

City of Hattiesburg, MS

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



Meeting Agenda

Tuesday, February 21, 2012

4:00 PM

Council Chambers

City Council

Call To Order

II. Call to Prayer and Pledge of Allegiance

III. Agenda Order

V. PRESENTATION AGENDA

VI. POLICY AGENDA

VI.-1 2012-0523

Adopt an Ordinance repealing Ordinance number 1782, as amended and all other ordinances in conflict herewith, to regulate Transient Vendors.

Attachments: Transient Vendor Ord.
executed Ordinance 3084 Transient Vendors

VI.-2 2012-0541

Approve or Deny the Ordinance for the petition filed by the City of Hattiesburg, to amend the Land Development Code as follows: ADD Article 5, Section 89.20 and Section 99 to provide regulations for Pedestrian and Bicycle Access and Circulation; and AMEND the following sections in Article 6 as outlined in attached text to add, delete or amend sections affected by the new regulations for Pedestrian and Bicycle Access and Circulation: Section 116.01 (11); 117.01; 117.02; 124.03; 125.08 (7); and 126.06); Hattiesburg Planning Commission recommended to APPROVE as amended on February 1, 2012.

Attachments: item g packet
mins g
ordinance 3085
executed ordinance 3085

VI.-3 2012-0537

Approve or Deny the petition filed and represented by Cellular South and represented by Belinda Bodie on behalf of Johnny Farris, owner, to allow a Use Permit Upon Review for "Telecommunications Tower" in a B-5 (Regional Business) District, for a certain property located at Roosevelt (Washington/2009 Lincoln Rd) (Parcel 24-756-3-1 <tel:24-756-3-1>, PPIN 23315 and Parcel 24-1032-56 <tel:24-1032-56>, PPIN 27050, Ward 4); Hattiesburg Planning Commission recommended to APPROVE on February 1, 2012.

Attachments:item d packethpc action letter item dmins d**VI.-4** 2012-0539

Approve or Deny the petition filed and represented by Laurie Moudy, Hardy Street Baptist Church, owners, to allow a Use Permit Upon Review for a "Day Care" in a R-1B (Single-Family Residential) District, for a certain property located at 1508 Hardy Street (Parcel 29-328-5-2 <tel:29-328-5-2>, PPIN 16805, Ward 4)); Hattiesburg Planning Commission recommended to APPROVE on February 1, 2012.

Attachments:item e packethpc action letter item emins e

VI.-5 2012-0536

Approve or Deny the petition filed and represented by David Easterling, Lamar Outdoor Advertising, owners, to allow a Use Permit Upon Review for a "Billboard, Digital Replacement" in a B-5 (Regional Business) District, for certain property located as follows: Billboard to be replaced: Highway 49 (Parcel 19-402-1-3 <tel:19-402-1-3>, PPIN 18071, Ward 2) Lat./Long N31.34387, W89.33029; Billboards to be removed: B-2 property on Highway 49 (Parcel 21-1013-56 <tel:21-1013-56>, PPIN 026597, Ward 4) Lat./Long N31.32889, W89.32861; and B-5 property on Highway 49 (Parcel 19-1007-17 <tel:19-1007-17>, PPIN 026040, Ward 1) Lat./Long N31.34394, W89.33029; Hattiesburg Planning Commission recommended to APPROVE on February 1, 2012.

Attachments: item c packet
 hpc action letter item b-c
 mins c

VI.-6 2012-0533

Approve or Deny the petition filed and represented by David Easterling, Lamar Outdoor Advertising on behalf of Joseph Brown, owner, to allow a Use Permit Upon Review for a "Billboard, Digital Replacement" in a B-3 (Community Business) District, for certain property located as follows: Billboard to be replaced: 2906 Hardy Street (Parcel 13-32-1-2, PPIN 13112, Ward 3) Lat./Long N31.32443, W89.33333; Billboards to be removed: B-3 property on Hardy Street (Parcel 22-324-7-4 <tel:22-324-7-4>, PPIN 016508, Ward 4) Lat./Long N31.32471, W89.33083; and B-5 property on West Pine Street (Co. Parcel 2-038E-16-009.01, PPIN 037861, Ward 4) Lat./Long N31.30806, W89.31139; Hattiesburg Planning Commission recommended to APPROVE on February 1, 2012.

Attachments: item b packet
 hpc action letter item b-c
 mins b

VI.-7 2012-0532

Approve or Deny the petition filed by Danny Dossett, Dossett Cadillac GMC, owners and represented by Jason Landry, Landry and Lewis Architects, P.A., to vary from Article 4, Section 62.04 (1), which states that the front setback shall be a minimum of thirty (30) feet, and instead allow a front setback of ten feet two inches (10'2"), for a variance of nineteen feet ten inches (19'10"), for certain property located at 1058 West Pine Street (Parcel 30-628-42-4 <tel:30-628-42-4>, PPIN 021717, Ward 5) B-5 (Regional Business) District; Hattiesburg Planning Commission recommended to APPROVE, as amended, on February 1, 2012.

Attachments: item a packet
 hpc action letter item a
 mins a

VI.-8 2012-0515

Adopt Resolution adopting the 2011 Forrest County and Lamar County Real and Personal Property Assessment Rolls containing property located with the City of Hattiesburg, in accordance with Section 21-33-9C of the Mississippi Code of 1972.

Attachments: Resolution.Tax Rolls
 executed Resolution 2012-12.Tax Rolls
 Forrest.Lamar Tax rolls

VI.-9 2012-0549

Adopt resolution appointing Alexander Ignatiev as Municipal Court Prosecutor, Post 2, effective February 21, 2012, until further ordered.

Attachments: Appoint Alexander Ignatiev
 executed Resolution 2012-13 Appoint Alexander Ignatiev
 Resume Ignatiev

VI.-10 2012-0021

Adopt Resolution setting a Public Hearing before the City Council on Monday, March 19, 2012, to determine if the following properties are in such a state of uncleanness so as to be a menace to the health and safety of the community.

Attachments:

Setting of Public Hearing (2-21-12) Memo
Setting of Public Hearing (2-21-12) Resolution
executed Setting of Public Hearing (2-21-12) Resolution 2012-14
140 Chambliss Dr. (Publication Notice)1
Tatum Rd. 167B-5400-001-114 (Publication Notice)2
1925 Fowler St. (Publication Notice)3
1210 Scott St. (Publication Notice)4
912A Dabbs St. (Publication Notice)5
99 Currie St. (Publication Notice)6
509 Timothy Ln. (Publication Notice)7
351 Emerson Dr. (Publication Notice)8
604 Ronie St. (Publication Notice)9
405 Ronie St. (Publication Notice)10
1702 Camp St. (Publication Notice)11-OGL,T&L
302 Willis Ave. (Publication Notice)12
105 Harrell St. (Publication Notice)13
S. Hattiesburg Ave. (Publication Notice)14
17 Collins St. (Publication Notice)15
205 Edna St. (Publication Notice)16

VI.-11 2012-0546

Authorize Mayor to Execute four originals of Agreement for Professional Services between the City of Hattiesburg and Neel-Schaffer, Inc. for the Shared-Use Pathway from Newman-Buschman Neighborhood to Chain Park, Project No. 8933.

Attachments:

Newman-Buschman to Chain Park Pathway
Executed Agree.Neel Schaffer.pathway

VI.-12 2012-0543

Authorize Mayor to execute Task Order #4 for Professional Services with the Hattiesburg Resource Group (HRG) for the period of February 6, 2012 to April 6, 2012 (Nunc Pro Tunc).

Attachments: HRG - Signed Master Agreement
HRG Task Order 4 Agr
Executed HRG agree

VI.-13 2012-0545

Authorize Mayor to Execute Amendment Number One to the Agreement for Engineering Services between the City of Hattiesburg and Hattiesburg Resource Group (HRG), executed on June 7, 2011.

Attachments: HRG - Signed Master Agreement
HRG - Amendment No 1 to Master Agreement

VI.-14 2012-0550

Authorize Mayor to Execute in duplicate Memorandum of Understanding (MOU) between the City and MDOT for Transportation Enhancement project Pedestrian and Landscape Improvements Various Routes. Project STP-0018-00(029)LPA/106346-701000.

Attachments: MOU for Transportation Enhancement project

VI.-15 2012-0534

Authorize Mayor to execute joint contractual agreement between the Mississippi State Fire Academy (MSFA) , the Hattiesburg Fire Department and Petal Fire Department to administer the Driver/Operator NFPA 1002 - Pumper Field Course Curriculum.

Attachments: HFD Agreement, 2-21-12, Driver Operator NFPA 1002 Pumper-Field Course
Executed MSFA.driver

VI.-16 2012-0521

Authorize Mayor to execute duplicate original agreement between City of Hattiesburg Parks and Recreation Department and Hattiesburg Arts Council to provide art for children programs and art and cultural opportunities for adults, seniors, and persons with disabilities for Hattiesburg residents. This program will operate October 1, 2011 through September 30, 2012. (Nunc Pro Tunc)

Attachments: Hattiesburg Arts Council Agreement 2012
Executed Arts Agreement

VI.-17 2012-0518

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to LaJuana Thomas of 2828 Edwards Street in an amount not to exceed \$50,000 according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E). {Entitlement}

Attachments: Grant Agreement -L.Thomas (\$25K+) 02.09.12
COHCD Contractor & L. Thomas Agreement 02.09.12
Executed Thomas

VI.-18 2012-0544

Acknowledge receipt of the draft 2011 Consolidated Annual Performance and Evaluation Report (CAPER), and approve publication setting a Public Comment period and Public Hearing for March 12, 2012 at 5:30 p.m. in the City Council Chambers of City Hall, and authorize and approve the subsequent submission of the CAPER to the U.S. Dept. of Housing and Urban Development by March 31, 2012, pending inclusion of a proof of publication and citizen comment summary.{Entitlement}

Attachments: Notice of Availability - CAPER
2011 CAPER Draft for Public Comment
executed Notice of Availability - CAPER

VII. ROUTINE AGENDA

VII.-1 2012-0527

Authorize Mayor to enter into a Maintenance Agreement between the City of Hattiesburg and R J Young Company for maintenance on a copier located in the Water Billing Office in the amount not to exceed \$400.00 for the period beginning January 22, 2012.

Attachments: 02-21-Water Office Copier-RJ Young.pdf
executed RJ Young.water office

VII.-2 2012-0542

Acknowledge receipt of letter filed by Jim Gladden on behalf of Expert Tire of Hattiesburg, NOXQ SIS, John W. Lee, Jr., NAPA Auto Parts of Hattiesburg, Dorrance Aultman, Thomas W. Tyner , Louis F. Ruffin, and Tom Zachary, to appeal the Planning Commission's recommendation for the petition filed and represented by Sarah Newton, New Town Development, LLC, on behalf of Martha Barron Polk, owner, to allow a Use Permit Upon Review for "Off-Site Parking" in a B-3 (Community Business) District, for a certain property located at 309 McLeod Street (business Parcel 35-636-2-18 <tel:35-636-2-18>, PPIN 21832, Ward 4, and offsite parking at 302, 304 and 306 McLeod Street (parking Parcel 35-636-9-2 <tel:35-636-9-2>, PPIN 21870, Ward 4) (Hattiesburg Planning Commission recommended to APPROVE on February 1, 2012), set a public hearing before Council on March 19, 2012 at 4 PM, and authorize publication of Public Notice setting an appeal hearing.

Attachments: appeal letter and public notice item f

VII.-3 2012-0548

Acknowledge receipt of State Homeland Security Grant NO: 10HS205T(\$54,500.00) and Grant NO: 10HS205T2(\$ 5,000.00).

Attachments: Grant Documents

VII.-4 2012-0547

Acknowledge execution of contract with L&A Contracting Company for Sludge Removal approved on November 8, 2011 at Minute Book No. 2011-6/168 - 169

Attachments: L&A Sludge Contract Rev signed 2-14-12

VII.-5 2012-0513

Acknowledge receipt of letter from Attorney General's Office approving the Interlocal Agreement between City of Hattiesburg, the Forrest County Board of Supervisors and the Sheriff of Forrest County to provide Crime Scene Unit Assistance.

Attachments: AG Approval Crime Scene Unit Assistance

VII.-6 2012-0522

Acknowledge receipt of FY 2010-2011 Expenditure Report from Hattiesburg Arts Council for Art Programs.

Attachments: Hattiesburg Arts Council 2011 report

VII.-7 2012-0526

Acknowledge receipt of the bids received January 26, 2012, for Light Bars, Sirens, Speakers, Push Bumpers, Vehicle Partitions, and Consoles to be mounted in twenty (20) Dodge Charger Police Cars and accept the bid of Barney's Police Supplies at a cost of \$54,019.94 as the lowest and best bid received that meets the City's advertised specifications.

Attachments: 02-21-HPD Charger Equipment Bids.pdf

VII.-8 2012-0530

Authorize Advertisement for Bids for the construction of a Booster Station Along U. S. Highway 98, Hattiesburg, Mississippi.

Attachments: 1273W002 Plans 2011-02-06
 1273W002 Specs

VII.-9 2012-0531

Authorize Advertisement for Bids for the construction of a 500,000 Gallon Elevated Water Tank Along U. S. Highway 98, Hattiesburg, Mississippi.

Attachments: 1273W003 Plans 2012-02-06
 1273W003 Specs

VII.-10 2012-0535

Authorize Advertisement for Bids for the U. S. Highway 98 Fireflow Water Lines, Hattiesburg, Mississippi.

Attachments: 1273W001 Specs
 1273-W001 Plans 2012-02-08

VII.-11 2012-0538

Authorize Advertisement for Bids for the Water System Expansion on W. S. F. Tatum Boulevard and Bonhomie Road.

Attachments: F05-1214W6 Plans 2012-02-14
 1214W6 Specs

VII.-12 2012-0517

Acknowledge receipt of Privilege License Report for the month of January, 2012 from the Tax Department, as per recommendation.

Attachments: Privilege Lic for Jan 2012

VII.-13 2012-0524

Approve sale of grave spaces per attached memo.

Attachments: Grave Sales 2.21.12
 executed Grave Sales 2.21.12

VII.-14 2012-0528

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

Attachments: MEMORANDUM-Manual Checks-CDBG
 Supporting Docs for CDBG Checks

VII.-15 2012-0529

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

Attachments: MEMORANDUM-Manual Checks-HOME
 Supporting Docs for HOME Checks

VII.-16 2012-0525

Approve Claims Docket for the period ending February 17, 2012.

Attachments: Claims docket 2-21

VIII. Adjournment



City of Hattiesburg, MS

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

Master

File Number: 2012-0523

File ID: 2012-0523

Type: Ordinance

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 02/13/2012

Brief Title: Ordinance to regulate Transient Vendors

Final Action: 02/21/2012

Minute Book Number: MB 2012-1/45

Title:

Adopt an Ordinance repealing Ordinance number 1782, as amended and all other ordinances in conflict herewith, to regulate Transient Vendors.

Notes:

Sponsors:

Enactment Date:

Attachments: Transient Vendor Ord., executed Ordinance 3084
Transient Vendors

Enactment Number:

Contact: Eddie Myers

Meeting Date: 02/21/2012

Drafter: Marilyn Schwandt

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/21/2012	Adopt				Pass
Action Text: A MOTION was made by Vice President Ware and seconded by Council Member Naylor to Adopt an Ordinance (Number 3084) repealing Ordinance number 1782, as amended and all other ordinances in conflict herewith, to regulate Transient Vendors.							
Council Vice President Ware thanked all departments and divisions that assisted with this ordinance. He stated that this document truly reflects the Mississippi Code, and that the idea was to be sure that transient vendors have the proper permits and licensure.							
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 2012-0523

Title

Adopt an Ordinance repealing Ordinance number 1782, as amended and all other ordinances in conflict herewith, to regulate Transient Vendors.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Publish one (1) time in Hattiesburg American.

ORDINANCE NUMBER _____

**AN ORDINANCE REPEALING ORDINANCE NUMBER 1782, AS AMENDED AND
ALL OTHER ORDINANCES IN CONFLICT HERewith, TO REGULATE
TRANSIENT VENDORS.**

WHEREAS, this ordinance repeals Ordinance 1782 adopted February 21, 1973, Ordinance 2030 adopted October 7, 1980, Ordinance 2032 adopted October 14, 1980, Ordinance Number 2038 adopted November 18, 1982, Ordinance Number 2106 adopted March 29, 1983, Ordinance 2121 adopted July 12, 1983, Ordinance 2174 adopted January 29, 1985, Ordinance 2483 adopted May 17, 1994, Ordinance 2535 adopted October 3, 1995, and Ordinance 2748 February 20, 2001; any and all other ordinances in conflict to regulated transient vendors.

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

Section 1. Use of streets and sidewalks as places of trade or business.

It shall be unlawful for any person to use the streets or sidewalks of the city as places of trade or business or as stands from which to conduct any trade or business.

This section shall not be construed as preventing the temporary stopping or parking of vehicles on the streets for the purpose of making the sale of ice cream products to pedestrians, or of making sale or delivery of goods, wares, merchandise or produce on private premises to occupants of the buildings or dwellings thereon where such sale or delivery is not prohibited by other ordinances of the City of Hattiesburg; but shall be construed as prohibiting the stopping or parking of vehicles or other forms of conveyance on the streets for the purpose of selling and delivering from vehicles to the general public any goods, wares, merchandise or produce or otherwise engaging in trade or business there from with the general public

Section 2. Use of streets and sidewalks for solicitation, etc. for purpose of selling wares, merchandise, etc.

It is hereby declared to be a public nuisance and it shall be unlawful for any person to solicit, accost or canvas persons on the streets or sidewalks of the city for the purpose of selling any books, wares, merchandise or articles of any description. Such practice is hereby declared to be obnoxious to the personal rights, convenience and privileges of the public and is further declared as impeding orderly traffic on streets and sidewalks.

Section 3. Application of section 2 to charitable, civic or service organizations.

The provisions of the preceding section shall not apply to persons soliciting funds in drives sponsored by and solely for charitable, civic or service organizations, except that any solicitation or canvassing on the streets of the City of Hattiesburg by pedestrians or otherwise is declared to be a public nuisance, danger and hazard and punishable as a misdemeanor.

Section-4. Transient vendors in general.

Transient vendors may not conduct sales of any of their products or services at residential premises except during the hours of 8:00 A.M. to 6:00 P.M., Monday through Saturday. Transient vendors are not allowed to make any sales of any products or services at residential premises on Sundays, nor during any hours not set forth herein.

Transient vendors are prohibited from selling their products or services on any public right-of-way of the city, state or county.

Transient vendors may not sell any products or services on any property without having first obtained written permission from the owner or legal occupant of the premises upon which sales of products or services may be offered.

Each applicant for a transient vendor license shall designate a registered agent on the license application. The registered agent must be a resident of the city and shall be the agent on whom any process, notice or demand required or permitted by law to be served on the licensee may be served. The registered agent must agree in writing to act as the agent. The licensee applicant shall file a copy of the agreement with the license application.

The tax collector shall maintain an alphabetical list of all transient vendors in the municipality, and the names and addresses of their registered agents.

If a transient vendor fails to have or to maintain a registered agent in the City of Hattiesburg or if the designated registered agent cannot be found at the stated permanent address, the tax collector, is the agent of the transient vendor for serviced of process, notices or demands. Service on the tax collector is made by delivering to his office duplicate copies of the process, notice or demand. If such a process, notice or demand is served on the tax collector, he shall immediately forward one (1) copy by registered or certified mail to the permanent -, address of the transient vendor pursuant to the provisions of Section 75-85-11, Mississippi Code of 1972, Annotated.

This section does not limit or otherwise affect the right of any person to serve a process, notice or demand in any other manner authorized by law.

Applicants for a transient vendor's license shall pay a fee to the City with their application, in the sum of Two Hundred Fifty Dollars (\$250). Applicants who are licensed businesses permanently located in the City of Hattiesburg and have a current Mississippi Sales Tax Number shall pay a fee of Twenty Five Dollars (\$25.00). The tax collector shall issue a transient vendor license under this ordinance only if all requirements of this ordinance have been met. The license is not transferable and is valid only within the territorial limits of the issuing the City. A license expires ninety (90) days after the day of issuance.

A license may be renewed on payment of a Twenty five Dollar (\$25.00) renewal fee and filing for renewal with the tax collector, before the expiration of the current license. A license may be renewed only one (1) time after which a licensee must once again purchase a new license pursuant to the provisions of Section 75-85-13, Mississippi Code of 1972, Annotated.

Transient vendors shall execute and post a penal bond or surety bond in favor the City, issued by a corporate surety authorized to do business in the State of Mississippi, in the sum of \$2,000 or 5% of the wholesale value of any merchandise or service to be offered for sale by the applicant, as authorized by Section 75-85-13 of the Mississippi Code of 1972, as amended, such bond to be conditioned as set forth therein. No bond shall be required for a transient vendor license for those applicants who are licensed businesses permanently located in the City of Hattiesburg and have a current Mississippi Sales Tax Number.

Prior to offering any merchandise or services for sale, transient vendors must report to the Tax Collector and the Land Development Code Administrator of the City of Hattiesburg and obtain written approval in order to insure that the terms and provisions of the Mississippi Code and City of Hattiesburg Code of Ordinances regulating transient vendors and this ordinance have been met.

Section 5. Report by hotel keeper.

The owner, proprietor or manager of any hotel, motel, rooming house, or other place of public accommodation shall report, within six (6) hours after renting, to the tax collector the name of any person who has rented a room or other space for the sale and display of merchandise of a transient merchant, giving the location of the room so rented.

Section 6. Regulations applicable to transient vendors who sell fresh and frozen fish, meat and poultry.

All transient vendors who engage in the selling of fresh or frozen fish, meat or poultry at any place in the City of Hattiesburg temporarily and who do not intend to become or do not become a permanent retailer at such place shall comply with the following regulations.

Transient vendors may not sell any products or services on any property without having first obtain written permission from the owner or legal occupancy of the premises upon which sales of products or services may be offered.

Prior to offering any merchandise for sale, transient vendors must report to the Land Development Code Administrator of the City of Hattiesburg and obtain written approval in order to insure that the terms and provisions of the Mississippi Code and City of Hattiesburg Code of Ordinances regulating transient vendors and this ordinance have been met. Once issued, the permit to do business shall be effective for a period of six months.

Upon application for a transient vendor's license, the vendor shall present a valid retail food store license issued by the Mississippi Department of Agriculture and Commerce acknowledging that the vendor is in compliance with the Departments rules on retail sales of fresh and frozen fish, meat and poultry from motor vehicles.

Transient vendors' name, address and telephone number shall be visible on the vendor's vehicle. The City's vendor's license and Department of Agriculture's retail food license must be conspicuously displayed on the vehicle during sales.

The vendor shall present the mobile vehicle to the City prior to licensing for inspection. City personnel may inspect the vehicle at any time during the hours of operation.

The storage areas of the vehicle shall be completely enclosed.

The floors and walls of the vehicle and the products contained shall be made of material having a smooth surface and cleaned and maintained in a sanitary condition with the use of a cleaning product recognized by the food industry and used in accordance with the manufacturer's labeling instructions.

The vehicle shall have adequate toilet facilities unless the licensee has a written agreement with a readily accessible facility to use that facility's toilet facilities during the licensee's hours of operation. Said agreement shall remain in the vehicle at all times during hours of operation.

The vehicle shall have lavatory facilities with hot and cold running water under pressure and cake, powder or liquid soap shall be made available with individual paper, individual cloth, or other type towels. In lieu of this requirement, licensees and its employees may use chemically treated towelettes for hand washing.

All food products stored or offered for sale from mobile vehicles must have containers that are leak proof or placed in a leak proof container. Water accumulating from melting ice drained into a waste disposal holding tank (sized at least 15% larger than the food container or containers) for disposal later in an approved sewer treatment facility, such as a public sewage treatment plant or an individual sewage disposal system that is sized, constructed, maintained and operated according to the law unless the vehicle can be connected to an approved disposal system at each point of operation.

All fresh fish or poultry shall be maintained at 41 degrees Fahrenheit or less. This can be accomplished by maintaining adequate ice on the fish or poultry without mechanical refrigeration or a combination of ice and mechanical refrigeration. All meat shall be maintained at 41 degrees or less by mechanical refrigeration only.

All meat, fish, or poultry shall be protected from contamination from dust, dirt, foreign or injurious contamination and from cross-contamination by other type food products, including other types of meat, fish or poultry.

Advertisements must be completely in accordance with the labeling of the containers. The price per pound of each product must be included in the advertisement.

All phases of the retail transaction shall be accomplished within the enclosed vehicle. This would include obtaining the particular product requested by a customer from storage within the vehicle, weighing the product and packaging the product.

Sample boxes shall not be displayed out of refrigeration. Products sold to customers at locations other than the vehicle must be picked up by the customer from the vehicle.

Any person violating any provisions of this Ordinance shall be guilty of a misdemeanor and upon conviction thereof, shall be fined not more than five hundred dollars (\$500.00), and every day that a violation of this Ordinance continues shall constitute a separate and distinct offense. In addition to any fine and penalty herein prescribed, should the Land Code Administrator determine that a violation jeopardizes the health, safety and welfare of the general public he shall cause to be issued a cease and desist order temporarily revoking applicant's permit until such time as the permittee is in complete compliance with this ordinance.

Section 7. Definitions – Transient vendors.

Transient vendor is a retailer who engages in the selling of any product of service at any place in the City of Hattiesburg temporarily and who does not intend to become or does not become a permanent retailer of such place.

Transient business means any business conducted for the sale of merchandise or services that is carried on at a particular location for a period of less than six (6) months in each year,

even though the owner of such business may conduct the business at another location for more than six (6) months in each year.

Registered Agent must be a resident of the City of Hattiesburg .

Mobile vehicle is any land vehicle that is capable of being moved from place to place and is not stationary.

Person means an individual, corporation, association, partnership or other entity.

Fish means fresh or saltwater finfish, crustaceans, and other forms of aquatic life (including alligator, frog, aquatic turtle, jellyfish, sea cucumber and sea urchin) other than birds or mammals, and all mollusks if such animals are intended for human consumption.

Meat means the flesh of animals intended for human consumption including the dressed flesh of cattle, swine, sheep, or goats and other edible animals or ruminants with the exception of fish and poultry.

Poultry means an domesticated bird intended for human consumption including chickens, turkeys, ducks, geese, guineas or exotic birds

Section 8. Certificate of Zoning Compliance.

Anyone conducting transient business, including non-profits and others exempt from licensing requirements, shall obtain a Certificate of Zoning Compliance from the Land Development Division. The zoning district must be compatible with the type business to be conducted and may be subject to approval by the Site Plan Review Committee.

Section 9. Penalties.

Any person who knowingly or intentionally operates a transient business without a valid license as provided by this ordinance or who knowingly or intentionally advertises, offers for sale, or sells any merchandise or services in violation of this ordinance shall, upon conviction, be guilty of a misdemeanor and, upon conviction thereof, shall be fined not more than Five Hundred Dollars (\$500) or be imprisoned in the county jail not more than six (6) months, or be both fined and imprisoned. Such person may also be proceeded against by suit, and the tax collector may seize and sell any property of the person liable for the tax and penalty in the same manner as maybe detained and sold pursuant to the provisions of Section 75-85-19, Mississippi Code of 1972, annotated. This ordinance shall be enforced by the Land Code Enforcement Department and the Police Department.

All ordinances or parts thereof which are in conflict in whole or in part with any of the provisions of this ordinance, s of the effective date of this ordinance, are hereby repealed to the extent of such conflict, except that terms defined herein for the purpose of interpretation, administration, and enforcement of this ordinance will in no way, manner, or form repeal, modify, or otherwise change the definition of any such terms as used in other ordinances of the City of Hattiesburg.

This Ordinance is ordered to take effect thirty (30) days from and after passage as provided by law.

The foregoing Ordinance having been reduced to writing, was introduced by Council person _____, seconded by Council person _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

(SEAL)

ATTEST:

ADOPTED:

The President thereby declared the motion carried and the Ordinance adopted, this the 21st day of February, A.D., 2012.

CLERK OF COUNCIL

PRESIDENT

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

ATTEST:

APPROVED

CITY CLERK

MAYOR

AN ORDINANCE REPEALING ORDINANCE NUMBER 1782, AS AMENDED AND ALL OTHER ORDINANCES IN CONFLICT HERewith, TO REGULATE TRANSIENT VENDORS.

WHEREAS, this ordinance repeals Ordinance 1782 adopted February 21, 1973, Ordinance 2030 adopted October 7, 1980, Ordinance 2032 adopted October 14, 1980, Ordinance Number 2038 adopted November 18, 1982, Ordinance Number 2106 adopted March 29, 1983, Ordinance 2121 adopted July 12, 1983, Ordinance 2174 adopted January 29, 1985, Ordinance 2483 adopted May 17, 1994, Ordinance 2535 adopted October 3, 1995, and Ordinance 2748 February 20, 2001; any and all other ordinances in conflict to regulated transient vendors.

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

Section 1. Use of streets and sidewalks as places of trade or business.

It shall be unlawful for any person to use the streets or sidewalks of the city as places of trade or business or as stands from which to conduct any trade or business.

This section shall not be construed as preventing the temporary stopping or parking of vehicles on the streets for the purpose of making the sale of ice cream products to pedestrians, or of making sale or delivery of goods, wares, merchandise or produce on private premises to occupants of the buildings or dwellings thereon where such sale or delivery is not prohibited by other ordinances of the City of Hattiesburg; but shall be construed as prohibiting the stopping or parking of vehicles or other forms of conveyance on the streets for the purpose of selling and delivering from vehicles to the general public any goods, wares, merchandise or produce or otherwise engaging in trade or business there from with the general public

Section 2. Use of streets and sidewalks for solicitation, etc. for purpose of selling wares, merchandise, etc.

It is hereby declared to be a public nuisance and it shall be unlawful for any person to solicit, accost or canvas persons on the streets or sidewalks of the city for the purpose of selling any books, wares, merchandise or articles of any description. Such practice is hereby declared to be obnoxious to the personal rights, convenience and privileges of the public and is further declared as impeding orderly traffic on streets and sidewalks.

Section 3. Application of section 2 to charitable, civic or service organizations.

The provisions of the preceding section shall not apply to persons soliciting funds in drives sponsored by and solely for charitable, civic or service organizations, except that any solicitation or canvassing on the streets of the City of Hattiesburg by pedestrians or otherwise is declared to be a public nuisance, danger and hazard and punishable as a misdemeanor.

Section-4. Transient vendors in general.

Transient vendors may not conduct sales of any of their products or services at residential premises except during the hours of 8:00 A.M. to 6:00 P.M., Monday through Saturday. Transient vendors are not allowed to make any sales of any products or services at residential premises on Sundays, nor during any hours not set forth herein.

Transient vendors are prohibited from selling their products or services on any public right-of-way of the city, state or county.

Transient vendors may not sell any products or services on any property without having first obtained written permission from the owner or legal occupant of the premises upon which sales of products or services may be offered.

Each applicant for a transient vendor license shall designate a registered agent on the license application. The registered agent must be a resident of the city and shall be the agent on whom any process, notice or demand required or permitted by law to be served on the licensee may be served. The registered agent must agree in writing to act as the agent. The license applicant shall file a copy of the agreement with the license application.

The tax collector shall maintain an alphabetical list of all transient vendors in the municipality, and the names and addresses of their registered agents.

If a transient vendor fails to have or to maintain a registered agent in the City of Hattiesburg or if the designated registered agent cannot be found at the stated permanent address, the tax collector, is the agent of the transient vendor for serviced of process, notices or demands. Service on the tax collector is made by delivering to his office duplicate copies of the process, notice or demand. If such a process, notice or demand is served on the tax collector, he shall immediately forward one (1) copy by registered or certified mail to the permanent -, address of the transient vendor pursuant to the provisions of Section 75-85-11, Mississippi Code of 1972, Annotated.

This section does not limit or otherwise affect the right of any person to serve a process, notice or demand in any other manner authorized by law.

Applicants for a transient vendor's license shall pay a fee to the City with their application, in the sum of Two Hundred Fifty Dollars (\$250). Applicants who are licensed businesses permanently located in the City of Hattiesburg and have a current Mississippi Sales Tax Number shall pay a fee of Twenty Five Dollars (\$25.00). The tax collector shall issue a transient vendor license under this ordinance only if all requirements of this ordinance have been met. The license is not transferable and is valid only within the territorial limits of the issuing the City. A license expires ninety (90) days after the day of issuance.

A license maybe renewed on payment of a Twenty five Dollar (\$25.00) renewal fee and filing for renewal with the tax collector, before the expiration of the current license. A license maybe be renewed only one (1) time after which a licensee must once again purchase a new license pursuant to the provisions of Section 75-85-13, Mississippi Code of 1972, Annotated.

Transient vendors shall execute and post a penal bond or surety bond in favor the City, issued by a corporate surety authorized to do business in the State of Mississippi, in the sum of \$2,000 or 5% of the wholesale value of any merchandise or service to be offered for sale by the applicant, as authorized by Section 75-85-13 of the Mississippi Code of 1972, as amended, such bond to be conditioned as set forth therein. No bond shall be required for a transient vendor license for those applicants who are licensed businesses permanently located in the City of Hattiesburg and have a current Mississippi Sales Tax Number.

Prior to offering any merchandise or services for sale, transient vendors must report to the Tax Collector and the Land Development Code Administrator of the City of Hattiesburg and obtain written approval in order to insure that the terms and provisions of the Mississippi Code and City of Hattiesburg Code of Ordinances regulating transient vendors and this ordinance have been met.

Section 5. Report by hotel keeper.

The owner, proprietor or manager of any hotel, motel, rooming house, or other place of public accommodation shall report, within six (6) hours after renting, to the tax collector the name of any person who has rented a room or other space for the sale and display of merchandise of a transient merchant, giving the location of the room so rented.

Section 6. Regulations applicable to transient vendors who sell fresh and frozen fish, meat and poultry.

All transient vendors who engage in the selling of fresh or frozen fish, meat or poultry at any place in the City of Hattiesburg temporarily and who do not intend to become or do not become a permanent retailer at such place shall comply with the following regulations.

Transient vendors may not sell any products or services on any property without having first obtain written permission from the owner or legal occupancy of the premises upon which sales of products or services may be offered.

Prior to offering any merchandise for sale, transient vendors must report to the Land Development Code Administrator of the City of Hattiesburg and obtain written approval in order to insure that the terms and provisions of the Mississippi Code and City of Hattiesburg Code of Ordinances regulating transient vendors and this ordinance have been met. Once issued, the permit to do business shall be effective for a period of six months.

Upon application for a transient vendor's license, the vendor shall present a valid retail food store license issued by the Mississippi Department of Agriculture and Commerce acknowledging that the vendor is in compliance with the Departments rules on retail sales of fresh and frozen fish, meat and poultry from motor vehicles.

Transient vendors' name, address and telephone number shall be visible on the vendor's vehicle. The City's vendor's license and Department of Agriculture's retail food license must be conspicuously displayed on the vehicle during sales.

The vendor shall present the mobile vehicle to the City prior to licensing for inspection. City personnel may inspect the vehicle at any time during the hours of operation.

The storage areas of the vehicle shall be completely enclosed.

The floors and walls of the vehicle and the products contained shall be made of material having a smooth surface and cleaned and maintained in a sanitary condition with the use of a cleaning product recognized by the food industry and used in accordance with the manufacturer's labeling instructions.

The vehicle shall have adequate toilet facilities unless the licensee has a written agreement with a readily accessible facility to use that facility's toilet facilities during the licensee's hours of operation. Said agreement shall remain in the vehicle at all times during hours of operation.

The vehicle shall have lavatory facilities with hot and cold running water under pressure and cake, powder or liquid soap shall be made available with individual paper, individual cloth, or other type towels. In lieu of this requirement, licensees and its employees may use chemically treated towelettes for hand washing.

All food products stored or offered for sale from mobile vehicles must have containers that are leak proof or placed in a leak proof container. Water accumulating from melting ice drained into a waste disposal holding tank (sized at least 15% larger than the food container or containers) for disposal later in an approved sewer treatment facility, such as a public sewage treatment plant or an individual sewage disposal system that is sized, constructed, maintained and operated according to the law unless the vehicle can be connected to an approved disposal system at each point of operation.

All fresh fish or poultry shall be maintained at 41 degrees Fahrenheit or less. This can be accomplished by maintaining adequate ice on the fish or poultry without mechanical refrigeration or a combination of ice and mechanical refrigeration. All meat shall be maintained at 41 degrees or less by mechanical refrigeration only.

All meat, fish, or poultry shall be protected from contamination from dust, dirt, foreign or injurious contamination and from cross-contamination by other type food products, including other types of meat, fish or poultry.

Advertisements must be completely in accordance with the labeling of the containers. The price per pound of each product must be included in the advertisement.

All phases of the retail transaction shall be accomplished within the enclosed vehicle. This would include obtaining the particular product requested by a customer from storage within the vehicle, weighing the product and packaging the product.

Sample boxes shall not be displayed out of refrigeration. Products sold to customers at locations other than the vehicle must be picked up by the customer from the vehicle.

Any person violating any provisions of this Ordinance shall be guilty of a misdemeanor and upon conviction thereof, shall be fined not more than five hundred dollars (\$500.00), and every day that a violation of this Ordinance continues shall constitute a separate and distinct offense. In addition to any fine and penalty herein prescribed, should the Land Code Administrator determine that a violation jeopardizes the health, safety and welfare of the general public he shall cause to be issued a cease and desist order temporarily revoking applicant's permit until such time as the permittee is in complete compliance with this ordinance.

Section 7. Definitions – Transient vendors.

Transient vendor is a retailer who engages in the selling of any product of service at any place in the City of Hattiesburg temporarily and who does not intend to become or does not become a permanent retailer of such place.

Transient business means any business conducted for the sale of merchandise or services that is carried on at a particular location for a period of less than six (6) months in each year,

even though the owner of such business may conduct the business at another location for more than six (6) months in each year.

Registered Agent must be a resident of the City of Hattiesburg .

Mobile vehicle is any land vehicle that is capable of being moved from place to place and is not stationary.

Person means an individual, corporation, association, partnership or other entity.

Fish means fresh or saltwater finfish, crustaceans, and other forms of aquatic life (including alligator, frog, aquatic turtle, jellyfish, sea cucumber and sea urchin) other than birds or mammals, and all mollusks if such animals are intended for human consumption.

Meat means the flesh of animals intended for human consumption including the dressed flesh of cattle, swine, sheep, or goats and other edible animals or ruminants with the exception of fish and poultry.

Poultry means an domesticated bird intended for human consumption including chickens, turkeys, ducks, geese, guineas or exotic birds

Section 8. Certificate of Zoning Compliance.

Anyone conducting transient business, including non-profits and others exempt from licensing requirements, shall obtain a Certificate of Zoning Compliance from the Land Development Division. The zoning district must be compatible with the type business to be conducted and may be subject to approval by the Site Plan Review Committee.

Section 9. Penalties.

Any person who knowingly or intentionally operates a transient business without a valid license as provided by this ordinance or who knowingly or intentionally advertises, offers for sale, or sells any merchandise or services in violation of this ordinance shall, upon conviction, be guilty of a misdemeanor and, upon conviction thereof, shall be fined not more than Five Hundred Dollars (\$500) or be imprisoned in the county jail not more than six (6) months, or be both fined and imprisoned. Such person may also be proceeded against by suit, and the tax collector may seize and sell any property of the person liable for the tax and penalty in the same manner as maybe detained and sold pursuant to the provisions of Section 75-85-19, Mississippi Code of 1972, annotated. This ordinance shall be enforced by the Land Code Enforcement Department and the Police Department.

All ordinances or parts thereof which are in conflict in whole or in part with any of the provisions of this ordinance, s of the effective date of this ordinance, are hereby repealed to the extent of such conflict, except that terms defined herein for the purpose of interpretation, administration, and enforcement of this ordinance will in no way, manner, or form repeal, modify, or otherwise change the definition of any such terms as used in other ordinances of the City of Hattiesburg.

This Ordinance is ordered to take effect thirty (30) days from and after passage as provided by law.

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

YEAS:	Bradley	NAYS:	None
	Delgado		
	Carroll		
	Ware		
	Naylor		

The President thereby declared the motion carried and the Ordinance adopted, this the 21st day of February, A.D., 2012.

(SEAL)

ATTEST:

ADOPTED:

Anna H. Bernardo
CLERK OF COUNCIL

Jim Brubaker
PRESIDENT

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

~~ATTEST~~
Ida L. P. Myers
CITY CLERK

APPROVED
Johnny F. Johnson
MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2012-0541

File ID: 2012-0541

Type: Ordinance

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 02/14/2012

Brief Title: Pedestrian and Bicycle Access and Circulation - LDC
Text Amendment

Final Action: 02/21/2012

Minute Book Number: MB 2012-1/46

Title:

Approve or Deny the Ordinance for the petition filed by the City of Hattiesburg, to amend the Land Development Code as follows: ADD Article 5, Section 89.20 and Section 99 to provide regulations for Pedestrian and Bicycle Access and Circulation; and AMEND the following sections in Article 6 as outlined in attached text to add, delete or amend sections affected by the new regulations for Pedestrian and Bicycle Access and Circulation: Section 116.01 (11); 117.01; 117.02; 124.03; 125.08 (7); and 126.06); Hattiesburg Planning Commission recommended to APPROVE as amended on February 1, 2012.

Notes:

Sponsors:

Enactment Date:

Attachments: item g packet, mins g, ordinance 3085, executed ordinance 3085

Enactment Number:

Contact:

Meeting Date: 02/21/2012

Drafter: Lisa Reid

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/21/2012	Approve				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Vice President Ware to Approve the Ordinance (Number 3085) for the petition filed by the City of Hattiesburg, to amend the Land Development Code as follows: ADD Article 5, Section 89.20 and Section 99 to provide regulations for Pedestrian and Bicycle Access and Circulation; and AMEND the following sections in Article 6 as outlined in attached text to add, delete or amend sections affected by the new regulations for Pedestrian and Bicycle Access and Circulation: Section 116.01 (11); 117.01; 117.02; 124.03; 125.08 (7); and 126.06); Hattiesburg Planning Commission recommended to APPROVE as amended on February 1, 2012.

Mr. Kuyrkendall provided an overview. He said that there is a new section that requires sidewalks and bike lanes in new developments.

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 2012-0541

Title

Approve or Deny the Ordinance for the petition filed by the City of Hattiesburg, to amend the Land Development Code as follows: ADD Article 5, Section 89.20 and Section 99 to provide regulations for Pedestrian and Bicycle Access and Circulation; and AMEND the following sections in Article 6 as outlined in attached text to add, delete or amend sections affected by the new regulations for Pedestrian and Bicycle Access and Circulation: Section 116.01 (11); 117.01; 117.02; 124.03; 125.08 (7); and 126.06); Hattiesburg Planning Commission recommended to APPROVE as amended on February 1, 2012.

Summary

Pedestrian and Bicycle Access and Circulation - LDC Text Amendment

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Publish in Hattiesburg American as required by State Law

PETITIONER:

City of Hattiesburg

PREVIOUS PLANNING COMMISSION OR BOA ACTION ON SURROUNDING PROPERTY:

N/A

REQUEST: AMEND THE LAND DEVELOPMENT CODE TO ALLOW FOR PEDESTRIAN AND BICYCLE ACCESS AND CIRCULATION

SITE PLAN REVIEW COMMITTEE ACTION:

Project No. N/A - Last reviewed by SPRC on 12-9-11.

AMEND ARTICLE 5, TO ADD SECTION 99 PEDESTRIAN AND BICYCLE ACCESS AND CIRCULATION AS FOLLOWS:

SECTION 99 PEDESTRIAN AND BICYCLE ACCESS AND CIRCULATION

99.01 Required Pedestrian and Bicycle Access:

A. General

All new development shall be served by a system of sidewalks that permits safe, convenient, efficient, and orderly movement of pedestrians among the following origin and destination points within the development, as well as between the internal sidewalk system and the existing or planned external sidewalk system and any adjoining public parks, greenways, school, community centers, and shopping areas:

1. The primary entrance (s) of buildings;
2. Off-street parking bays serving the buildings;
3. Any designated or planned bus stops and shelters (on-site or on an adjacent road); and
4. Recreation facilities and other common use area and amenities.

B. Adjacent to Roadways

All new development shall install sidewalks, bicycle lanes, and/or shared-use pathways along all new or existing public roadways including loop streets, cul-de-sacs, private streets, and road bridges.

1. Sidewalks shall be installed on both sides of all roadways within the development. Sidewalks along roadways shall not be required in the following cases:
 - a. An existing sidewalk meeting city standards is already in place; or
 - b. The roadway is located within zoning districts A1, A2, I1, or I2;
2. Sidewalks shall be installed along the entire frontage of the development site with an existing public street. Sidewalks along these existing roadways shall not be required in the following cases:
 - a. An existing sidewalk meeting city standards is already in place; or
 - b. The roadway is located within zoning districts A1, A2, I1, or I2; or
 - c. The roadway is located within zoning district B5 and no sidewalks along roadways exist within a 4,000 foot radius; or
 - d. The roadway is located within zoning districts R1 or R2 and no sidewalks along roadways exist within a 1,000 foot radius.
3. Bicycle lanes shall be installed on both sides of all roadways within the development. Lanes shall not be required in the following cases:
 - a. An existing bicycle lane meeting city standards is already in place; or
 - b. The street will be a local street or drive with a speed limit of 25 mph or less; or
 - c. An existing parallel bicycle lane or shared-use pathway exists within a 400 ft. distance.

Continued on next page

PETITIONER: City of Hattiesburg

REQUEST: AMEND THE LAND DEVELOPMENT CODE TO ALLOW FOR PEDESTRIAN AND BICYCLE ACCESS AND CIRCULATION

4. A single shared-use pathway may be installed in place of a sidewalk and two bicycle lanes.
5. The developer may install the required sidewalk or shared-use pathway on the development site within a public easement running parallel and adjacent to the public street if there is insufficient right-of-way width to accommodate the required pathway or if existing street trees present a conflict.

99.02 Pedestrian and Bicycle Connectivity

A. Pedestrian and Bicycle Cut-Throughs

Pedestrian and bicycle access easements at least eight feet wide shall be provided between the ends of cul-de-sacs and the nearest existing or proposed sidewalk, pedestrian and bicycle path, or trail. Such easements shall also be provided through the center of blocks that exceed the maximum block length standards in Section 124, Blocks, where necessary to provide convenient pedestrian and bicycle access within the development, as well as to adjacent transit stops or stations, community facilities, and shopping areas.

B. Pathway Connections to/from Adjoining Development and Developable Land

1. The pedestrian and bicycle access and circulation system for a development shall incorporate the continuation and connection of pathways and/or associated rights-of-way or easements extended (or "stubbed out") to the boundary of the development site from existing or approved adjoining developments, and shall provide for the extension or connection of proposed internal pathways and associated rights-of-way or easements to those boundaries of the development site that adjoin potentially developable or re-developable land.
2. The Director of Urban Development may waive or modify the requirements or standards for extension of a pathway from or to adjoining property on determining that such extension is impractical or undesirable because it would require crossing a significant physical barrier or environmentally sensitive are (e.g., railroads, watercourses, floodplains, wetlands).

99.03 General Pathway Layout and Design

- A. General Pathway Standards: Required pedestrian and bicycle pathways shall meet the following standards:

	<i>Minimum Width</i>	<i>Flow Direction</i>	<i>Construction Material</i>	<i>Street Crossing Markings</i>	<i>Buffer From Roadway</i>
Sidewalks	5 ft.	2-way	concrete or pavers	required	3 ft. or curb
Bicycle Lanes	4 ft.	1-way	concrete, pavers or asphalt	not required	none required
Shared-Use Pathways	8 ft.	2-way	concrete, pavers or asphalt	required	3 ft. or curb

PETITIONER: City of Hattiesburg

REQUEST: AMEND THE LAND DEVELOPMENT CODE TO ALLOW FOR PEDESTRIAN AND BICYCLE ACCESS AND CIRCULATION

B. Additional Pathway Requirements

1. Sidewalks shall be emphasized with special design features—such as shade structures (e.g., arcades and porticos), pedestrian and bicycle light features, bollards, seat walls or benches, and landscape planters—that establish them as areas where pedestrians and bicycles are distinct from the flow of vehicular traffic and/or are protected from the elements.
2. All constructed pathways shall be ADA accessible according to the most current accessibility standards.
3. Proposed developments shall not include barriers that limit pedestrian and bicycle access between the subject property and adjacent properties.

AMEND ARTICLE 5, SECTION 89 PARKING OFF-STREET/ON-STREET AUTOMOBILE AND VEHICLE LOADING TO ADD SECTION 89.20 AS FOLLOWS:

89.12 20 Bicycle Parking Spaces:

1. **Spaces Required:** Bicycle parking spaces shall be provided if an existing or under construction bicycle lane or shared-use pathway exists within a 1 mile radius of the proposed development. The development must provide at least 3 bicycle parking spaces or bicycle parking spaces equal in number to at least 10% of the actual number of off-street vehicle parking spaces provided, whichever is greater. After the first 20 bicycle parking spaces are provided, additional bicycle parking spaces must be provided at 50% of the otherwise required ratio.
2. **Design and Location**
 - A. **General:** Inverted-U bike racks are required for bicycle parking spaces. The Urban Development Director is authorized to approve alternative designs that offer an equivalent level of safety, security and effectiveness. In all cases, required bicycle parking spaces must:
 1. Consist of bike racks or lockers anchored so that they cannot be easily removed;
 2. Be of solid construction, resistant to rust, corrosion, hammers, and saws;
 3. Allow both the bicycle frame and the wheels to be locked using a standard U-lock;
 4. Be designed so that they will not cause damage to the bicycle; and
 5. Facilitate easy locking without interference from or to adjacent bicycles.
 - B. **Size:** Required bicycle parking spaces must have minimum dimensions of 2 feet in width by 6 feet in length, with a minimum overhead vertical clearance of 7 feet.

PETITIONER: City of Hattiesburg

REQUEST: AMEND THE LAND DEVELOPMENT CODE TO ALLOW FOR PEDESTRIAN AND BICYCLE ACCESS AND CIRCULATION

AMEND ARTICLE 6, SECTION 116 IMPROVEMENTS TO ADD SECTION 116.01 (11) AS FOLLOWS:

116.01 (11). Construction of sidewalks, bicycle lanes, and shared-use pathways.

AMEND ARTICLE 6, SECTION 117 OPTIONAL IMPROVEMENTS TO AMEND SECTION 117.01 AND DELETE SECTION 117.02 AS FOLLOWS:

117.01 While not to be considered as required improvements, it shall be the policy of the Governing Authority that any additional improvements such as parks and open space, sidewalks, landscaping, suitably designed retaining walls, nature trails, pedestrian bridges over exposed waterways, and any similar improvements which in total would contribute to the livability and desirable visual appearance of the subdivision, are most highly recommended and encouraged. Any proposed improvements within existing or proposed street rights-of-way shall be subject to review by the Site Plan Review Committee and approved by the Land Development Code Administrator.

~~**117.02** When sidewalks are constructed in a subdivision they shall be subject to approval by the City Engineer and shall be constructed in accordance with City of Hattiesburg standard specifications. See Section 116.01, 1.~~

AMEND ARTICLE 6, SECTION 124 BLOCKS TO ADD SECTION 124.03 AS FOLLOWS:

124.03 Where a block length exceeds twelve hundred (1200) feet, sidewalks or shared-use pathways shall be provided mid-block to connect parallel streets on the long side of the block.

AMEND ARTICLE 6, SECTION 125 STREETS TO AMEND SECTION 125.08 (7) AS FOLLOWS:

125.08 Typical Section and Pavement:

7. ~~Concrete sidewalks, when installed, shall be a minimum of four (4) inches in thickness and three (3) feet in width, and shall be properly designed to drain. Sidewalks and bicycle lanes shall be installed according to Section 99, Pedestrian and Bicycle Access and Circulation.~~

AMEND ARTICLE 6, SECTION 126 STORM DRAINAGE SYSTEMS TO AMEND SECTION 126.06 AS FOLLOWS:

126.06 The structural design of all box culverts or bridges shall conform to the standard plans of the Mississippi State Highway Department for a load capacity of twenty (20) tons minimum. Bridges, where required, may be constructed on creosoted pile bents or reinforced concrete pile and steel with reinforced concrete deck up to a maximum of nineteen (19) feet center to center of bents. Bridges requiring spans greater than nineteen (19) feet shall be constructed of reinforced concrete or structural steel with a reinforced concrete deck. No mud sills or timber grills will be permitted for bridge foundations. All bridges shall be provided with substantial guard rails on both sides of two ~~four (4) foot~~ five (5) foot minimum width sidewalks.

89.20 Bicycle Parking Spaces:

1. **Spaces Required:** Bicycle parking spaces shall be provided if an existing or under construction bicycle lane or shared-use pathway exists within a 1 mile radius of the proposed development. The development must provide at least 3 bicycle parking spaces or bicycle parking spaces equal in number to at least 10% of the actual number of off-street vehicle parking spaces provided, whichever is greater. After the first 20 bicycle parking spaces are provided, additional bicycle parking spaces must be provided at 50% of the otherwise required ratio.
2. **Design and Location**
 - A. **General:** Inverted-U bike racks are required for bicycle parking spaces. The Urban Development Director is authorized to approve alternative designs that offer an equivalent level of safety, security and effectiveness. In all cases, required bicycle parking spaces must:
 1. Consist of bike racks or lockers anchored so that they cannot be easily removed;
 2. Be of solid construction, resistant to rust, corrosion, hammers, and saws;
 3. Allow both the bicycle frame and the wheels to be locked using a standard U-lock;
 4. Be designed so that they will not cause damage to the bicycle; and
 5. Facilitate easy locking without interference from or to adjacent bicycles.
 - B. **Size:** Required bicycle parking spaces must have minimum dimensions of 2 feet in width by 6 feet in length, with a minimum overhead vertical clearance of 7 feet.

SECTION 99 PEDESTRIAN AND BICYCLE ACCESS AND CIRCULATION

99.01 Required Pedestrian and Bicycle Access:

A. General

All new development shall be served by a system of sidewalks that permits safe, convenient, efficient, and orderly movement of pedestrians among the following origin and destination points within the development, as well as between the internal sidewalk system and the existing or planned external sidewalk system and any adjoining public parks, greenways, school, community centers, and shopping areas:

1. The primary entrance(s) of buildings;
2. Off-street parking bays serving the buildings;
3. Any designated or planned bus stops and shelters (on-site or on an adjacent road); and
4. Recreation facilities and other common use area and amenities.

B. Adjacent to Roadways

All new development shall install sidewalks, bicycle lanes, and/or shared-use pathways along all new or existing public roadways including loop streets, cul-de-sacs, private streets, and road bridges.

1. Sidewalks shall be installed on both sides of all roadways within the development. Sidewalks along roadways shall not be required in the following cases:
 - a. An existing sidewalk meeting city standards is already in place; or
 - b. The roadway is located within zoning districts A1, A2, I1, or I2;
2. Sidewalks shall be installed along the entire frontage of the development site with an existing public street. Sidewalks along these existing roadways shall not be required in the following cases:
 - a. An existing sidewalk meeting city standards is already in place; or
 - b. The roadway is located within zoning districts A1, A2, I1, or I2; or
 - c. The roadway is located within zoning district B5 and no sidewalks along roadways exist within a 4,000 foot radius; or
 - d. The roadway is located within zoning districts R1 or R2 and no sidewalks along roadways exist within a 1,000 foot radius.
3. Bicycle lanes shall be installed on both sides of all roadways within the development. Lanes shall not be required in the following cases:
 - a. An existing bicycle lane meeting city standards is already in place; or

- b. The street will be a local street or drive with a speed limit of 25 mph or less; or
 - c. An existing parallel bicycle lane or shared-use pathway exists within a 400 ft. distance.
4. A single shared-use pathway may be installed in place of a sidewalk and two bicycle lanes.
 5. The developer may install the required sidewalk or shared-use pathway on the development site within a public easement running parallel and adjacent to the public street if there is insufficient right-of-way width to accommodate the required pathway or if existing street trees present a conflict.

99.02 Pedestrian and Bicycle Connectivity

A. Pedestrian and Bicycle Cut-Throughs

Pedestrian and bicycle access easements at least eight feet wide shall be provided between the ends of cul-de-sacs and the nearest existing or proposed sidewalk, pedestrian and bicycle path, or trail. Such easements shall also be provided through the center of blocks that exceed the maximum block length standards in Section 124, Blocks, where necessary to provide convenient pedestrian and bicycle access within the development, as well as to adjacent transit stops or stations, community facilities, and shopping areas.

B. Pathway Connections to/from Adjoining Development and Developable Land

1. The pedestrian and bicycle access and circulation system for a development shall incorporate the continuation and connection of pathways and/or associated rights-of-way or easements extended (or “stubbed out”) to the boundary of the development site from existing or approved adjoining developments, and shall provide for the extension or connection of proposed internal pathways and associated rights-of-way or easements to those boundaries of the development site that adjoin potentially developable or re-developable land.
2. The Director of Urban Development may waive or modify the requirements or standards for extension of a pathway from or to adjoining property on determining that such extension is impractical or undesirable because it would require crossing a significant physical barrier or environmentally sensitive are (e.g., railroads, watercourses, floodplains, wetlands).

99.03 General Pathway Layout and Design

- A. **General Pathway Standards:** Required pedestrian and bicycle pathways shall meet the following standards:

	<i>Minimum Width</i>	<i>Flow Direction</i>	<i>Construction Material</i>	<i>Street Crossing Markings</i>	<i>Buffer From Roadway</i>
Sidewalks	5 ft.	2-way	concrete or pavers	required	3 ft. or curb
Bicycle Lanes	4 ft.	1-way	concrete, pavers or asphalt	not required	none required
Shared-Use Pathways	8 ft.	2-way	concrete, pavers or asphalt	required	3 ft. or curb

B. Additional Pathway Requirements

1. Sidewalks shall be emphasized with special design features—such as shade structures (e.g., arcades and porticos), pedestrian and bicycle light features, bollards, seat walls or benches, and landscape planters—that establish them as areas where pedestrians and bicycles are distinct from the flow of vehicular traffic and/or are protected from the elements.
2. All constructed pathways shall be ADA accessible according to the most current accessibility standards.
3. Proposed developments shall not include barriers that limit pedestrian and bicycle access between the subject property and adjacent properties.

SECTION 116 IMPROVEMENTS

116.01 In consideration of the City of Hattiesburg's acceptance of any subdivision and assuming the responsibility of maintaining the dedicated improvements laid out therein, the developer shall cause to be constructed, at no expense to the City of Hattiesburg, the following minimum improvements in accordance with the approved plans and the current Standard Specifications for Construction of Streets, Pavement, Sewers and Water Distribution Systems of the City of Hattiesburg.

1. Grading of streets and sidewalks shall be for the full width of the right-of-way. Valid exceptions to the grading requirement outside of the improvement area may be granted if necessitated by excessive grade change and/or the excessive removal of large trees which would be caused by the grading of the full right-of-way width providing such is approved by the City Engineer.
2. Surface drainage of streets shall be by concrete curb and gutter with curb inlets, manholes and underground storm sewers.
3. Installation of pipe culverts, box culverts, bridges or other drainage structures as required on the approved plans.
4. Excavation of drainage ditches, including erosion control.
5. Topping of subgrades with selected sub-base materials as required on the approved plans.
6. Construction of pavement base and surface courses.
7. Grading, dressing and erosion control measures on shoulders and slopes.
8. Construction of sanitary sewer system, including collection sewers, services to all lots, force mains, lift stations, and all appurtenances, and connecting sewers to existing sanitary sewers as per plans approved by the City Engineer, and meet the state and federal regulations.
9. Construction of water systems including water main, services to all lots, fire hydrants, valves, any and all appurtenances per plans approved by the City Engineer and meet state and federal regulations.
10. All improvements shall carry a one (1) year warranty after acceptance of the final plat.
11. Construction of sidewalks, bicycle lanes, and shared-use pathways.

116.02 All underground utility street crossings shall be installed prior to construction of the base course of the streets, or in lieu thereof, such utility lines shall be jacked or bored under the street after the base course has been installed. When the subdivider or his designated agent is

ready to install the final wearing surface on the streets, he shall not do so until he notifies the City Engineer or his designated agent(s) and receives approval for the installation from said City Engineer. If all improvements except the final wearing surface have been completed at the time at which the City Engineer wishes to submit the final plat for approval, he may, after obtaining approval from the City Engineer, pay a paving fee in an amount of one hundred and twenty-five (125) percent of the cost to properly complete all paving of the roadway in accordance with the approved construction plans and specifications. The City may then accept the street for maintenance and place the final wearing surface when the City deems substantial construction of the structures has been completed.

116.03 It shall be the responsibility of the developer to mark or cause to be marked the "as built" location of all water and sanitary sewer services to individual lots. The location of water and sanitary sewer services shall be a permanent/imprinted mark on the face of the curb with the letter "W" to denote water and with the letter "S" to denote sewer.

SECTION 117 OPTIONAL IMPROVEMENTS

117.01 While not to be considered as required improvements, it shall be the policy of the Governing Authority that any additional improvements such as parks and open space, sidewalks, landscaping, suitably designed retaining walls, nature trails, pedestrian bridges over exposed waterways, and any similar improvements which in total would contribute to the livability and desirable visual appearance of the subdivision, are most highly recommended and encouraged. Any proposed improvements within existing or proposed street rights-of-way shall be subject to review by the Site Plan Review Committee and approved by the Land Development Code Administrator.

~~**117.02** When sidewalks are constructed in a subdivision they shall be subject to approval by the City Engineer and shall be constructed in accordance with City of Hattiesburg standard specifications. See Section 116.01, 1.~~

117.03 It shall be the responsibility of the Hattiesburg Planning Commission and the Department of Planning and Community Development to constantly monitor residential development in Hattiesburg to ascertain directions and patterns of growth for the purpose of anticipating where parks and open spaces for recreational purposes will be needed and to recommend to the Governing Authority acquisition of such land by the City of Hattiesburg before such acquisition is preempted by development.

SECTION 124 BLOCKS

124.01 As a usual practice, blocks should be no less than four hundred (400) feet nor more than twelve hundred (1200) feet in length, except where it is necessary to secure an efficient use of land such as institutional, commercial, or industrial areas, and a dead end street shall not exceed eight hundred (800) feet, including turn around. Necessary variances in the length, shape and width of blocks may be granted in keeping with the provisions of Sections 46 and 96.

124.02 Blocks shall be wide enough to allow two (2) rows of lots that are of the dimensions required by the Land Development Code. Where such is prevented by topographic conditions, the Site Plan Review Committee may approve a single row of lots in keeping with the dimensional requirements of the zoning district.

124.03 Where a block length exceeds twelve hundred (1200) feet, sidewalks or shared-use pathways shall be provided mid-block to connect parallel streets on the long side of the block.

SECTION 125 STREETS

125.01 The design of streets shall conform to the minimum criteria set forth herein below depicted in this Code or by other City ordinances, and shall be considered in their relationship to existing and planned streets, to topographic conditions, to public convenience and safety, and their appropriate relation to the proposed uses of the land to be served by such streets.

125.02 The arrangement of streets in a subdivision shall either:

1. Provide for the continuation of existing streets in surrounding areas,
2. Conform to a plan for area development adopted by the Hattiesburg Planning Commission and approved by the Governing Authority to meet a particular situation where topographical or other conditions make continuance or conformance to existing streets impractical.

125.03 Residential streets shall be so laid out that their use by through traffic will be discouraged. Where a proposed residential subdivision abuts or contains an existing or proposed arterial street, the Site Plan Review Committee may require that the streets or lots be designed in such a way as to provide adequate protection of residential properties.

125.04 Where a proposed subdivision abuts or contains a railroad, freeway, limited or controlled access highway right-of-way, the Site Plan Review Committee may require a street approximately parallel to and on each side of such right-of-way, at a distance suitable for the appropriate use of the intervening land. Such distances shall also be determined with due regard for the requirement of approach grades and further grade separations.

125.05 Half-streets shall be prohibited.

125.06 Horizontal and Vertical Alignment:

1. The maximum length of a minor street designed to have only one end open shall be eight hundred (800) feet unless a greater length is required due to unusual topographic conditions or to property access limitations, and approval is granted by the Site Plan Review Committee. A turn-around having a minimum diameter of seventy-five (75) feet between curb faces and a minimum right-of-way of one hundred (100) feet shall be provided at the closed end of such streets.
2. The minimum stopping sight distances for horizontal curves on minor residential streets shall be two hundred (200) feet.
3. Reverse curves shall be avoided where possible. Should it become absolutely necessary to utilize a reverse curve, a tangent of at least one hundred (100) feet shall be introduced between curves.

4. The minimum radius of curvature permitted on a horizontal curve shall depend upon design speed and corresponding friction coefficients developed by AASHTO (American Association of State Highway and Transportation Officials), but shall not be less than one hundred seventy-five (175) feet.
5. All changes in street grades shall be made with vertical curves. The minimum required stopping sight distance for a vertical curve shall be computed using formulas developed by AASHTO, but shall not be less than two hundred (200) feet, except in residential areas, the minimum required shall not be less than one hundred (100) feet.
6. The maximum gradient shall not exceed eight (8) percent except where steeper grades are mandatory due to unusual topographic conditions and approval is granted by the City Engineer. The minimum grade shall be such as to allow for adequate drainage without undue spread of storm water over the travel lane, but shall not be less than one-half (0.5) percent.

125.07 Intersection Design:

1. Streets shall be designed to intersect at approximately right angles. Skewed intersections shall be avoided and in no case shall the angle of intersection be less than seventy-five (75) degrees.
2. Street intersections and approaches shall be designed on as flat a grade as possible. Street gradients within one hundred (100) feet of intersections shall not exceed four (4) percent, and every reasonable effort shall be made to keep the gradient below two (2) percent.
3. The minimum curb radius permitted at intersections shall be twenty (20) feet for minor residential streets, and twenty-five (25) feet for collector streets, and for streets serving commercial or industrial developments.
4. Two streets intersecting the same street (T-intersection) shall be avoided, but when required because of unusual topographic conditions shall be offset a minimum of one hundred twenty-five (125) feet (centerline offset).
5. Turning lanes shall be provided at heavily traveled intersections as determined by the City Engineer or Site Plan Review Committee.
6. When possible, intersections on sharp horizontal curves or near the vertex of crest vertical curves shall be avoided.

125.08 Typical Section and Pavement:

1. Streets shall be designed with a parabolic crown of one and one-half (1.5) percent.
2. Street pavement designs shall be based on consideration of the anticipated traffic volumes by weight, the subgrade soil, surface drainage, ground water and climatic conditions.

The pavement thickness shall be a function of the load supporting value of the subgrade soil beneath the pavement and of the load distribution characteristics of the proposed pavement structure. Soil borings by a licensed geotechnical firm may be required by the City Engineer.

3. Streets serving low density single family and moderate density single and two-family residential districts (A-1, A-2, R-1, and R-2, zoning district) as established in the Official Land Development Code shall have a minimum street width of twenty-seven (27) feet back to back of curb and a minimum right-of-way of fifty (50) feet. No on-street parking permitted.
4. Streets serving a moderate density and/or high density residential district (R-3 and R-4 zoning district) in the official Land Development Code shall have a minimum street width of thirty-two (32) feet back to back of curb and a minimum right-of-way width of sixty (60) feet. One side on-street parking permitted.
5. Streets serving commercial or industrial developments shall have a minimum street and right-of-way widths as determined by the Site Plan Review Committee. Sixty (60) feet of paved surface may be required, with a minimum eighty (80) feet of right-of-way. No on-street parking permitted.
6. If it is determined by the Comprehensive Planning Process and/or the Site Plan Review Committee that a street within a proposed development will serve as a secondary or arterial route shall conform to said Comprehensive Plan or, said committee may require that an additional right-of-way width be dedicated.
7. ~~Concrete sidewalks, when installed, shall be a minimum of four (4) inches in thickness and three (3) feet in width, and shall be properly designed to drain.~~ Sidewalks and bicycle lanes shall be installed according to Section 99, Pedestrian and Bicycle Access and Circulation.
8. All streets shall be designed with curb and gutter, unless located in an approved Planned Unit Development.

125.09 Proposed streets which are obviously in alignment with others already existing and named shall bear the names of the existing streets as designated with the Forrest-Lamar Emergency Communications District. In no case shall names of proposed streets duplicate or be confused with existing street names. Street names shall be subject to the approval of the Site Plan Review Committee.

125.10 The building shall front the street which the lot fronts in all approved and recorded subdivisions unless otherwise approved, after careful review of the facts involved by the Site Plan Review Committee. In the cases of corner lots, the buildings shall front one or both of the streets that the lot abuts.

SECTION 126

STORM DRAINAGE SYSTEMS

126.01 The design of storm water drainage systems shall insure adequate control of storm water runoff through the use of properly sized and positioned drainage structures including, but not limited to, curb and gutter, curb and grate inlets, storm sewer pipe, box culverts, intersectional drains, open ditches and bridges. The design of storm drainage systems shall be in accordance with accepted engineering practice and meet or exceeds the requirements to control storm water runoff for the twenty-five year flood level.

126.02 The design of storm water drainage systems shall be compatible with the current storm water drainage plan. Minimum right-of-way required by the plan shall be dedicated.

126.03 Drainage facilities shall be designed to prevent damage to adjacent properties.

1. Accommodation of Upstream Drainage Areas: A culvert or other drainage facility shall in each case be large enough to accommodate potential runoff from the entire upstream drainage area, whether inside or outside the subdivision. The City Engineer shall approve the necessary size of the facility, based on the provisions of the construction standards and specifications assuming conditions of maximum potential watershed development.
2. Effect on Downstream Drainage Areas: The Developer's Engineer shall also study the effect of each subdivision on existing downstream drainage facilities outside the area of the subdivision. Local drainage studies together with such other studies as shall be appropriate, shall serve as a guide to needed improvements. Where it is anticipated that the additional run-off incident to the development of the subdivision will overload an existing downstream drainage facility, the Site Plan Review Committee may withhold approval of the subdivision until provisions have been made for the improvement of said potential conditions in such sum as the Site Plan Review Committee shall determine. No subdivision shall be approved unless adequate drainage will be provided to an adequate drainage watercourse or facility.

126.04 Storm Drainage Pipe and Culverts:

1. Pipe and culvert sizes shall be selected by use of computed hydrological and hydraulic data. Design flows shall be based on climatic factors such as rainfall intensity, duration, frequency and distribution and physiographic factors such as size, shape, and slope of drainage area, anticipated land use or cover, surface infiltration condition, soil type and topographical condition. Pipe selection shall be based on its hydraulic capacity considering size, slope, and roughness characteristics as well as its tendency to become choked and the ability to clean and remove obstructions.
2. The minimum storm drainage pipe size shall be fifteen (15) inches.

3. Cross drains shall be provided to accommodate all natural water flow and shall be of sufficient length to permit construction of a full width roadway including side slopes. Headwalls or flared end section aprons as well as channel bottom and slope protection shall be provided at the upstream and discharge end of the cross drain as required by the City Engineer.

126.05 Streets, Curb and Gutter, and Inlets:

1. The horizontal and vertical alignment of streets shall be compatible with the storm water runoff system and drainage design.
2. Street grades shall be coordinated with lot drainage as proposed in the grading plan.
3. The hydraulic capacity of the curb and gutter shall be determined by accepted engineering procedure taking into consideration roughness, street cross-slope, and street gradient, and allowable spread of water over the travel line.
4. The hydraulic capacity of curb inlets shall be determined by accepted engineering procedure taking into consideration inlet geometry and characteristics of the gutter flow. Curb inlets shall be spaced so as to limit the spread of water to not more than one quarter of the street width during a design storm of five (5) year return period and fifteen (15) minute duration. Inlets shall also be located at all low points in the gutter grade, to prevent gutter flow from crossing traffic lanes of an intersecting street, or at points of special concern as designated by the City Engineer.

126.06 The structural design of all box culverts or bridges shall conform to the standard plans of the Mississippi State Highway Department for a load capacity of twenty (20) tons minimum. Bridges, where required, may be constructed on creosoted pile bents or reinforced concrete pile and steel with reinforced concrete deck up to a maximum of nineteen (19) feet center to center of bents. Bridges requiring spans greater than nineteen (19) feet shall be constructed of reinforced concrete or structural steel with a reinforced concrete deck. No mud sills or timber grills will be permitted for bridge foundations. All bridges shall be provided with substantial guard rails on both sides of two ~~four (4) feet~~ five (5) foot minimum width sidewalks.

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed and represented by City of Hattiesburg, with the Mayor and Council of the City of Hattiesburg, Mississippi, to amend the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, as follows:

1. Add Article 5, Section 99 to provide regulations for Pedestrian and Bicycle Access and Circulation;
2. Amend the following sections in Article 6 to add, delete or amend sections affected by the new regulations for Pedestrian and Bicycle Access and Circulation:
Section 116.01 (11); 117.01; 117.02; 124.03; 125.08 (7); and 126.06.

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

WITNESS my signature and the official seal of said City on this, the 10th day of January, A.D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie Myers /s/
CITY CLERK

(SEAL)

Publish (1) Friday, January 13, 2012
City of Hattiesburg
Return PROOF to City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898

MINUTES
OF THE
REGULAR MEETING
OF THE

HATTIESBURG PLANNING COMMISSION

February 1, 2012

The Hattiesburg Planning Commission did meet in a regular session on February 1, 2012 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Richard Conville, Chairman, presiding.

Commissioners Present:

Judy Corts
Marjorie Chambers
Joseph White, Vice-Chairman
Richard Conville, Chairman
Linda McMurtrey
Don McCleskey
Jessie Wilson

Commissioners Absent:

Annie Pope
Robin Roberts

Also Present:

Pattie Brantley, AICP, Director of Urban Development
Bill Rodgers, Land Code Administrator
Lisa J. Reid, Planning Manager
Craig Dearman, Engineering Technician
Andy Parker, Arborist

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

Invocation:

Marjorie Chambers

AGENDA REVIEW

There came the matter of the Agenda for the February 1, 2012 meeting. The agenda was approved.

Motion made by:

Joe White

Motion seconded by:

Don McCleskey

Commissioners voting aye:

Judy Corts
Joseph White
Linda McMurtrey
Don McCleskey
Marjorie Chambers
Jessie Wilson

Commissioners voting nay:

None

Commissioners abstaining:

None

MINUTES REVIEW

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

There came the matter of Item F, the petition filed and represented by Sarah Newton, New Town Development, LLC, on behalf of Martha Barron Polk, owner, to allow a Use Permit Upon Review for “Off-Site Parking” in a B-3 (Community Business) District, for a certain property located at 309 McLeod Street (business Parcel 35-636-2-18, PPIN 21832, Ward 4, and offsite parking at 302, 304, and 306 McLeod Street (parking Parcel 35-636-9-2, PPIN 22870, Ward 4).

<u>Name</u>	<u>Address</u>	<u>City/State</u>
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<u>Presented by:</u>	Sarah Newton	312 3 rd Avenue	Hattiesburg, MS 39401
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<u>Proponents:</u>	Dianne Sheppard	505 Walnut Street (Main Street Books)	Hattiesburg, MS 39401
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Chris Cagle	104 Williams Street (New Yokel 205 Main Street)	Hattiesburg, MS 39401
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<u>Opponents:</u>	Jim Gladden	P O Box 1854	Hattiesburg, MS 39403
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Chairman Conville declared the Public Hearing closed at 2:50 p.m. and the Business Meeting open to vote on the request.

<u>Motion made by:</u>	Linda McMurtrey
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<u>Motion seconded by:</u>	Jessie Wilson
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<u>Commissioners voting aye:</u>	Judy Corts
	Joseph White
	Linda McMurtrey
	Don McCleskey
	Marjorie Chambers
	Jessie Wilson
<u>Commissioners voting nay:</u>	None

<u>Commissioners abstaining:</u>	None
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The Hattiesburg Planning Commission voted to **APPROVE** Item F for the following reasons:

1. The need to protect the stability, integrity, and character of Hattiesburg’s residential neighborhoods.
2. The need to preserve and encourage the stability of the Hattiesburg business community.
3. The need to reinforce Hattiesburg’s quality of life, preserve neighborhood identity, and boost community pride.
4. The need to conserve and protect Hattiesburg’s physical infrastructure.
5. The public need for the proposed use, as opposed to the private interest of an individual.

Commissioner Don McCleskey left the meeting.

There came the matter of Item G, the petition filed by the City of Hattiesburg, to amend the Land Development Code as follows:

1. Add Article 5, Section 89.20 and Section 99 to provide regulations for Pedestrian and Bicycle Access and Circulation; and
2. Amend the following sections in Article 6 as outlined in attached text to add, delete or amend sections affected by the new regulations for Pedestrian and Bicycle Access and Circulation: Section 116.01 (11); 117.01; 117.02; 124.03; 125.08 (7); and 126.06.

<u>Presented by:</u>	<u>Name</u>	<u>Address</u>	<u>City/State</u>
	Bert Kuyrkendall	City Engineer	Hattiesburg, MS 39403

Provided a copy of revised Text showing the following 3 changes:
Sections 99.02 (B2) and 89.20 (2A) changed “Urban Development Director” to
“Site Plan Review Committee” and Section 99.03 (B1) changed to the word “shall”
to “should.” (Exhibit C)
A copy of the Complete Streets Ordinance was also provided. (Exhibit D)

Proponents: None
Opponents: None

Chairman Conville declared the Public Hearing closed at 3:25 p.m. and the Business Meeting
open to vote on the request.

Discussion included a revision to Section 99.01 (A and B) to remove the words “renovated
or” in the second line and to correct Section number from 89.12 to 89.20 on the changes Mr.
Kuyrkendall presented.

A motion was made to accept the change to 99.01 (A and B).

Motion made by: Joseph White
Motion seconded by: Linda McMurtrey

A subsequent motion was made to accept all the proposed changes [99.01 (A and B), 99.02
(B2), 89.20 (2A), and Section 99.03 (B1)], for a total of 5 text changes and the section number
correction.

Motion made by: Joseph White
Motion seconded by: Jessie Wilson
Commissioners voting aye: Judy Cortis
 Joseph White
 Linda McMurtrey
 Marjorie Chambers
 Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

A motion was made to vote on Item G, as amended.

Motion made by: Joseph White
Motion seconded by: Jessie Wilson
Commissioners voting aye: Judy Cortis
 Joseph White
 Linda McMurtrey
 Marjorie Chambers
 Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

The Hattiesburg Planning Commission voted to **APPROVE** Item G, as amended.
Commissioner McMurtrey stated on her ballot “Important additions to implement Pedestrian &
Bicycle Access & Circulation”

Other Business: None

There being no further business, the meeting was adjourned at 3:10 p.m.

Richard Conville, Chairman

Lisa Reid, Planning Administrator
/Recording Secretary

SECTION 99 PEDESTRIAN AND BICYCLE ACCESS AND CIRCULATION

99.01 Required Pedestrian and Bicycle Access:

A. General

All new development (including newly developed sites or existing sites when the total gross floor area of the presently existing structure(s) is ~~renovated~~ or increased by at least fifty percent) shall be served by a system of sidewalks that permits safe, convenient, efficient, and orderly movement of pedestrians among the following origin and destination points within the development, as well as between the internal sidewalk system and the existing or planned external sidewalk system and any adjoining public parks, greenways, school, community centers, and shopping areas:

1. The primary entrance(s) of buildings;
2. Off-street parking bays serving the buildings;
3. Any designated or planned bus stops and shelters (on-site or on an adjacent road); and
4. Recreation facilities and other common use area and amenities.

2 strikes
P/LR
eye

B. Adjacent to Roadways

All new development (including newly developed sites or existing sites when the total gross floor area of the presently existing structure(s) is ~~renovated~~ or increased by at least fifty percent) shall install sidewalks, bicycle lanes, and/or shared-use pathways along all new or existing public roadways including loop streets, cul-de-sacs, private streets, and road bridges.

1. Sidewalks shall be installed on both sides of all roadways within the development. Sidewalks along roadways shall not be required in the following cases:
 - a. An existing sidewalk meeting city standards is already in place; or
 - b. The roadway is located within zoning districts A1, A2, I1, or I2;
2. Sidewalks shall be installed along the entire frontage of the development site with an existing public street. Sidewalks along these existing roadways shall not be required in the following cases:
 - a. An existing sidewalk meeting city standards is already in place; or
 - b. The roadway is located within zoning districts A1, A2, I1, or I2; or
 - c. The roadway is located within zoning district B5 and no sidewalks along roadways exist within a 4,000 foot radius; or
 - d. The roadway is located within zoning districts R1 or R2 and no sidewalks along roadways exist within a 1,000 foot radius.

Exhibit C

3. Bicycle lanes shall be installed on both sides of all roadways within the development. Lanes shall not be required in the following cases:
- a. An existing bicycle lane meeting city standards is already in place; or
 - b. The street will be a local street or drive with a speed limit of 25 mph or less; or
 - c. An existing parallel bicycle lane or shared-use pathway exists within a 400 ft. distance.
4. A single shared-use pathway may be installed in place of a sidewalk and two bicycle lanes.
5. The developer may install the required sidewalk or shared-use pathway on the development site within a public easement running parallel and adjacent to the public street if there is insufficient right-of-way width to accommodate the required pathway or if existing street trees present a conflict.

99.02 Pedestrian and Bicycle Connectivity

A. Pedestrian and Bicycle Cut-Throughs

Pedestrian and bicycle access easements at least eight feet wide shall be provided between the ends of cul-de-sacs and the nearest existing or proposed sidewalk, pedestrian and bicycle path, or trail. Such easements shall also be provided through the center of blocks that exceed the maximum block length standards in Section 124, Blocks, where necessary to provide convenient pedestrian and bicycle access within the development, as well as to adjacent transit stops or stations, community facilities, and shopping areas.

B. Pathway Connections to/from Adjoining Development and Developable Land

1. The pedestrian and bicycle access and circulation system for a development shall incorporate the continuation and connection of pathways and/or associated rights-of-way or easements extended (or “stubbed out”) to the boundary of the development site from existing or approved adjoining developments, and shall provide for the extension or connection of proposed internal pathways and associated rights-of-way or easements to those boundaries of the development site that adjoin potentially developable or re-developable land.

- X 2. The Site Plan Review Committee may waive or modify the requirements or standards for extension of a pathway from or to adjoining property on determining that such extension is impractical or undesirable because it would require crossing a significant physical barrier or environmentally sensitive area (e.g., railroads, watercourses, floodplains, wetlands).

99.03 General Pathway Layout and Design

- A. General Pathway Standards: Required pedestrian and bicycle pathways shall meet the following standards:

	<i>Minimum Width</i>	<i>Flow Direction</i>	<i>Construction Material</i>	<i>Street Crossing Markings</i>	<i>Buffer From Roadway</i>
Sidewalks	5 ft.	2-way	concrete or pavers	required	3 ft. or curb

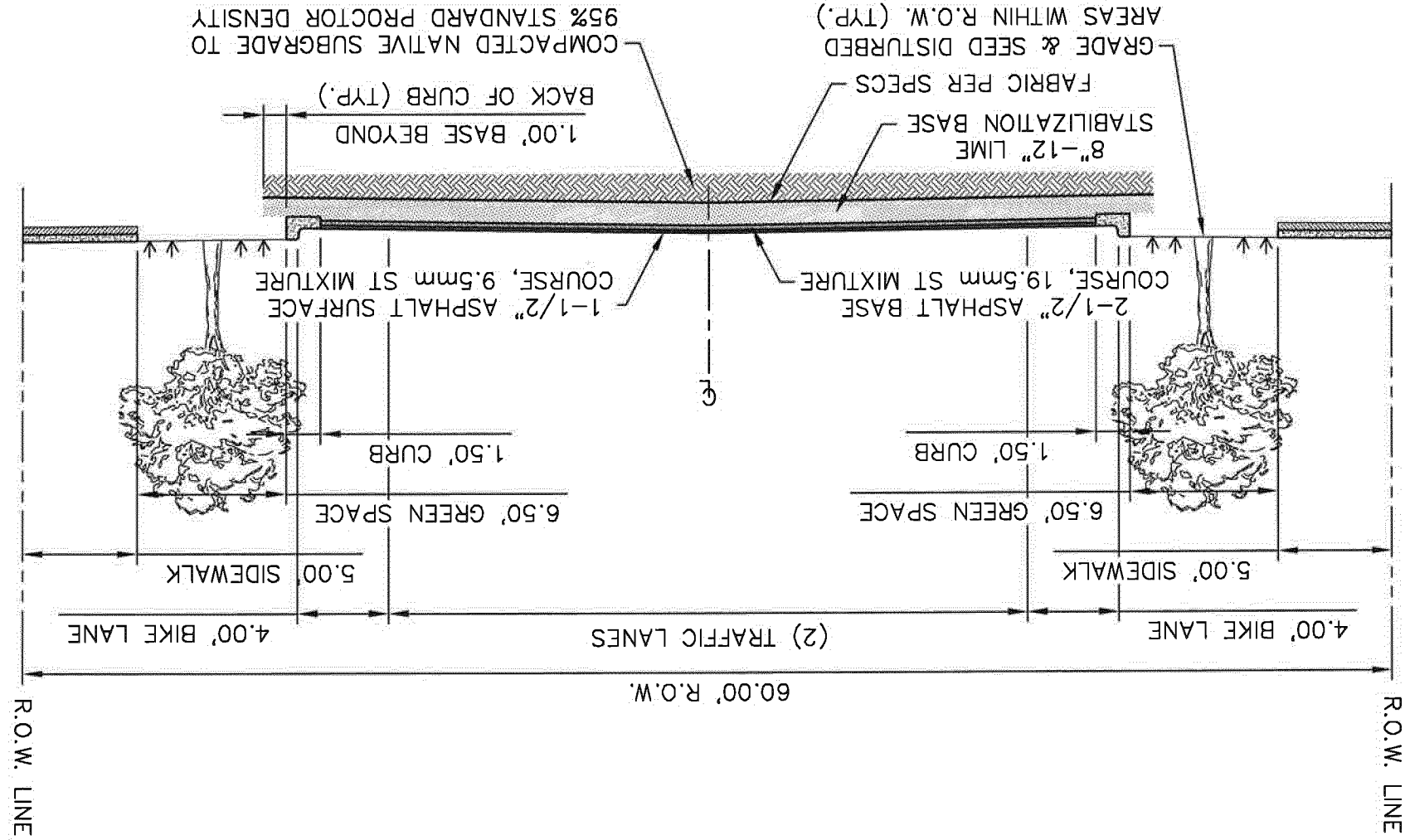
Bicycle Lanes	4 ft.	1-way	concrete, pavers or asphalt	not required	none required
Shared-Use Pathways	8 ft.	2-way	concrete, pavers or asphalt	required	3 ft. or curb

B. Additional Pathway Requirements

- X
1. Sidewalks should be emphasized with special design features—such as shade structures (e.g., arcades and porticos), pedestrian and bicycle light features, bollards, seat walls or benches, and landscape planters—that establish them as areas where pedestrians and bicycles are distinct from the flow of vehicular traffic and/or are protected from the elements.
 2. All constructed pathways shall be ADA accessible according to the most current accessibility standards.
 3. Proposed developments shall not include barriers that limit pedestrian and bicycle access between the subject property and adjacent properties.

89.12 Bicycle Parking Spaces:

1. Spaces Required: Bicycle parking spaces shall be provided if an existing or under construction bicycle lane or shared-use pathway exists within a 1 mile radius of the proposed development. The development must provide at least 3 bicycle parking spaces or bicycle parking spaces equal in number to at least 10% of the actual number of off-street vehicle parking spaces provided, whichever is greater. After the first 20 bicycle parking spaces are provided, additional bicycle parking spaces must be provided at 50% of the otherwise required ratio.
2. Design and Location
 - A. General: Inverted-U bike racks are required for bicycle parking spaces. The Site Plan Review Committee is authorized to approve alternative designs that offer an equivalent level of safety, security and effectiveness. In all cases, required bicycle parking spaces must:
 1. Consist of bike racks or lockers anchored so that they cannot be easily removed;
 2. Be of solid construction, resistant to rust, corrosion, hammers, and saws;
 3. Allow both the bicycle frame and the wheels to be locked using a standard U-lock;
 4. Be designed so that they will not cause damage to the bicycle; and
 5. Facilitate easy locking without interference from or to adjacent bicycles.
 - B. Size: Required bicycle parking spaces must have minimum dimensions of 2 feet in width by 6 feet in length, with a minimum overhead vertical clearance of 7 feet.



**TYPICAL STREET SECTION
SIDEWALKS & BIKE LANES
PREFERRED LAYOUT**

TYPICAL STREET SECTION W/ SIDEWALKS & BIKE LANES - PREFERRED LAYOUT

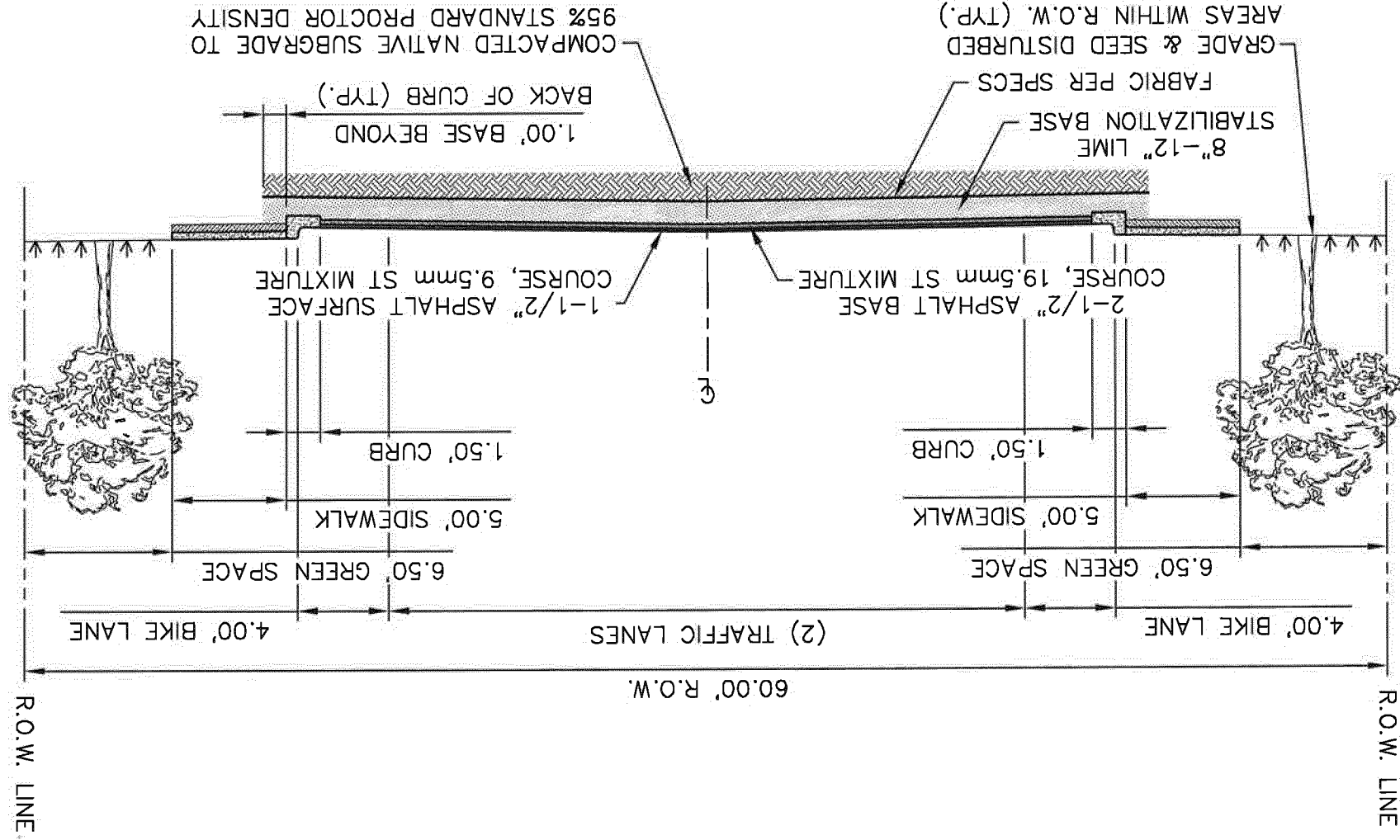
Dwg No.: 1277	Drawn By: KSP	Rev 1:
Scale: N.T.S.	Date: 11/11/11	Rev 2:
File Name: Roadway.dwg	Approved:	Rev 3:

Prepared by:
Shaw, Deacon & Wells, Inc.
Consulting Engineers
P.O. Box 1711
Hattiesburg, MS 39401-1711

CITY OF HATTIESBURG

STANDARD CONSTRUCTION DETAIL





**TYPICAL STREET SECTION
SIDEWALKS & BIKE LANES
MIN. REQ'D. LAYOUT**

TYPICAL STREET SECTION W/ SIDEWALKS & BIKE LANES - MIN. REQ'D. LAYOUT

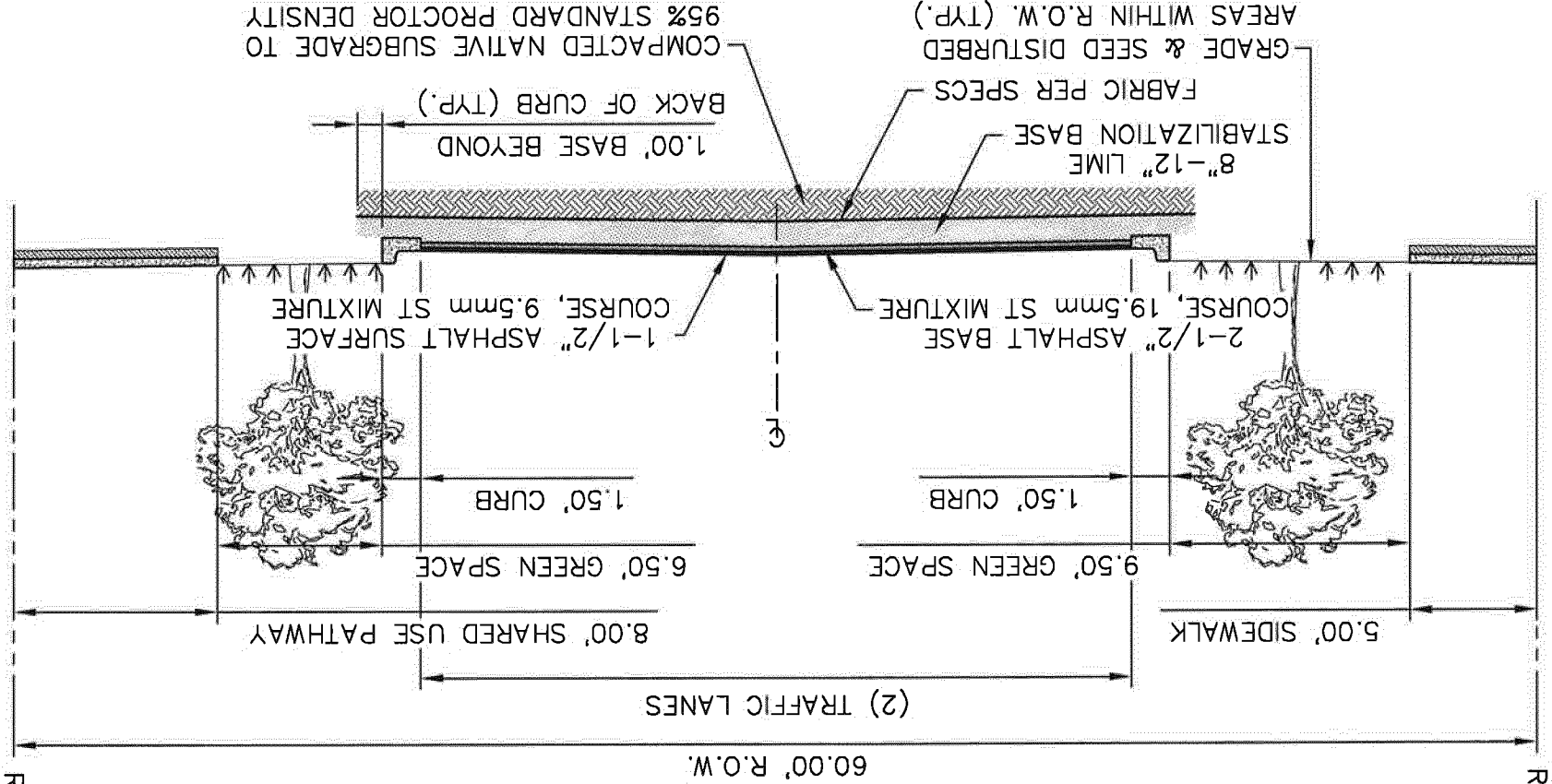
Dwg No.: 1277	Drawn By: KSP	Rev 1:
Scale: N.T.S.	Date: 11/11/11	Rev 2:
File Name: Roadway.dwg	Approved:	Rev 3:

Prepared by:
Shores, Roemer & Walls, Inc.
Consulting Engineers
P.O. Box 1771
Hattiesburg, MS 39401-1711

CITY OF HATTIESBURG
STANDARD CONSTRUCTION DETAIL



R.O.W. LINE



**TYPICAL STREET SECTION
SIDEWALK & BIKE PATH IN
SHARED-USE PATHWAY
PREFERRED LAYOUT**

R.O.W. LINE

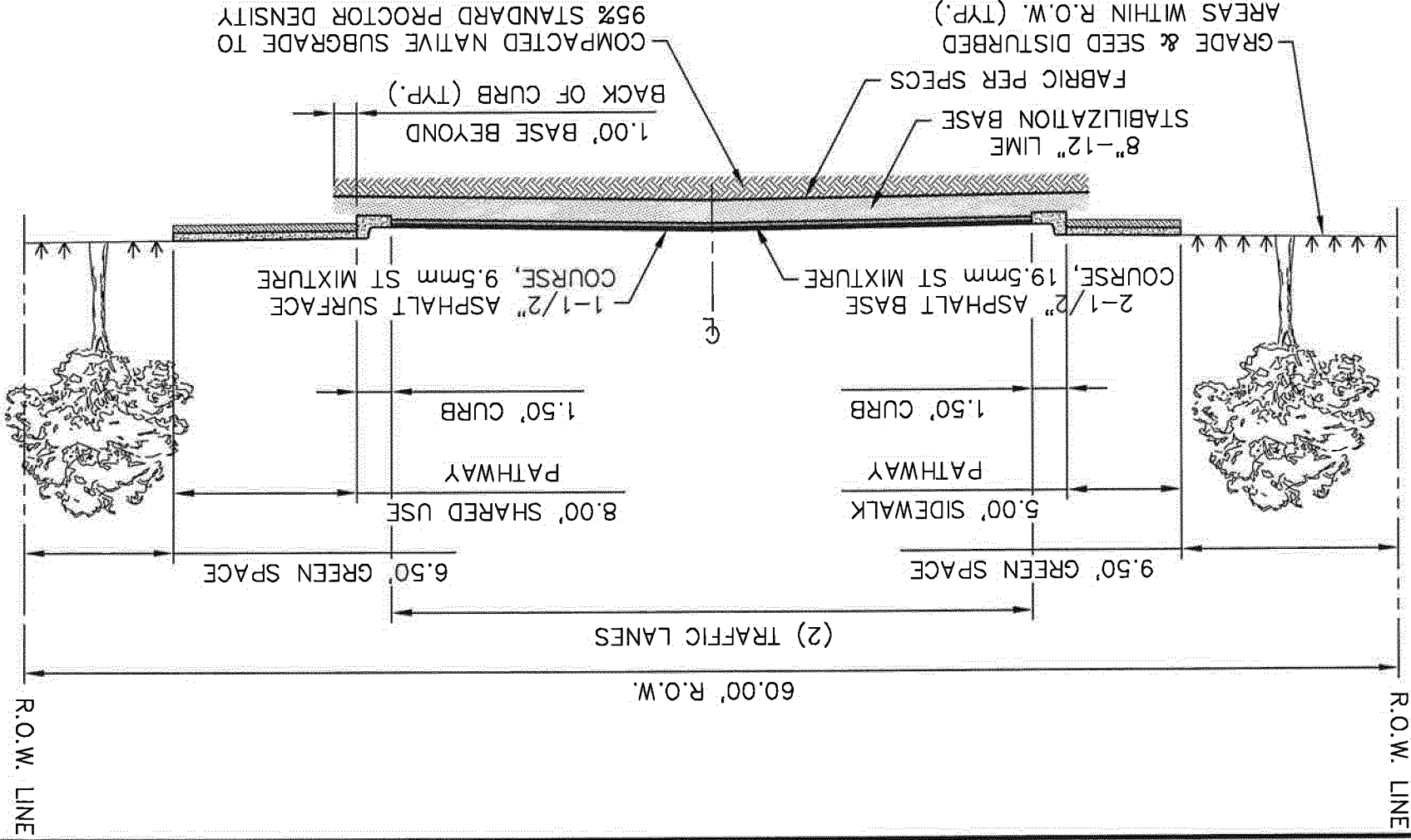
TYPICAL STREET SECTION W/ SIDEWALK & BIKE PATH IN SHARED USE PATHWAY - PREFERRED LAYOUT

Dwg No.: 1277	Drawn By: KSP	Rev 1:
Scale: N.T.S.	Date: 11/11/11	Rev 2:
File Name: Roadway.dwg	Approved:	Rev 3:

Prepared by:
Shaw, Johnson & Webb, Inc.
Consulting Engineers
2000 Lee Highway
Hattiesburg, MS 39401-1711

**CITY OF HATTIESBURG
STANDARD CONSTRUCTION DETAIL**





**TYPICAL STREET SECTION
SIDEWALK & BIKE PATH IN
SHARED-USE PATHWAY
MIN. REQ'D. LAYOUT**

TYPICAL STREET SECTION W/ SIDEWALK & BIKE PATH IN SHARED USE PATHWAY - MIN. REQ'D. LAYOUT

Dwg No.: 1277	Drawn By: KSP	Rev 1:
Scale: N.T.S.	Date: 11/11/11	Rev 2:
File Name: Roadway.dwg	Approved:	Rev 3:

CITY OF HATTIESBURG
STANDARD CONSTRUCTION DETAIL

Prepared by:
Shaw, Deaton & Wells, Inc.
Consulting Engineers
PO Box 1711
Hattiesburg, MS 39401-1711



ORDINANCE NUMBER
AN ORDINANCE TO ADOPT A "COMPLETE STREETS"
POLICY IN THE CITY OF HATTIESBURG

WHEREAS, City of Hattiesburg policy as stated in the Comprehensive Plan is to make city Streets safe, comfortable and convenient for travel via automobile, foot, bicycle, and transit by adopting a Complete Streets policy; and

WHEREAS, increasing walking and bicycling offers the potential for improved health, reduced traffic congestion, a more livable community, and more efficient use of road space and resources; and

WHEREAS, the Complete Streets guiding principle is to design, operate and maintain Streets to promote safe and convenient access and travel for all Users, including residents who do not or cannot drive, such access to include sidewalks, Bicycle Lanes, Shared-Use Pathways, and vehicle lanes; and

WHEREAS, other jurisdictions and agencies nationwide have adopted Complete Streets legislation including the U.S. Department of Transportation, the state of Tennessee, and communities in Mississippi and Alabama; and

WHEREAS, the City of Hattiesburg will implement Complete Streets policy by designing, operating and maintaining the transportation network to improve travel conditions for bicyclists, pedestrians, cars, and transit in a manner consistent with, and supportive of, the surrounding community; and

WHEREAS, the City of Hattiesburg recognizes the number of cost-effective improvements to existing roads that can increase access and safety, including crosswalks, Bicycle Lanes, signage, bulb outs, on-street parking, adding trees, and changing the signalization of traffic lights; and

WHEREAS, the City of Hattiesburg will implement policies and procedures with the construction or reconstruction of transportation facilities to support the creation of Complete Streets including capital improvements and re-channelization projects, recognizing that all Streets are different and in each case User needs must be balanced;

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

Section 1. The City of Hattiesburg will plan for, design and construct all new Transportation Improvement Projects to provide appropriate accommodation for pedestrians, bicyclists, motorists, and persons of all abilities, while promoting safe operation for all Users, as provided for below.

Section 2. Definitions

The following words and phrases, whenever used in this ordinance, shall have the meanings defined in this section unless the context clearly requires otherwise:

- 1) "Complete Streets Infrastructure" means design features that contribute to a safe, convenient, or comfortable travel experience for Users, including but not limited to features such as: sidewalks; Shared-Use Pathways; Bicycle Lanes; automobile lanes; paved shoulders; accessible curb ramps; bulb outs; crosswalks; refuge islands; pedestrian and traffic signals, and public transportation stops and facilities.
- 2) "Street" means any right of way, public or private, including arterials, collectors, local roads, and roadways by any other designation, as well as bridges, tunnels, and any other portions of the transportation network.
- 3) "Transportation Improvement Project" means the construction, reconstruction, retrofit, or alteration of any Street, and includes the planning, design, approval, and implementation processes, except that "Transportation Improvement Project" does not include routine upkeep such as cleaning, sweeping, mowing, spot repair, or pavement resurfacing, and does not include projects with a total cost of less than \$20,000.
- 4) "Bicycle Way" means any course intended for the preferential use of bicyclists. Examples include Bicycle Lanes and Shared-Use Paths.
- 5) "Pedestrian Way" means any course intended for the preferential use of pedestrians. Examples include sidewalks and Shared-Use Paths.

Exhibit D

- 6) “Bicycle Lane” means a portion of a roadway (either with curb and gutter or a flush shoulder) which has been designated by striping, and special pavement markings or signing for the preferential use by bicyclists. The minimum viable width for a Bicycle Lane is four feet and traffic flow is one-way.
- 7) “Shared-Use Pathway” means a multi-use pathway for all non motorized users including pedestrians and bicyclists. The minimum viable width for a Shared-Use Pathway is eight feet and traffic flow is two-way.
- 8) “Users” mean individuals that use Streets, including pedestrians, bicyclists, motor vehicle drivers, public transportation riders and drivers, and people of all ages and abilities, including children, youth, families, older adults, and individuals with disabilities.

Section 3. Requirements

The City of Hattiesburg will implement the Complete Streets principles as follows:

- 1) Every Transportation Improvement Project shall incorporate Complete Streets Infrastructure including both Bicycle and Pedestrian Ways sufficient to enable reasonably safe travel along and across the right of way for each category of Users; unless one or more of these conditions exists and is documented:
 - a) Bicyclists or pedestrians are prohibited by law from using the roadway. In this instance, a greater effort may be necessary to accommodate bicyclists and pedestrians elsewhere within the right-of-way or within the same transportation corridor.
 - b) The cost of establishing bikeways or walkways would be excessively disproportionate to the total cost of the transportation project. “Excessively disproportionate” is defined as exceeding twenty percent of the total cost.
 - c) Severe existing topographic, natural resource, or right-of-way constraints exist that preclude construction of Bicycle or Pedestrian Ways without incurring excessive costs.
 - d) Bicycle Ways will not be required on local Streets where the speed limit is 25 mph or less.
 - e) Bicycle Ways will not be required if a parallel Bicycle Way exists within a 400 foot distance.
 - f) Pedestrian Ways will not be required in areas of very low population density.
 - g) The City Council issues a documented exception concluding that application of Complete Streets principles to a location is inappropriate because it would be contrary to public benefit and safety.
- 2) Sidewalks, Shared-Use Paths, Street crossings (including over and under passes), pedestrian signals, signs, Street furniture, transit stops, and other facilities, shall be designed, constructed, operated, and maintained so that all pedestrians, including people with disabilities, can travel safely and independently.
- 3) As feasible, the city shall incorporate Complete Streets Infrastructure into existing Streets to improve the safety and convenience of Users, and construct and enhance the transportation network for each category of Users.
- 4) If the safety and convenience of Users can be improved within the scope of pavement resurfacing, restriping, or signalization operations on Streets, such projects shall implement Complete Streets Infrastructure where feasible.
- 5) The Department of Engineering and Department of Urban Development shall review and develop proposed revisions to all appropriate zoning and subdivision codes, procedures, regulations, guidelines, and design standards to integrate, accommodate, and balance the needs of all Users in all Transportation Improvement Projects.

Section 4. Statutory Construction and Severability

- 1) This Ordinance shall be construed so as not to conflict with applicable federal or state laws, rules, or regulations. Nothing in this Ordinance authorizes any City agency to impose any duties or obligations in conflict with limitations on municipal authority established by federal or state law at the time such agency action is taken.
- 2) In the event that a court or agency of competent jurisdiction holds that a federal or state law, rule, or regulation invalidates any clause, sentence, paragraph, or section of this Ordinance or the application thereof to any person or circumstances, it is the intent of the Ordinance that the court or agency sever such clause, sentence, paragraph, or section so that the remainder of this Ordinance remains in effect.

- 3) In undertaking the enforcement of this Ordinance, the City of Hattiesburg is assuming only an undertaking to promote the general welfare. It is not assuming, nor is it imposing on its officers and employees, an obligation through which it might incur liability in monetary damages to any person who claims that a breach proximately caused injury.

Section 5. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

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

YEAS:	NAYS:
-------	-------

The President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the 5th day of July, A.D., 2011.

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above foregoing Ordinance having been submitted to and approved by the Mayor, this the 5th day of July A.D., 2011.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE CHANGING AND AMENDING THE
LAND DEVELOPMENT CODE, ORDINANCE NUMBER 2330, AS AMENDED,
SO AS TO ADD SECTION 89.20, SECTION 99, AND SECTION 124.03;
TO AMEND SECTIONS 116.01 (11), 117.01, 125.08 (7) AND 126.06
TO ALLOW FOR PEDESTRIAN AND BICYCLE ACCESS AND CIRCULATION;
AND TO REPEAL SECTION 117.02,
FOR THE CITY OF HATTIESBURG, MISSISSIPPI.

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

SECTION 1. That the Land Development Code, Ordinance Number 2330, as amended,
of the City of Hattiesburg, Mississippi, Article 5, Section 89, be and the same is hereby amended
to add Section 89.20, to hereinafter read as follows:

"89.20 Bicycle Parking Spaces:

1. Spaces Required: Bicycle parking spaces shall be provided if an existing or under construction bicycle lane or shared-use pathway exists within a 1-mile radius of the proposed development. The development must provide at least 3 bicycle parking spaces or bicycle parking spaces equal in number to at least 10% of the actual number of off-street vehicle parking spaces provided, whichever is greater. After the first 20 bicycle parking spaces are provided, additional bicycle parking spaces must be provided at 50% of the otherwise required ratio.

2. Design and Location

- A. General: Inverted U-bike racks are required for bicycle parking spaces. The Site Plan Review Committee is authorized to approve alternative designs that offer

an equivalent level of safety, security and effectiveness. In all cases, required bicycle parking spaces must:

1. Consist of bike racks or lockers anchored so that they cannot be easily removed;
2. Be of solid construction, resistant to rust, corrosion, hammers, and saws;
3. Allow both the bicycle frame and the wheels to be locked using a standard U-lock;
4. Be designed so that they will not cause damage to the bicycle; and
5. Facilitate easy locking without interference from or to adjacent bicycles.

B. Size: Required bicycle parking spaces must have minimum dimensions of 2 feet in width by 6 feet in length, with a minimum overhead vertical clearance of 7 feet.”

SECTION 2. That the Land Development Code, Ordinance Number 2330, as amended, of the City of Hattiesburg, Mississippi, Article 5, Section 99, be and the same is hereby amended to add Section 99.1 – 99.03, to hereinafter read as follows:

“SECTION 99 PEDESTRIAN AND BICYCLE ACCESS AND CIRCULATION

99.01 Required Pedestrian and Bicycle Access:

A. General

All new development (including newly developed sites or existing sites when the total gross floor area of the presently existing structure(s) is increased by at least fifty percent) shall be served by a system of sidewalks that permits safe, convenient, efficient, and orderly movement of pedestrians among the following origin and destination points within the development, as well as between the internal sidewalk system and the existing or planned external sidewalk system and any adjoining public parks, greenways, school, community centers, and shopping areas:

1. The primary entrance(s) of buildings;
2. Off-street parking bays serving the buildings;
3. Any designated or planned bus stops and shelters (on-site or on an adjacent road); and
4. Recreation facilities and other common use area and amenities.

B. Adjacent to Roadways

All new development (including newly developed sites or existing sites when the total gross floor area of the presently existing structure(s) is increased by at least fifty percent) shall install sidewalks, bicycle lanes, and/or shared-use pathways along all new or existing public roadways including loop streets, cul-de-sacs, private streets, and road bridges.

1. Sidewalks shall be installed on both sides of all roadways within the development. Sidewalks along roadways shall not be required in the following cases:

- a. An existing sidewalk meeting city standards is already in place; or
- b. The roadway is located within zoning districts A1, A2, I1, or I2;

2. Sidewalks shall be installed along the entire frontage of the development site with an existing public street. Sidewalks along these existing roadways shall not be required in the following cases:

- a. An existing sidewalk meeting city standards is already in place; or

- b. The roadway is located within zoning districts A1, A2, I1, or I2; or
 - c. The roadway is located within zoning district B5 and no sidewalks along roadways exist within a 4,000 foot radius; or
 - d. The roadway is located within zoning districts R1 or R2 and no sidewalks along roadways exist within a 1,000 foot radius.
3. Bicycle lanes shall be installed on both sides of all roadways within the development. Lanes shall not be required in the following cases:
- a. An existing bicycle lane meeting city standards is already in place; or
 - b. The street will be a local street or drive with a speed limit of 25 mph or less; or
 - c. An existing parallel bicycle lane or shared-use pathway exists within a 400 ft. distance.
4. A single shared-use pathway may be installed in place of a sidewalk and two bicycle lanes.
5. The developer may install the required sidewalk or shared-use pathway on the development site within a public easement running parallel and adjacent to the public street if there is insufficient right-of-way width to accommodate the required pathway or if existing street trees present a conflict.

99.02 Pedestrian and Bicycle Connectivity

A. Pedestrian and Bicycle Cut-Throughs

Pedestrian and bicycle access easements at least eight feet wide shall be provided between the ends of cul-de-sacs and the nearest existing or proposed sidewalk, pedestrian and bicycle path, or trail. Such easements shall also be provided through the center of blocks that exceed the maximum block length standards in Section 124, Blocks, where necessary to provide convenient pedestrian and bicycle access within the development, as well as to adjacent transit stops or stations, community facilities, and shopping areas.

B. Pathway Connections to/from Adjoining Development and Developable Land

1. The pedestrian and bicycle access and circulation system for a development shall incorporate the continuation and connection of pathways and/or associated rights-of-way or easements extended (or “stubbed out”) to the boundary of the development site from existing or approved adjoining developments, and shall provide for the extension or connection of proposed internal pathways and associated rights-of-way or easements to those boundaries of the development site that adjoin potentially developable or re-developable land.
2. The Site Plan Review Committee may waive or modify the requirements or standards for extension of a pathway from or to adjoining property on determining that such extension is impractical or undesirable because it would require crossing a significant physical barrier or environmentally sensitive area (e.g., railroads, watercourses, floodplains, wetlands).

99.03 General Pathway Layout and Design

- A. General Pathway Standards: Required pedestrian and bicycle pathways shall meet the following standards:

	Minimum Width	Flow Direction	Construction Material	Street Crossing Markings	Buffer From Roadway
Sidewalks	5 ft.	2-way	concrete or pavers	required	3 ft. or curb
Bicycle Lanes	4 ft.	1-way	concrete, pavers or asphalt	not required	none required
Shared-Use Pathways	8 ft.	2-way	concrete, pavers or asphalt	required	3 ft. or curb

B. Additional Pathway Requirements

- Sidewalks should be emphasized with special design features—such as shade structures (e.g., arcades and porticos), pedestrian and bicycle light features, bollards, seat walls or benches, and landscape planters—that establish them as areas where pedestrians and bicycles are distinct from the flow of vehicular traffic and/or are protected from the elements.
- All constructed pathways shall be ADA accessible according to the most current accessibility standards.
- Proposed developments shall not include barriers that limit pedestrian and bicycle access between the subject property and adjacent properties.”

SECTION 3. That the Land Development Code, Ordinance Number 2330, as amended, of the City of Hattiesburg, Mississippi, Article 6, Section 116.01 (11), be and the same is hereby amended to hereinafter read as follows:

“**SECTION 116 IMPROVEMENTS**

116.01 11. Construction of sidewalks, bicycle lanes, and shared-use pathways.”

SECTION 4. That the Land Development Code, Ordinance Number 2330, as amended, of the City of Hattiesburg, Mississippi, Article 6, Section 117.01, be and the same is hereby amended to hereinafter read as follows:

“**SECTION 117 OPTIONAL IMPROVEMENTS**

117.01 While not to be considered as required improvements, it shall be the policy of the Governing Authority that any additional improvements such as parks and open space, landscaping, suitably designed retaining walls, nature trails, pedestrian bridges over exposed waterways, and any similar improvements which in total would contribute to the livability and desirable visual appearance of the subdivision, are most highly recommended and encouraged. Any proposed improvements within existing or proposed street rights-of-way shall be subject to review by the Site Plan Review Committee and approved by the Land Development Code Administrator.”

SECTION 5. That the Land Development Code, Ordinance Number 2330, as amended, of the City of Hattiesburg, Mississippi, Article 6, Section 124, be and the same is hereby amended to add Section 124.03 to hereinafter read as follows:

“SECTION 124 BLOCKS

124.03 Where a block length exceeds twelve hundred (1200) feet, sidewalks or shared-use pathways shall be provided mid-block to connect parallel streets on the long side of the block.”

SECTION 6. That the Land Development Code, Ordinance Number 2330, as amended, of the City of Hattiesburg, Mississippi, Article 6, Section 125.08 (7), be and the same is hereby amended to hereinafter read as follows:

“SECTION 125 STREETS

125.08 Typical Section and Pavement:

7. Sidewalks and bicycle lanes shall be installed according to Section 99, Pedestrian and Bicycle Access and Circulation.”

SECTION 7. That the Land Development Code, Ordinance Number 2330, as amended, of the City of Hattiesburg, Mississippi, Article 6, Section 126.06, be and the same is hereby amended to hereinafter read as follows:

“SECTION 126 STORM DRAINAGE SYSTEMS

126.06 The structural design of all box culverts or bridges shall conform to the standard plans of the Mississippi State Highway Department for a load capacity of twenty (20) tons minimum. Bridges, where required, may be constructed on creosoted pile bents or reinforced concrete pile and steel with reinforced concrete deck up to a maximum of nineteen (19) feet center to center of bents. Bridges requiring spans greater than nineteen (19) feet shall be constructed of reinforced concrete or structural steel with a reinforced concrete deck. No mud sills or timber grills will be permitted for bridge foundations. All bridges shall be provided with substantial guard rails on both sides of two five (5) foot minimum width sidewalks.”

SECTION 8. That the Land Development Code, Ordinance Number 2330, as amended, of the City of Hattiesburg, Mississippi, Article 6, Section 117.02, be and the same is hereby repealed and marked RESERVED.

SECTION 9. Except as hereby expressly changed and amended, the aforesaid Land Development Code, Ordinance Number 2330, adopted December 5, 1989, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 10. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

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

YEAS:

NAYS:

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

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

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

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER 3085
OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE CHANGING AND AMENDING THE
LAND DEVELOPMENT CODE, ORDINANCE NUMBER 2330, AS AMENDED,
SO AS TO ADD SECTION 89.20, SECTION 99, AND SECTION 124.03;
TO AMEND SECTIONS 116.01 (11), 117.01, 125.08 (7) AND 126.06
TO ALLOW FOR PEDESTRIAN AND BICYCLE ACCESS AND CIRCULATION;
AND TO REPEAL SECTION 117.02,
FOR THE CITY OF HATTIESBURG, MISSISSIPPI.

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

SECTION 1. That the Land Development Code, Ordinance Number 2330, as amended,
of the City of Hattiesburg, Mississippi, Article 5, Section 89, be and the same is hereby amended
to add Section 89.20, to hereinafter read as follows:

"89.20 Bicycle Parking Spaces:

1. Spaces Required: Bicycle parking spaces shall be provided if an existing or under construction bicycle lane or shared-use pathway exists within a 1-mile radius of the proposed development. The development must provide at least 3 bicycle parking spaces or bicycle parking spaces equal in number to at least 10% of the actual number of off-street vehicle parking spaces provided, whichever is greater. After the first 20 bicycle parking spaces are provided, additional bicycle parking spaces must be provided at 50% of the otherwise required ratio.

2. Design and Location

- A. General: Inverted U-bike racks are required for bicycle parking spaces. The Site Plan Review Committee is authorized to approve alternative designs that offer

an equivalent level of safety, security and effectiveness. In all cases, required bicycle parking spaces must:

1. Consist of bike racks or lockers anchored so that they cannot be easily removed;
 2. Be of solid construction, resistant to rust, corrosion, hammers, and saws;
 3. Allow both the bicycle frame and the wheels to be locked using a standard U-lock;
 4. Be designed so that they will not cause damage to the bicycle; and
 5. Facilitate easy locking without interference from or to adjacent bicycles.
- B. Size: Required bicycle parking spaces must have minimum dimensions of 2 feet in width by 6 feet in length, with a minimum overhead vertical clearance of 7 feet.”

SECTION 2. That the Land Development Code, Ordinance Number 2330, as amended, of the City of Hattiesburg, Mississippi, Article 5, Section 99, be and the same is hereby amended to add Section 99.1 – 99.03, to hereinafter read as follows:

“SECTION 99 PEDESTRIAN AND BICYCLE ACCESS AND CIRCULATION

99.01 Required Pedestrian and Bicycle Access:

A. General

All new development (including newly developed sites or existing sites when the total gross floor area of the presently existing structure(s) is increased by at least fifty percent) shall be served by a system of sidewalks that permits safe, convenient, efficient, and orderly movement of pedestrians among the following origin and destination points within the development, as well as between the internal sidewalk system and the existing or planned external sidewalk system and any adjoining public parks, greenways, school, community centers, and shopping areas:

1. The primary entrance(s) of buildings;
2. Off-street parking bays serving the buildings;
3. Any designated or planned bus stops and shelters (on-site or on an adjacent road); and
4. Recreation facilities and other common use area and amenities.

B. Adjacent to Roadways

All new development (including newly developed sites or existing sites when the total gross floor area of the presently existing structure(s) is increased by at least fifty percent) shall install sidewalks, bicycle lanes, and/or shared-use pathways along all new or existing public roadways including loop streets, cul-de-sacs, private streets, and road bridges.

1. Sidewalks shall be installed on both sides of all roadways within the development. Sidewalks along roadways shall not be required in the following cases:
 - a. An existing sidewalk meeting city standards is already in place; or
 - b. The roadway is located within zoning districts A1, A2, I1, or I2;
2. Sidewalks shall be installed along the entire frontage of the development site with an existing public street. Sidewalks along these existing roadways shall not be required in the following cases:
 - a. An existing sidewalk meeting city standards is already in place; or

- b. The roadway is located within zoning districts A1, A2, I1, or I2; or
 - c. The roadway is located within zoning district B5 and no sidewalks along roadways exist within a 4,000 foot radius; or
 - d. The roadway is located within zoning districts R1 or R2 and no sidewalks along roadways exist within a 1,000 foot radius.
3. Bicycle lanes shall be installed on both sides of all roadways within the development. Lanes shall not be required in the following cases:
- a. An existing bicycle lane meeting city standards is already in place; or
 - b. The street will be a local street or drive with a speed limit of 25 mph or less; or
 - c. An existing parallel bicycle lane or shared-use pathway exists within a 400 ft. distance.
4. A single shared-use pathway may be installed in place of a sidewalk and two bicycle lanes.
5. The developer may install the required sidewalk or shared-use pathway on the development site within a public easement running parallel and adjacent to the public street if there is insufficient right-of-way width to accommodate the required pathway or if existing street trees present a conflict.

99.02 Pedestrian and Bicycle Connectivity

A. Pedestrian and Bicycle Cut-Throughs

Pedestrian and bicycle access easements at least eight feet wide shall be provided between the ends of cul-de-sacs and the nearest existing or proposed sidewalk, pedestrian and bicycle path, or trail. Such easements shall also be provided through the center of blocks that exceed the maximum block length standards in Section 124, Blocks, where necessary to provide convenient pedestrian and bicycle access within the development, as well as to adjacent transit stops or stations, community facilities, and shopping areas.

B. Pathway Connections to/from Adjoining Development and Developable Land

1. The pedestrian and bicycle access and circulation system for a development shall incorporate the continuation and connection of pathways and/or associated rights-of-way or easements extended (or “stubbed out”) to the boundary of the development site from existing or approved adjoining developments, and shall provide for the extension or connection of proposed internal pathways and associated rights-of-way or easements to those boundaries of the development site that adjoin potentially developable or re-developable land.
2. The Site Plan Review Committee may waive or modify the requirements or standards for extension of a pathway from or to adjoining property on determining that such extension is impractical or undesirable because it would require crossing a significant physical barrier or environmentally sensitive area (e.g., railroads, watercourses, floodplains, wetlands).

99.03 General Pathway Layout and Design

- A. General Pathway Standards: Required pedestrian and bicycle pathways shall meet the following standards:

	Minimum Width	Flow Direction	Construction Material	Street Crossing Markings	Buffer From Roadway
Sidewalks	5 ft.	2-way	concrete or pavers	required	3 ft. or curb
Bicycle Lanes	4 ft.	1-way	concrete, pavers or asphalt	not required	none required
Shared-Use Pathways	8 ft.	2-way	concrete, pavers or asphalt	required	3 ft. or curb

B. Additional Pathway Requirements

1. Sidewalks should be emphasized with special design features—such as shade structures (e.g., arcades and porticos), pedestrian and bicycle light features, bollards, seat walls or benches, and landscape planters—that establish them as areas where pedestrians and bicycles are distinct from the flow of vehicular traffic and/or are protected from the elements.
2. All constructed pathways shall be ADA accessible according to the most current accessibility standards.
3. Proposed developments shall not include barriers that limit pedestrian and bicycle access between the subject property and adjacent properties.”

SECTION 3. That the Land Development Code, Ordinance Number 2330, as amended, of the City of Hattiesburg, Mississippi, Article 6, Section 116.01 (11), be and the same is hereby amended to hereinafter read as follows:

“SECTION 116 IMPROVEMENTS

116.01 11. Construction of sidewalks, bicycle lanes, and shared-use pathways.”

SECTION 4. That the Land Development Code, Ordinance Number 2330, as amended, of the City of Hattiesburg, Mississippi, Article 6, Section 117.01, be and the same is hereby amended to hereinafter read as follows:

“SECTION 117 OPTIONAL IMPROVEMENTS

117.01 While not to be considered as required improvements, it shall be the policy of the Governing Authority that any additional improvements such as parks and open space, landscaping, suitably designed retaining walls, nature trails, pedestrian bridges over exposed waterways, and any similar improvements which in total would contribute to the livability and desirable visual appearance of the subdivision, are most highly recommended and encouraged. Any proposed improvements within existing or proposed street rights-of-way shall be subject to review by the Site Plan Review Committee and approved by the Land Development Code Administrator.”

SECTION 5. That the Land Development Code, Ordinance Number 2330, as amended, of the City of Hattiesburg, Mississippi, Article 6, Section 124, be and the same is hereby amended to add Section 124.03 to hereinafter read as follows:

"SECTION 124 BLOCKS

124.03 Where a block length exceeds twelve hundred (1200) feet, sidewalks or shared-use pathways shall be provided mid-block to connect parallel streets on the long side of the block."

SECTION 6. That the Land Development Code, Ordinance Number 2330, as amended, of the City of Hattiesburg, Mississippi, Article 6, Section 125.08 (7), be and the same is hereby amended to hereinafter read as follows:

"SECTION 125 STREETS

125.08 Typical Section and Pavement:

7. Sidewalks and bicycle lanes shall be installed according to Section 99, Pedestrian and Bicycle Access and Circulation."

SECTION 7. That the Land Development Code, Ordinance Number 2330, as amended, of the City of Hattiesburg, Mississippi, Article 6, Section 126.06, be and the same is hereby amended to hereinafter read as follows:

"SECTION 126 STORM DRAINAGE SYSTEMS

126.06 The structural design of all box culverts or bridges shall conform to the standard plans of the Mississippi State Highway Department for a load capacity of twenty (20) tons minimum. Bridges, where required, may be constructed on creosoted pile bents or reinforced concrete pile and steel with reinforced concrete deck up to a maximum of nineteen (19) feet center to center of bents. Bridges requiring spans greater than nineteen (19) feet shall be constructed of reinforced concrete or structural steel with a reinforced concrete deck. No mud sills or timber grills will be permitted for bridge foundations. All bridges shall be provided with substantial guard rails on both sides of two five (5) foot minimum width sidewalks."

SECTION 8. That the Land Development Code, Ordinance Number 2330, as amended, of the City of Hattiesburg, Mississippi, Article 6, Section 117.02, be and the same is hereby repealed and marked RESERVED.

SECTION 9. Except as hereby expressly changed and amended, the aforesaid Land Development Code, Ordinance Number 2330, adopted December 5, 1989, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 10. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

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

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

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

(S E A L)

ATTEST:

Diana K. Bernardo
CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT

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

ATTEST:

[Signature]
CITY CLERK

APPROVED:

[Signature]
MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2012-0537

File ID: 2012-0537

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 02/14/2012

Brief Title: Roosevelt Street "Telecommunications Tower" - Use Permit Upon Review

Final Action:

Minute Book Number: MB2012-1/46-47

Title:

Approve or Deny the petition filed and represented by Cellular South and represented by Belinda Bodie on behalf of Johnny Farris, owner, to allow a Use Permit Upon Review for "Telecommunications Tower" in a B-5 (Regional Business) District, for a certain property located at Roosevelt (Washington/2009 Lincoln Rd) (Parcel 24-756-3-1 <tel:24-756-3-1>, PPIN 23315 and Parcel 24-1032-56 <tel:24-1032-56>, PPIN 27050, Ward 4); Hattiesburg Planning Commission recommended to APPROVE on February 1, 2012.

Notes:

Sponsors:

Enactment Date:

Attachments: item d packet, hpc action letter item d, mins d

Enactment Number:

Contact:

Meeting Date: 02/21/2012

Drafter: Lisa Reid

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/21/2012	Approve				Pass

Action Text: A MOTION was made by Vice President Ware and seconded by Council Member Naylor to Approve the petition filed and represented by Cellular South and represented by Belinda Bodie on behalf of Johnny Farris, owner, to allow a Use Permit Upon Review for "Telecommunications Tower" in a B-5 (Regional Business) District, for a certain property located at Roosevelt (Washington/2009 Lincoln Rd) (Parcel 24-756-3-1, PPIN 23315 and Parcel 24-1032-56, PPIN 27050, Ward 4); Hattiesburg Planning Commission recommended to APPROVE on February 1, 2012.

Ms. Reid provided an overview.

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 2012-0537

Title

Approve or Deny the petition filed and represented by Cellular South and represented by Belinda Bodie on behalf of Johnny Farris, owner, to allow a Use Permit Upon Review for "Telecommunications Tower" in a B-5 (Regional Business) District, for a certain property located at Roosevelt (Washington/2009 Lincoln Rd) (Parcel 24-756-3-1 <tel:24-756-3-1>, PPIN 23315 and Parcel 24-1032-56 <tel:24-1032-56>, PPIN 27050, Ward 4); Hattiesburg Planning Commission recommended to APPROVE on February 1, 2012.

Summary

Roosevelt Street "Telecommunications Tower" - Use Permit Upon Review

Budget Information

Expenditure Type

Purchasing Item

Publication Information

PLANNING COMMISSION**February 1, 2012****ITEM D****PROPERTY ADDRESS:**

Roosevelt (Washington / 2009 Lincoln Rd)

Parcel 24-756-3-1—PPIN 23315 and
Parcel 24-1032-56 — PPIN 27050
Ward 4

PETITIONER:

Cellular South, represented by Belinda Bodie
on behalf of Johnny Farris, owner

REQUEST:

Use Permit Upon Review for
"Telecommunications Tower"

PREVIOUS PLANNING COMMISSION OR BOA ACTION ON SURROUNDING PROPERTY:**SPECIAL DISTRICTS:**

Flood District: AE (Special Flood Hazard Area)

Historic District: N/A

Other: N/A

SITE PLAN REVIEW COMMITTEE ACTION:

Project No. 1-12-273 was reviewed on 1/6/12. No
issues from SPRC, except need for Use Permit.

PENDING HISTORIC CONSERVATION COMMISSION ACTION: N/A

PLANNING COMMISSION February 1, 2012 ITEM D

PROPERTY ADDRESS:

Roosevelt (Washington/2009 Lincoln Rd)

ZONING: B-5 (Regional Business) District

PHYSICAL SITE CHARACTERISTICS:

This lot is improved with an area of approximately 22,000 sq. ft.

REQUESTED ACTION:

⇒ Use Permit Upon Review for
"Telecommunications Tower"

STREETS AND TRAFFIC:

The subject property is located on the north side of Roosevelt Street between Lincoln Road and Hicks Street near Broadway Drive .

APPLICABLE LAND DEVELOPMENT CODE REGULATIONS:

-Article 4, Section 62.03 (6)

PUBLIC UTILITIES:

Water: City

Sewer: City

Electricity: Mississippi Power

ADJACENT ZONING AND LAND USES:

NORTH: B-5 (Regional Business) District; and is used for commercial

SOUTH: B-5 (Regional Business) District; and is used for commercial

SOUTH: B-5 (Regional Business) District; and is used for commercial

WEST: B-5 (Regional Business) District; and is used for commercial

PARKING AND ACCESS:

Access is off Roosevelt Street, no parking is required for a cell tower, but their leased area would allow space for parking as needed for service of any equipment.

CHARACTER OF THE NEIGHBORHOOD:

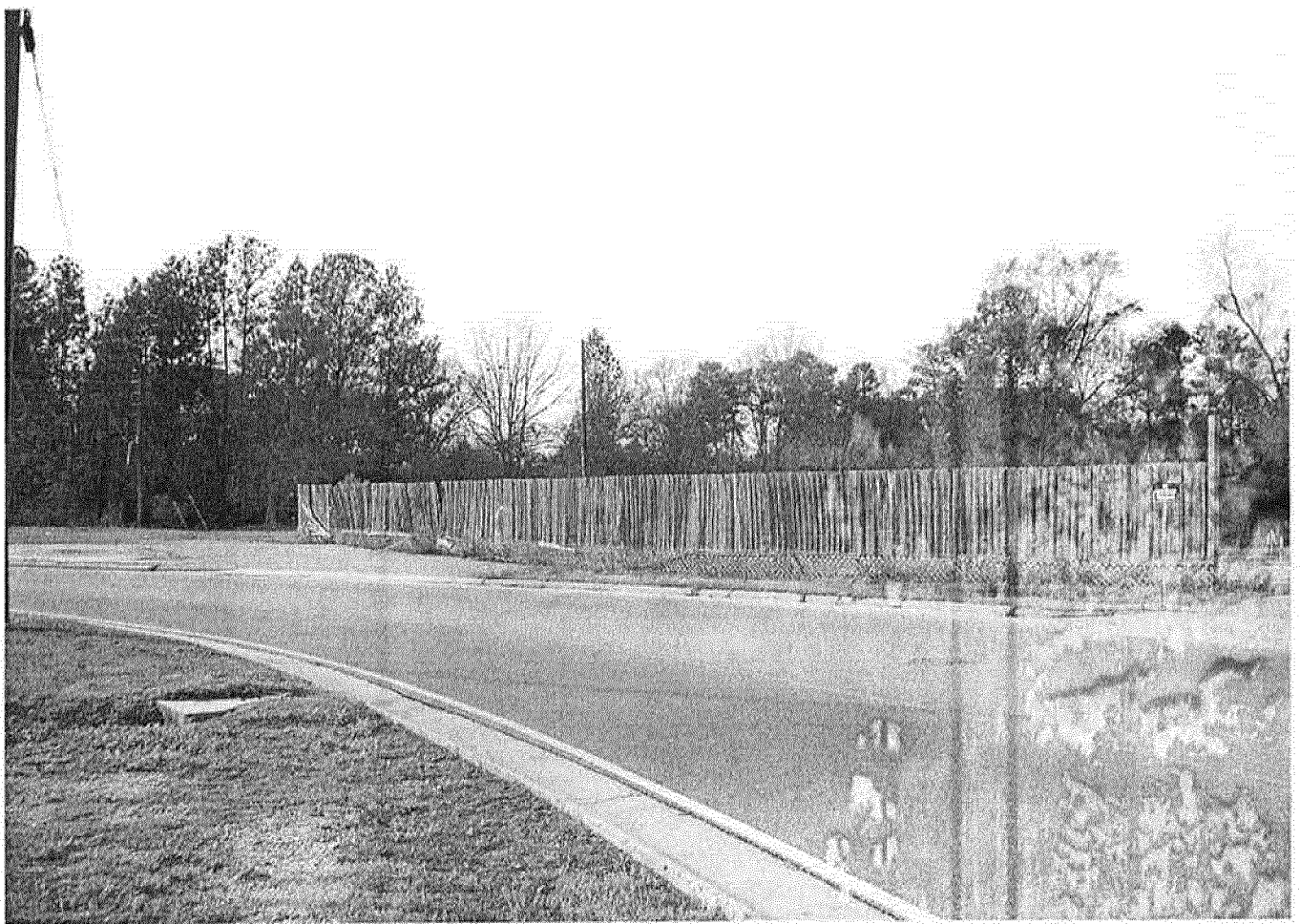
These lots are located at the old tow yard. The surrounding property is zoned regional business.

FUTURE LAND USE MAP DESIGNATION:

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

USE PERMIT) FINDINGS REQUIRED:

- A. The need to protect the stability, integrity, and character of Hattiesburg's residential neighborhoods.
- B. The need to preserve and encourage the stability of the Hattiesburg business community.
- C. The need to reinforce Hattiesburg's quality of life, preserve neighborhood identity, and boost community pride.
- D. The need to conserve and protect Hattiesburg's physical infrastructure.
- E. The public need for the proposed use, as opposed to the private interest of an individual.











PA-9-11-92

Pre-App Meeting: 10/4 @ 1:30 pm

Site Plan Pre- Application Form
City of Hattiesburg Planning Department
200 Forrest Street
Hattiesburg, MS 39401
Phone: 601-545-4599
Fax: 601-5451962

A pre-application submittal must contain a completed Site Plan Pre-Application form and a concept plan drawn to scale. To schedule a pre-application meeting please contact the Planning Department at 601-545-4599. For further information, please contact: Krishna Bhatt, Land Use Planner, 601-545-4591 or email: kbhatt@hattiesburgms.com.

Today's Date: 9-23-11
Project Name: MS 1630 - Washington St
Proposed Use: Cell tower
Project Street Address: 2007 Lincoln Rd - Roosevelt Street
PPIN Number: 2-039H-17-048.00 Parcel Number: 2-039H-17-048.00
Flood Zone: AE Historic District: NO
Zoning District(s): B-5
Proposed Cost of the Project: \$80,000

Project Representative Information

Project Representative and Title: Belinda Bodie - Senior Zoning Specialist
Joe Gordy - Site Acquisition & Johnny Lunde - legal Counsel
Company Name: Faulk & Foster on behalf of Cellular South
Phone: 318-325-4666 Fax: 318-807-2705
Email: belinda.bodie@faulkandfoster.com
Mailing Address: 1811 Auburn Ave
Monroe, LA 71201

Property Owner Name: Hattiesburg Towing and Recovery - Johnny Farris
Phone: 601-408-4434 Fax: _____
Email: _____
Mailing Address: 9509 Hwy 42 - Lichten, MS 39476

Provide project narrative fully explaining the proposed project:

Cellular South is proposing to construct a 120' monopole tower and place an equipment cabinet inside a leased 60' x 60' tract of land from Hattiesburg Towing and Recovery (Mr. Johnny Farris). ~~This~~ Due to the large number of users, Cellular South is seeking to ~~add~~ locate a site in this area to handle the capacity.

**HATTIESBURG PLANNING COMMISSION
PUBLIC HEARING APPLICATION
REQUEST FOR USE PERMIT UPON REVIEW**

ADDRESS OF PROPERTY FOR USE PERMIT:

Municipal Number

Roosevelt (2009-Lincoln Rd)
Street Name

Land Development Code Article No. _____ Section _____

City Tax Parcel Number: 2-039-H-17-045.00

Subdivision Block and Lot Number: _____ PPIN _____

Deadline for applicant to file petition with City Clerk:

Planning Commission Meeting Date: _____ Time: 1 P. M.

City Council Agenda Review Date: _____ Time: 4 P. M.

City Council Meeting Date: _____ Time: 4:30 P. M.

Fee Required: \$200.

Paperwork needed:

- ☒ Completed application.
- ☒ Warranty Deed.
- ☒ Electronic copy of legal description
- ☒ Site Diagram.
- ☒ Filing Fee.
- ☐ Site Plan Review Committee, if needed.
- ☐ Other documents needed (See Land Use Planner).

For Additional Information:

Krishna Bhatt, Land Use Planner

Urban Development Department - Planning Division.

Phone: 601-545-4591

FAX: 601 - 545-1962

E-Mail: kbhatt@hattiesburgms.com

Call for appointments.

APPLICANT:

Name: Cellular South

Mailing Address: 1018 Highland Colony Parkway City: Ridgeland State: MS Zip: 39157

Telephone (W) _____ Telephone (H) _____ Cell/Pager _____

REPRESENTED BY:

Name: Belinda Bodie + Johnny Wade + Joe Gordy

Mailing Address: 1811 Auburn Ave City: Monroe State: LA Zip: 71201

Telephone (W) 318-807-2628 Telephone (H) 318-366-1647 Cell/Pager _____

CURRENT OWNER(S) OF PROPERTY:

Name: Johnny Farris

Mailing Address: 9509 Hwy 42 City: Richmond State: MS Zip: 39476

Telephone (W) _____ Telephone (H) _____ Cell/Pager (601)-408-4883

1. This property is located on the North side of Roosevelt
North/South/East/West Street Name
and lies between Lincoln Rd and Hicks St
Street Name Street Name

2. Property data: Zoned B-5
Lot Frontage 220 ft feet
Lot Depth 51 @ 0 ft feet
Square Footage/Acres 22,000 sq. ft
Improved or Unimproved? improved
If improved, number of existing structures? @ 1
Use of buildings: Residential Commercial Industrial
Physical Characteristics of structure(s)

3. Purpose for Request:

For the construction of a 120 ft Monopole tower + equipment
Cabinets. The tower is 120 ft with a 5 ft lighting rod

4. Are there any Land Use Code violations on file on this property with the City? NO

If yes, please explain _____

5. Warranty Deed must be provided.

Note: If the property is not subdivided, attach a complete legal description as shown in the Forrest or Lamar County's Chancery Clerk's Office.

6. PARKING:

Paved parking will be provided for 1 cars, with 1 loading spaces.

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

No items will be sold on premise

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

The site will use power from Mississippi Power
Tele will be provided by AT&T

9. What are the expected number of employees? 1 site visit per month by Tech,

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

If yes, please explain: NO

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

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

NO If yes, explain:

13. ADJACENT PROPERTY ZONING CLASSIFICATION AND CURRENT USE (circle appropriate response{s}):

Property to the NORTH: Zoning Classification B-S
Current use: Residential Commercial Industrial Vacant

Property to the SOUTH: Zoning Classification B-S
Current use: Residential Commercial Industrial Vacant

Property to the EAST: Zoning Classification B-S
Current use: Residential Commercial Industrial Vacant

Property to the WEST: Zoning Classification B-S
Current use: Residential Commercial Industrial Vacant

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

NORTH ✓

SOUTH ✓

EAST ✓

WEST ✓

15. Is the property in a Historic District? NO

16. Is the property in a Flood District? YES Panel of Map

17. Is the property in a Overlay District? NO

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

- A. The need to protect the stability, integrity, and character of Hattiesburg's residential neighborhoods.
- B. The need to preserve and encourage the stability of the Hattiesburg business community.
- C. The need to reinforce Hattiesburg's quality of life, preserve neighborhood identity, and boost community pride.
- D. The need to conserve and protect Hattiesburg's physical infrastructure.
- E. The public need for the proposed use, as opposed to the private interest of an individual.

Detailed explanation of condition(s) most applicable to your request: (Refer to question #13. Please print or type.)

Cellular South provides wireless service to the citizens of Hattiesburg. The users demand quality and reliable wireless coverage. In order to provide the customers with that, Cellular South must place a tower in this area of Hattiesburg to meet the customer's demand. There is a capacity issue in this area, which necessitates the need for this site. In accordance with the City's requirement, the tower is designed and will be available for other providers to locate their equipment.



1018 Highland Colony Parkway, Suite 210
Ridgeland, MS 39157

September 26, 2011

Belinda Bodie
Faulk & Foster Real Estate Services
1811 Auburn Ave
Monroe, LA 71201

Re: Zoning Authorization Letter

Dear Ms. Bodie:

Please let this letter serve as an authorization for you and Cellular South to file the Zoning Application and building permit Application with City of Hattiesburg for purposes of obtaining approval to construction a communications tower on property that is under option for Cellular South to lease.

Specifically, we authorize you and Cellular South to complete, sign, and file all zoning and building permit documents, (including, but not limited to, the Applications for zoning approval, and building permit), in any way connected with Cellular South's proposed construction of a telecommunications tower, accompanied by an equipment shelter the property location at 2007 Lincoln Rd. This authorization is for the purposes of filing for zoning and permitting only.

Thank you for time in this matter.

Sincerely,

Hattiesburg Zoning & Planning
BY: Johnny Farris

STATE OF MS

COUNTY OF Perry

The foregoing instrument was sworn to (or affirmed) and subscribed before me this 31st day of October, 2011 by _____
(name of person providing oath or affirmation), who is personally known to me or who has produced _____ (type of identification) as identification.

Vickie Carlisle
Signature of Notary Public

My

Commission

Expires:



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

Roosevelt Hattiesburg MS
Street Address City State
on this the 18 day of October, 20 11.

Belinda Bodie
Applicant

Applicant

STATE OF ~~MISSISSIPPI~~ LOUISIANA
Parish
COUNTY OF Ouachita

PERSONALLY came and appeared before me the within named, Belinda Bodie

attest that she signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledges to me that they are the owners of the property described in the foregoing Petition for a Use Permit Upon Review.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 18th day of October, A.D., 2011.

Jean Cotton
Notary Public Jean Cotton
ID# 54233

MY COMMISSION EXPIRES:
at death

(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)



1018 Highland Colony Parkway, Suite 210
Ridgeland, MS 39157

October 18, 2011

City of Hattiesburg
200 Forrest St
Hattiesburg, MS 39401

**INTENT TO PERMIT THE
SHARED USE/COLLOCATION ON THE PROPOSED TOWER**

In compliance with the telecommunications regulations for the City of Hattiesburg, Cellular South hereby acknowledges that it will allow collocation on the proposed tower provided the additional equipment and frequencies do not interfere with Cellular South's equipment or antenna operation. The proposed tower is structurally capable of supporting three additional carriers. Written request for collocation, including technical requirements, should be submitted to:

Cellular South
Del South
1018 Highland Colony Parkway
Ridgeland, MS 39157
Phone: (601) 974-7114



December 14, 2011

City of Hattiesburg
Pattie Brantley, Director
Urban Planning
200 Forrest Street
Hattiesburg, MS 39401

RE: Proposed Cellular South/C Spire Washington Street Tower Site No. MS-1631
2009 Lincoln Road, Hattiesburg, Mississippi 39401

Dear Ms. Brantley:

At the request of Cellular South, we are providing this letter to comply with the local jurisdiction requirements for zoning/building permits for cell towers. The proposed tower site will be built by Cellular South to provide wireless service to the area. Please see items below referring to item 5 of the Hattiesburg Wireless Telecommunication Service Tower Site Plan Review Checklist.

- 5(a) There are no existing towers, structures, or alternate technologies available within the tower search area that will meet the capacity and coverage needs required by Cellular South for this location.
- 5(b) The tower will be a 120-foot monopole with four levels of antenna arrays, each with typically up to 12 antennas. Refer to Sheet C-2 of the Site Plans for pole and antenna mount information. The Cellular South antennas would be installed at an elevation of 120 feet on the tower.
- 5(c) The proposed antennas will be mounted at an approximate radiation center (height from ground to center line of antenna) of 120 feet for the top array, 110 feet for the second array, 100 feet for the third array, and 90 feet for the bottom array. The separation distance between antennas, center to center, will be a minimum of 10 feet. Refer to Sheet C-2 of Site Plans.
- 5(d) The tower will be designed to support up to four carriers with up to 12 panel antennas and associated equipment per carrier (i.e., supporting devices such as mounts, hardware, radioheads, and amplifiers). A specification sheet for a typical antenna is attached. As technology changes in the future, different antenna models may be utilized.
- 5(e) The proposed tower will not interfere with established public safety telecommunications structures. The following information was provided to me by Cellular South, Inc., the wireless carrier who will be using this tower, regarding radiofrequency transmissions:

Cellular South, Inc., in accordance with all government rules and regulations, operates only in the frequency bands in which it is licensed by the Federal Communications Commission (FCC). For Call Sign KNKN757, Market CMA 503, Channel Block B (including the Hattiesburg, Mississippi market), those frequencies are TX 880.02 – 889.98 MHz and 891.51 – 898.97 MHz and RX 835.02 – 844.98 MHz and 846.51 – 848.97 MHz. By use of only the licensed spectrum, Cellular South, Inc. does not interfere with any television, radio, or public emergency equipment which operates in a different band chosen by the FCC. The antennas used to propagate Cellular South, Inc.'s signal are designed to use the spectrum selected by the FCC for these signals only, thereby eliminating any possibility of interference with television, radio, or emergency systems.

Attached is an information sheet provided by Cellular South, Inc. for the antennas that will be installed on the proposed tower. Based on this information and provided that Cellular South, Inc. continues to utilize antennas that operate within its licensed spectrum, Cellular South's signals should not interfere with television, radio, or emergency systems.

In addition, the tower should comply with FCC requirements for radiofrequency (RF) related emissions established in 47 CFR Section 1.1307 provided that antennas are mounted such that the height above ground level to the lowest point of the antennas is at least 10 meters. Based on construction drawings for this site, the lowest point on the antennas will be mounted at a minimum height of 90 feet (27 meters) above ground level. Therefore, these antennas should meet FCC RF requirements established in 47 CFR 1.1307 for RF emissions safety.

5(f) My Mississippi professional engineering license number is 16769.

5(g) The estimated cost of the tower, antennas, and other related equipment on the tower is \$100,000.

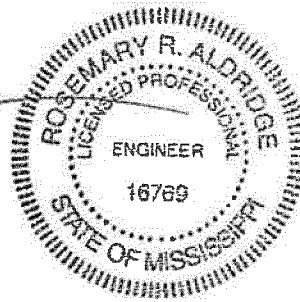
5(h) The estimated cost of removal of the tower and antennas is \$15,000.

If you require any additional information, please let me know.

Sincerely,
NEEL-SCHAFFER, INC.



Rosemary R. Aldridge, P.E., CHMM
Engineer Manager



Attachment: Antenna Information Sheet



December 6, 2011

Mr. David Primm
C Spire Wireless

RE: Proposed 120' Sabre Monopole at Washington Street, Hattiesburg, MS

Dear Mr. Primm,

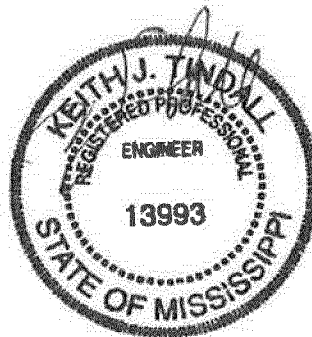
Upon receipt of order, we propose to design and supply the above referenced monopole for a Basic Wind Speed of 110 mph, Structure Class II, Exposure Category C, and Topographic Category 1 in accordance with the Telecommunications Industry Association Standard ANSI/TIA-222-G, "Structural Standard for Antenna Supporting Structures and Antennas", to support three carriers' equipment and two microwave dishes.

When designed according to this standard, the wind pressures and steel strength capacities include several safety factors, resulting in an overall minimum safety factor of 25%. Therefore, it is highly unlikely that the monopole will fail structurally in a wind event where the design wind speed is exceeded within the range of the built-in safety factors.

Should the wind speed increase beyond the capacity of the built-in safety factors, to the point of failure of one or more structural elements, the most likely location of the failure would be within a flanged connection in the upper 30 feet. Assuming that the wind pressure profile is similar to that used to design the monopole, the monopole will yield at the location of the highest combined stress ratio within the flanged connection. This is likely to result in the portion of the monopole above "folding over" onto the portion below, essentially collapsing upon itself. **Please note that this letter only applies to the above referenced monopole designed and manufactured by Sabre Towers & Poles.** In the unlikely event of total separation, this, in turn, would result in collapse of that section to the ground within a radius of 30 feet.

Sincerely,

Keith J. Tindall, P.E.
Vice President & Chief Engineer



12/6/11

Guyed Towers

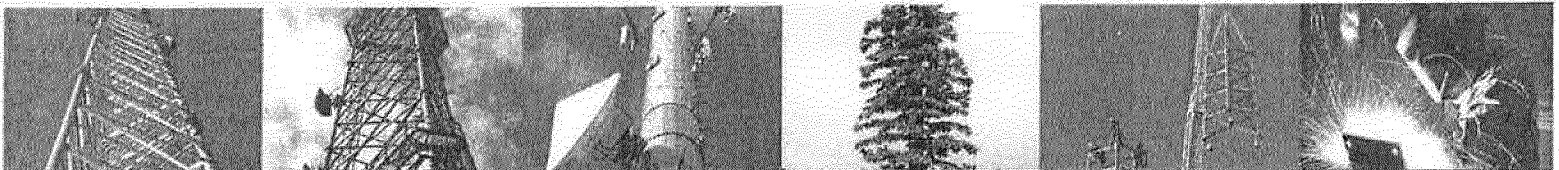
Self-Supporting Towers

Monopoles

Concealment Structures

Turnkey Installations

Tower Modifications





GENERAL NOTES

- CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION AND VERIFY THE LOCATION AND CHARACTER OF ALL UTILITIES.
- CONTRACTOR SHALL COORDINATE WITH APPROPRIATE UTILITY COMPANIES FOR THE REMOVAL AND/OR RELOCATION OF EXISTING UTILITIES PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.
- INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER, AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES RELATED TO UNDERGROUND UTILITIES SHOWN HEREON, THERE IS NO WARRANTY AS TO THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. THE LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES AND STRUCTURES RELATED TO UNDERGROUND UTILITIES SHOWN HEREON MAY BE INACCURATE AND UTILITIES AND STRUCTURES RELATED TO UNDERGROUND UTILITIES NOT SHOWN MAY BE ENCOUNTERED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS AND HIS CONTRACTOR SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR OR ENGINEER IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION REGARDING THE UNDERGROUND UTILITIES AND STRUCTURES RELATED TO UNDERGROUND UTILITIES SHOWN HEREON.
- CONTRACTOR SHALL REPAIR AT HIS EXPENSE ANY DAMAGE TO ANY EXISTING UTILITIES OR EXISTING SITE IMPROVEMENTS DURING CONSTRUCTION, INCLUDING BUT NOT LIMITED TO DRAINAGE, PAVING, STRIPING, FENCES, ETC. ALL REPAIRS SHALL BE EQUAL TO OR BETTER THAN ORIGINAL CONDITIONS.
- EXISTING GRADE INTERVAL AS SHOWN ON THESE DRAWINGS IS = ONE FOOT UNLESS NOTED OTHERWISE. PROPOSED GRADE INTERVAL AS SHOWN ON THESE DRAWINGS IS = ONE FOOT UNLESS NOTED OTHERWISE.
- ALL CONSTRUCTION SHALL COMPLY WITH APPLICABLE LOCAL AND OTHER GOVERNING CODES.
- CONTRACTOR SHALL PROVIDE AND MAINTAIN EROSION CONTROL DURING CONSTRUCTION BY THE PLACEMENT OF SILT FENCES AND/OR HAY BALES WHERE NECESSARY TO PREVENT DOWNSTREAM SILTATION OF ANY DITCHES, PIPES, DRAINAGE STRUCTURES OR ADJACENT PROPERTIES. THE CONTRACTOR SHALL PROVIDE ANY ADDITIONAL EROSION CONTROL AS NEEDED OR AS DIRECTED BY THE ENGINEER.
- CONTRACTOR IS RESPONSIBLE FOR COMPLYING TO THE LATEST EDITION OF THE LOCAL EROSION AND SEDIMENT CONTROL REGULATIONS FOR ALL EROSION CONTROL DURING CONSTRUCTION ACTIVITIES. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING EROSION CONTROL DEVICES AND REPORTING ANY MAINTENANCE AS REQUIRED BY THE LOCAL AND STATE EROSION AND SEDIMENT CONTROL REGULATIONS DURING CONSTRUCTION ACTIVITIES.
- CONTRACTOR SHALL REFER TO CONSTRUCTION PLANS FOR UTILITY ENTRANCES AND CONNECTIONS TO PROPOSED STRUCTURES.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF UNSUITABLE OR UNSUITABLE FILL/SPOIL MATERIALS FROM THE SITE.
- CONTRACTOR SHALL ENSURE THAT DURING ALL STAGES OF CONSTRUCTION, THE PRESERVATION OF CULTIVATED FIELDS AND THE ADJACENT TO CULTIVATED FIELDS WILL BE PROTECTED AND PRESERVED AS APPLICABLE.
- EQUIPMENT CABINET SHALL BE FURNISHED BY THE CARRIER AND SET IN PLACE BY THE CARRIER'S CONTRACTOR.
- CONTRACTOR SHALL CONTACT PROPERTY OWNER AND STRUCTURE OWNER IF APPLICABLE PRIOR TO MOBILIZATION AND/OR COMMENCEMENT OF ANY CONSTRUCTION.
- ALL SITES WHICH REQUIRE FAA LIGHTING, NO TOWER SHALL BE ERRECTED UNTIL AC POWER AND POTS ARE AVAILABLE. THESE PLANS ARE SHOWN AS GENERIC. CONTRACTOR TO VERIFY WITH CELLULAR SOUTH REPRESENTATIVE EXACT INFORMATION SUCH AS TOWER TYPE & HEIGHT, ANTENNA PLACEMENT & AZIMUTHS, CELLULAR COMMUNICATIONS EQUIPMENT & LAYOUT, AND UTILITY INFORMATION PRIOR TO BEGINNING CONSTRUCTION.
- CONTRACTOR SHALL USE THE NEWEST CONSTRUCTION STANDARDS OF CELLULAR SOUTH ALONG WITH CONSTRUCTION DRAWINGS AND REFER ANY CONFLICTS TO CELLULAR SOUTH'S CONSTRUCTION MANAGER.

CONCRETE NOTES

- TOWER MANUFACTURERS DESIGN IS THE MINIMUM CONCRETE MIX FOR TOWER FOUNDATION AND ANCHORS. A THREE DAY BREAK (70%) MUST BE ACHIEVED BEFORE BACKFILLING CAN BE ACCOMPLISHED. A 3,000 PSI IN 28 DAYS MAY BE USED FOR ALL OTHER CONCRETE APPLICATIONS.
- ALL EXCAVATIONS ARE TO BE INSPECTED BY FIELD SUPERVISOR PRIOR TO PLACEMENT OF STEEL CAGE OR POURING CONCRETE TO ENSURE NO LARGE AMOUNTS OF LOOSE DIRT OR FOREIGN MATERIAL REMAINS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING, PROTECTING, AND RELOCATING AS REQUIRED ALL SERVICE AND UTILITY LINES IN VICINITY OF THE WORK SITE. ALL EXCAVATIONS NEAR THESE LINES TO BE CARRIED OUT WITH EXTREME CAUTION.
- CONTRACTOR SHALL REFER TO DRAWINGS OF OTHER TRADES AND VENDOR DRAWINGS FOR EMBEDDED ITEMS AND RECESSES NOT SHOWN ON THE STRUCTURAL DRAWINGS.

- CONTRACTOR SHALL VERIFY ALL SIZES AND LOCATIONS OF ALL ELECTRICAL OPENINGS AND EQUIPMENT PADS WITH THE ELECTRICAL EQUIPMENT DETAILS AND SHOP DRAWINGS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE ALL OPENINGS AND SLEEVES FOR PROPER DISTRIBUTION FOR ALL UTILITIES.

NOTICE TO DRAWING HOLDERS

THIS DRAWING AND THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF CELLULAR SOUTH. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY REUSE, REPRODUCTION, OR MODIFICATION OF THIS DRAWING WITHOUT THE WRITTEN PERMISSION OF CELLULAR SOUTH IS PROHIBITED. CELLULAR SOUTH SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS DRAWING. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

REVISIONS		DATE	BY	DESCRIPTION
1	ISSUED	02/12/2011	AL	ISSUED FOR CONSTRUCTION
2	REVISED	02/12/2011	AL	REVISED FOR CONSTRUCTION
3	REVISED	02/12/2011	AL	REVISED FOR CONSTRUCTION
4	REVISED	02/12/2011	AL	REVISED FOR CONSTRUCTION
5	REVISED	02/12/2011	AL	REVISED FOR CONSTRUCTION
6	REVISED	02/12/2011	AL	REVISED FOR CONSTRUCTION
7	REVISED	02/12/2011	AL	REVISED FOR CONSTRUCTION
8	REVISED	02/12/2011	AL	REVISED FOR CONSTRUCTION
9	REVISED	02/12/2011	AL	REVISED FOR CONSTRUCTION
10	REVISED	02/12/2011	AL	REVISED FOR CONSTRUCTION



CELLULAR SOUTH
1000 HIGHLAND COLONY PKWY.,
RIDGELAND, MS 38157
TEL: 601-874-7175
FAX: 601-874-7107

GRADING NOTES

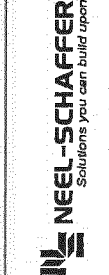
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND PROPERLY DISPOSING OF ALL UNSUITABLE MATERIALS FROM SITE.
- CRUSHED AGGREGATE PLACED WITHIN COMPOUND SHALL, AT A MINIMUM, MEET TOWER OWNERS SPECIFICATIONS.
- SITE CONTRACTOR SHALL PROVIDE SUBGRADE FOR CONSTRUCTION PER THE GEOTECHNICAL REPORT.
- REFER TO GEOTECHNICAL REPORT FOR REQUIREMENTS ON COMPACTION AND PLACEMENT OF FILL.
- ALL CELLULAR SOUTH LEASED AREAS, ACCESS AND GUY EASEMENT ARE TO BE CLEARED AND GRUBBED.
- FINISHED GRADE (TOP OF ROCK) TO BE 4" ABOVE FINAL SUBGRADE. FINAL SUBGRADE (FILL) TO BE 4" ABOVE EXISTING ROUGH GRADE. ANY SUITABLE MATERIAL ON SITE (INSIDE LEASE AREA) MAY BE USED FOR FILL. REFER TO GEOTECHNICAL REPORT FOR NOTIFICATION OF SUITABLE MATERIAL.
- ALL PROCTOR TESTING AND DENSITY TESTING SHALL BE PAID FOR BY THE CONTRACTOR AND SHALL BE PERFORMED BY AN INDEPENDENT TESTING AGENCY IF REQUIRED.
- INSTALL CULVERT (IF REQUIRED). GRADE EXISTING DRAINAGE DITCH UPSTREAM AND DOWNSTREAM AS NEEDED FOR POSITIVE DRAINAGE IN AND OUT OF PROPOSED CULVERT. GRADE OVER CULVERT AS REQUIRED.
- UPON COMPLETION OF THE FILL, COMPACTION, FINAL GRADING, AND THE PLACEMENT OF THE FINAL FENCE POST, THE FOLLOWING ITEMS SHALL BE PERFORMED BY THE CONTRACTOR:
 - THE CONTRACTOR SHALL FURNISH AND INSTALL GROUND STABILIZATION FABRIC OVER THE ENTIRE FINISHED SUBGRADE, INCLUDING THE 2'-0" APRON OUTSIDE THE FENCE LINE. ALL JOINTS IN FABRIC SHALL BE OVERLAPPED 2'-0".
 - THE CONTRACTOR SHALL BURNISH AND PLACE:
 - COMPOUND AREA 4'-0" WIDE, 2'-0" DEEP LIMESTONE (ROLLED AND COMPACTED).
 - ACCESS ROADS, TURN AROUND AREAS 4'-0" WIDE, 2'-0" DEEP LIMESTONE (ROLLED AND COMPACTED).
 - ANCHOR AREAS 4'-0" WIDE LIMESTONE (ROLLED AND COMPACTED).
- THE CONTRACTOR SHALL REPAIR ALL DAMAGE TO LEASE AREA PROPERTY AND SURROUNDING PROPERTY DUE TO CONSTRUCTION. CONTRACTOR SHALL RETURN ALL DAMAGED PROPERTY BACK TO ORIGINAL CONDITION AS SOON AS POSSIBLE.

SITE CONDITION NOTES

- NOTES:
- THE CONTRACTOR IS TO VERIFY THAT ALL EXISTING TOPOGRAPHY AND HORIZONTAL GEOMETRY IS AS INDICATED ON THESE PLANS. THE CONTRACTOR IS TO ESTABLISH THE EXISTENCE AND LOCATION OF ALL UNDERGROUND AND OVERHEAD UTILITIES AND SERVICES. IMMEDIATELY NOTIFY THE CONSTRUCTION MANAGER OF ANY DISCREPANCIES OR INTERFERENCES WHICH AFFECT THE WORK OF THIS CONTRACT.
 - ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES, CODES, AND REGULATIONS.
 - THE CONTRACTOR IS COMPLETELY RESPONSIBLE FOR CONTAINMENT OF SEDIMENT AND CONTROL OF EROSION ON SITE. ANY DAMAGE TO ADJACENT OR DOWNSTREAM PROPERTIES WILL BE CORRECTED BY THE CONTRACTOR AT NO EXPENSE TO OWNER.
 - THE CONTRACTOR IS TO MAINTAIN ADEQUATE DRAINAGE AT ALL TIMES. DO NOT ALLOW WATER TO STAND OR POND. ANY DAMAGE TO ADJACENT OR DOWNSTREAM PROPERTIES WILL BE CORRECTED BY THE CONTRACTOR AT NO EXPENSE TO OWNER. THE RESPONSIBILITY OF THE CONTRACTOR AND ANY COST ASSOCIATED WITH REPAIRS FOR SUCH DAMAGE WILL BE AT THE CONTRACTOR'S EXPENSE.
 - ALL WASTE MATERIAL SHALL BE PROPERLY DISPOSED OF OFF-SITE OR AS DIRECTED BY THE CONSTRUCTION MANAGER AND IN ACCORDANCE WITH JURISDICTIONAL AUTHORITIES.
 - COORDINATES AND BEARINGS SHOWN ARE BASED ON STATE PLANE COORDINATE SYSTEM (NAD-83). ELEVATIONS SHOWN ARE BASED ON NAVD-88.
 - SURVEY INFORMATION SHOWN COMPLIES WITH FAA ORDER 8260.19C ACCURACY TOLERANCES.
 - CONTRACTOR TO MAINTAIN 20' HORIZONTAL CLEARANCE FROM CENTERLINE OF EXISTING POWER LINES AS REQUESTED BY THE POWER COMPANY.
 - SEED WITH SEASONAL AND PERMANENT GRASS SEED AND MULCH ALL DISTURBED AREAS NOT COVERED BY OTHER MATERIALS AS TO RESTORE DAMAGED PROPERTY BACK TO ORIGINAL CONDITION.
 - THE CONTRACTOR SHALL BE RESPONSIBLE TO CORRECT ALL DAMAGE TO THE SITE SUBSEQUENT TO THE INSTALLATION OF ALL UTILITIES.
 - TREES DAMAGED OR REMOVED OUTSIDE LEASE AREA OR ACCESS EASEMENT SHALL BE REPLACED AT THE EXPENSE OF THE CONTRACTOR.

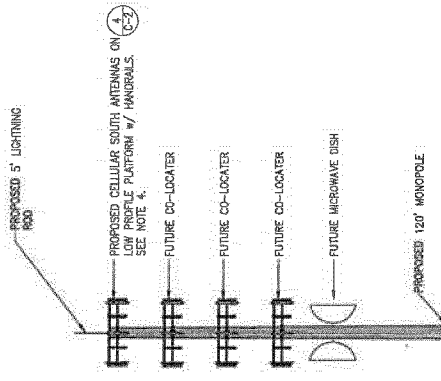


TELEPAK, INC.
400 HIGHLAND COLONY PKWY.,
SUITE 210
RIDGELAND, MS 38157
TEL: 601-874-7175
FAX: 601-874-7107



GENERAL NOTES
WORKING NUMBER: T-2
DRAWING NUMBER:

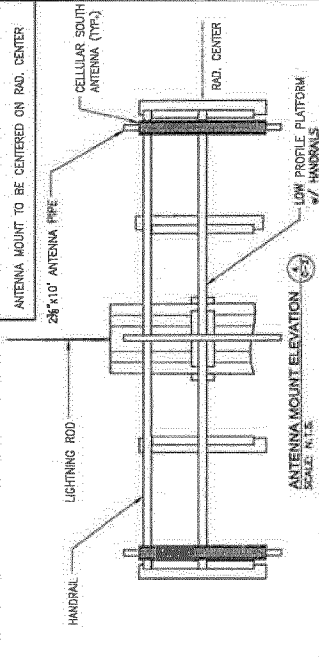
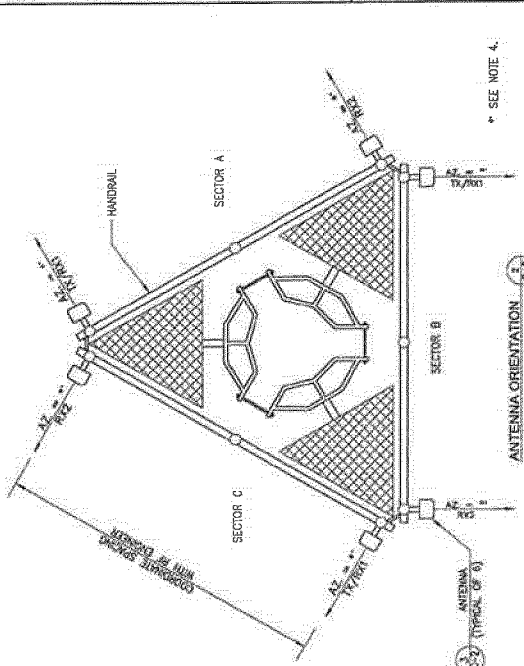
- NOTES:
1. ALL EXISTING GRASSED AREAS DISTURBED BY THIS WORK TO BE RESTORED TO PRE-CONSTRUCTION CONDITION OR PER LANDSCAPING SPECIFICATIONS.
 2. STRUCTURAL ANALYSIS PERFORMED BY OTHERS. REFER TO STRUCTURAL ANALYSIS FOR COAX ROUTING REQUIREMENTS.
 3. CO-LOCATIONS OF OTHER WIRELESS COMMUNICATIONS CARRIERS SHALL BE ALLOWED AT THIS FACILITY.
 4. CONTRACTOR TO VERIFY TOWER HEIGHT, ANTENNA PLACEMENT / AZIMUTHS AND COAX CABLE LENGTHS WITH CELLULAR SOUTH PRIOR TO INSTALLING TOWER, ANTENNA AND COAX.



COAX I.D. MARKING CHART

ITEM DESCRIPTION	ALPHA SECTOR AZIMUTH *		BETA SECTOR AZIMUTH *		GAMMA SECTOR AZIMUTH *	
	TX/RX1	RX2	TX/RX1	RX2	TX/RX1	RX2
MAIN COAX *	EUPEN	1 3/4"	EUPEN	1 3/4"	EUPEN	1 3/4"
COLOR	RED1	RED2	BLUE1	BLUE2	GREEN1	GREEN2

* SEE NOTE 4.



TOWER ELEVATION
SCALE: N.T.S.

NOTICE TO DRAWING HOLDER:

NEEL-SCHAFFER, INC. HEREBY CERTIFIES THAT THIS DRAWING IS THE PROPERTY OF NEEL-SCHAFFER, INC. AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF NEEL-SCHAFFER, INC. ANY REPRODUCTION OR COPIING OF THIS DRAWING WITHOUT THE WRITTEN PERMISSION OF NEEL-SCHAFFER, INC. IS STRICTLY PROHIBITED. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTED AGENCIES AND REGULATORY AGENCIES PRIOR TO CONSTRUCTION.

NO.	DATE	BY	DESCRIPTION
1	10/20/11	AW/CAW	ISSUED FOR CONSTRUCTION

DESIGN INFORMATION

NO.	DATE	BY	DESCRIPTION
1	10/20/11	AW/CAW	ISSUED FOR CONSTRUCTION

DATE: 10/20/11



cellularsouth

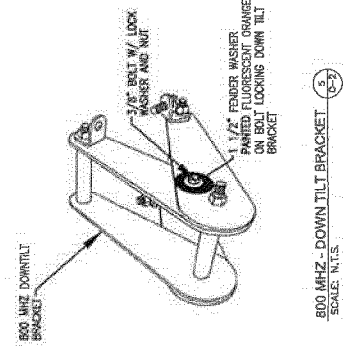
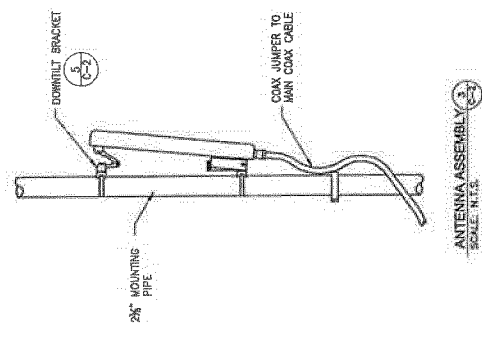
TELEPAK, INC.
d/b/a CELLULAR SOUTH
1015 HIGHWAY 210
RIDGELAND, MS 39157
TEL: 801-974-7175
FAX: 801-974-7107

NEEL-SCHAFFER
Solutions you can build upon

TOWER ELEVATIONS
AND DETAILS

WORKING NUMBER: C-2

DRAWING NUMBER:



TOWER DATA

LATITUDE N 31° 18' 19.554"
 LONGITUDE W 89° 19' 19.161"
 NAD83, 960.52 (MS EAST ZONE-NAD83-Feet)
 NAD83, 634.82 (MS EAST ZONE-NAD83-Feet)
 TOP OF TOWER ELEVATION 320.06
 GROUND ELEVATION 200.06
 TOWER HEIGHT 120.00
 CONV. ANGLE = -0° 15' 14.07"
 COMBINED FACTOR = 0.999971308
 CELLULAR SOUTH REAL ESTATE, INC.
 LEASE HOLDER: 1018 HIGHLAND COLONY PARKWAY, #210
 RIDGELAND, MISSISSIPPI 39157

NOTES

BEARINGS SHOWN ON THIS PLAT ARE BASED ON THE
 MISSISSIPPI STATE PLANE COORDINATE SYSTEM,
 EAST ZONE (NAD 83) IN FEET.

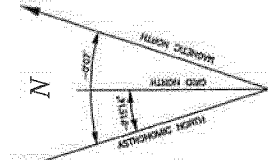
HORIZONTAL DATUM SHOWN IS BASED ON THE
 MISSISSIPPI STATE PLANE COORDINATE SYSTEM,
 EAST ZONE (NAD 83) IN FEET.

VERTICAL DATUM SHOWN IS NAVD 88.

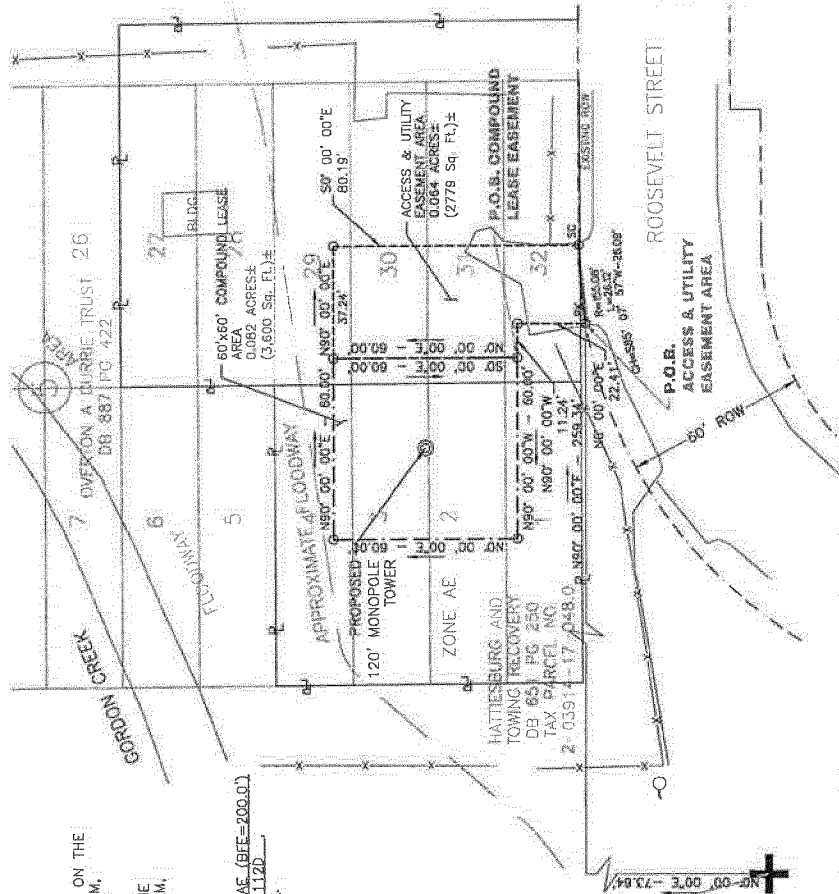
THIS PARCEL IS LOCATED IN FLOOD ZONE AE (BFE=200.0')
 PER COMMUNITY PANEL NUMBER 28035CB112D
 DATED MARCH 02, 2010

DATE OF FIELD SURVEYS: JULY 21, 2011

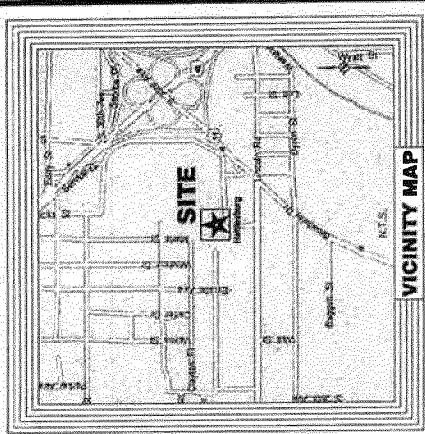
SURVEY CLASS: A



BEARINGS SHOWN ON THIS PLAT ARE
 BASED ON GPS OBSERVATIONS SURVEY
 PERFORMED BY CONVENTIONAL METHODS.
 GPS CONTROL BY EARL DUDLEY NETWORK.



POINT OF COMMENCEMENT FOUND
 1/4" REBAR LOCATED AT THE
 SOUTHEAST CORNER OF LOT 60 OF
 THE SYLVAN PARK THIRD ADDITION
 SUBDIVISION AS RECORDED IN
 CABINET B SLIDE 8 AND ALSO BEING
 ON THE WEST LINE OF PINEHURST
 SUBDIVISION NUMBER 2 AS
 RECORDED IN PLAT BOOK 7 PAGE 21
 FORREST COUNTY, MISSISSIPPI



LEGEND

- FOUND IRON ROD/PIPE
- SET 1/2" IRON ROD
- SC SCRIBE IN CONCRETE
- PK PK NAIL IN ASPHALT
- △ TEMPORARY BENCHMARK
- PROPOSED TOWER
- WATER FAUCET
- LEASE AREA LINE
- ACCESS & UTILITY EASEMENT
- RIGHT OF WAY LINE
- PROPERTY LINE
- 435' CONTOUR
- 200.00' SPOT ELEVATION

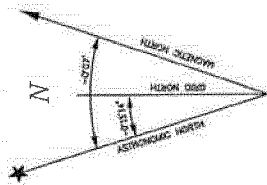


NEEL-SCHAFFER
 1622 HIGHLAND COLONY PARKWAY
 SUITE 202
 RIDGELAND, MS 39157
 (P) 601.999.1200 (F) 601.999.8465

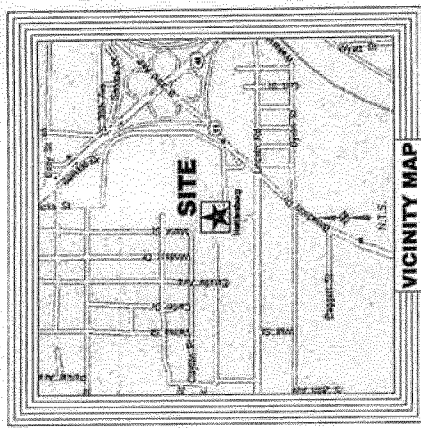
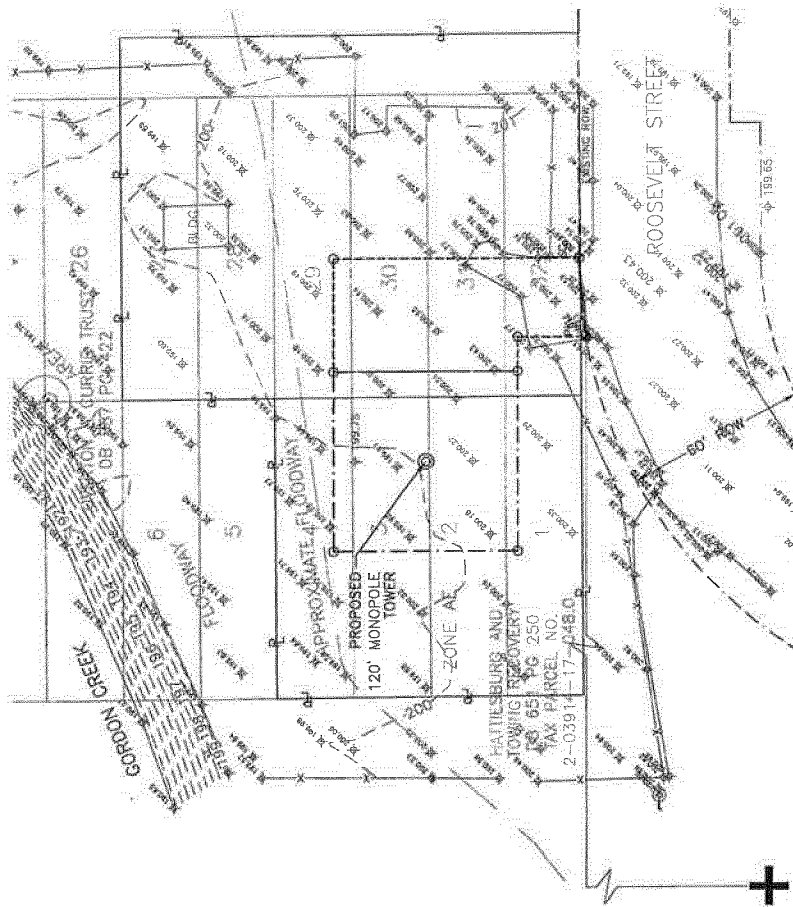
COMMUNICATION TOWER SITE SURVEY
 SITE MS-1631 CELLULAR SOUTH
 WASHINGTON STREET
 LOCATED AT
 WASHINGTON ST.
 HATTIESBURG, FORREST COUNTY, MISSISSIPPI 39213
 DRAWING No.: SURVEY, Washington, Study
 CADD No.: N11-NS08402.034
 SURVEY No.: N11-NS08402.034
 DRAWN BY: GBB
 CHECKED BY: RLB
 SCALE: 1"=40' DATE: JULY 21, 2011 SHEET 1 of 3

NOTES

VERTICAL DATUM SHOWN IS NAVD83.
CONTOUR INTERVAL = 1 FOOT.



BEARINGS SHOWN ON THIS PLAT ARE
BASED ON GPS OBSERVATIONS SURVEY
PERFORMED BY CONVENTIONAL METHODS.
GPS CONTROL BY EARL DUDLEY NETWORK.



LEGEND

- FOUND IRON ROD/PIPE
- SET 1/2" IRON ROD
- SCORSE IN CONCRETE
- PK NAIL IN ASPHALT
- △ TEMPORARY BENCHMARK
- PROPOSED TOWER
- WATER FAUCET
- LEASE AREA LINE
- ACCESS & UTILITY EASEMENT
- RIGHT OF WAY LINE
- PROPERTY LINE
- 435' CONTOUR
- × 200XX SPOT ELEVATION



SCALE: 1"=40'

NEEL-SCHAFER

1022 HINDMAN GLENN AVENUE
HATTIESBURG, MS 39213
(601) 407-1338 (F) 601-888-4485

COMMUNICATION TOWER SITE SURVEY
SITE MS-1631
CELLULAR SOUTH

WASHINGTON STREET
LOCATED AT

WASHINGTON ST.

HATTIESBURG, FORREST COUNTY, MISSISSIPPI 39213

DRAWING No.: SURVEY-Washington St.dwg CAD No.: N11-MS08402.034

SURVEY No.: 688 CHECKED BY: RIB

SCALE: 1"=40' DATE: JULY 25, 2011 SHEET 2 of 3

60'x60' LEASE AREA

A parcel of land containing 0.082 acres (3,600 square feet), more or less, being situated in the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 17, Township 4 North, Range 13 West and being a part of Lots 1, 2, 3, 4, 29, 30, 31 and 32 of Block 5 of Pinehurst Subdivision, Number 2, as recorded in Plat Book 7 at Page 21 as recorded in the Chancery Clerk's Office in the City of Hattiesburg, Forrest County, Mississippi, and being more particularly described as follows:

Commencing at a found 1/4" rebar located at the Southeast corner of Lot 60 of the Sylvan Park Third Addition Subdivision as recorded in Cabinet B Slide 8 in the said Chancery Clerk's Office and also being on the West line of the said Pinehurst Subdivision Number 2 and thence run North 00 degrees 00 minutes 00 seconds East for a distance of 73.64 feet to a point; thence run North 90 degrees 00 minutes 00 seconds East for a distance of 259.34 feet to a set 1/2" iron rod on the North right of way line of Roosevelt Street as now laid out and in use; thence leaving the existing North right of way line of the aforesaid Roosevelt Street, run North 00 degrees 00 minutes 00 seconds East for a distance of 11.24 feet to a set 1/2" iron rod; thence run North 90 degrees 00 minutes 00 seconds West for the herein described lease area; thence run North 90 degrees 00 minutes 00 seconds West for a distance of 60.00 feet to a set 1/2" iron rod; thence run North 90 degrees 00 minutes 00 seconds East for a distance of 60.00 feet to a set 1/2" iron rod; thence run North 90 degrees 00 minutes 00 seconds East for a distance of 60.00 feet to a set 1/2" iron rod; thence run South 00 degrees 00 minutes 00 seconds East for a distance of 60.00 feet to the Point Of Beginning.

ACCESS AND UTILITY EASEMENT

A parcel of land containing 0.064 acres (2,779 square feet), more or less, being situated in the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 17, Township 4 North, Range 13 West and being a part of Lots 29, 30, 31 and 32 of Block 5 of Pinehurst Subdivision, Number 2, as recorded in Plat Book 7 at Page 21 as recorded in the Chancery Clerk's Office in the City of Hattiesburg, Forrest County, Mississippi, and being more particularly described as follows:

Commencing at a found 1/4" rebar located at the Southeast corner of Lot 60 of the Sylvan Park Third Addition Subdivision as recorded in Cabinet B Slide 8 in the said Chancery Clerk's Office and also being on the West line of the said Pinehurst Subdivision Number 2 and thence run North 00 degrees 00 minutes 00 seconds East for a distance of 73.64 feet to a point; thence run North 90 degrees 00 minutes 00 seconds East for a distance of 259.34 feet to a PK Nail in asphalt on the North right of way line of Roosevelt Street and the Point of Beginning for the herein described access and utility easement; thence leaving the existing North right of way line of the aforesaid Roosevelt Street, run North 00 degrees 00 minutes 00 seconds East for a distance of 22.41 feet to a set 1/2" iron rod; thence run North 90 degrees 00 minutes 00 seconds West for a distance of 11.24 feet to a set 1/2" iron rod; thence run North 00 degrees 00 minutes 00 seconds East for a distance of 60.00 feet to a set 1/2" iron rod; thence run North 00 degrees 00 minutes 00 seconds East for a distance of 37.24 feet to a set 1/2" iron rod; thence run North 90 degrees 00 minutes 00 seconds East for a distance of 80.19 feet to a set scribe mark in concrete on the North right of way line of the aforesaid Roosevelt Street and being on a curve to the left; thence run counterclockwise along the aforesaid curve to the left for a distance of 26.12 feet to a set 1/2" iron rod, said curve having a radius of 155.08 feet, a chord bearing and distance of South 85 degrees 07 minutes 57 seconds West - 26.09 feet to the Point Of Beginning.

I hereby certify to Cellular South Real Estate, Inc., a Mississippi corporation, ("Lessee") and Hattiesburg Towing and Recovery, that this survey was actually made on the ground under my supervision on July 21, 2011 and that it is correct to the best of my knowledge and complies with the standard survey guidelines and requirements of the "Lessee". Furthermore, I hereby certify that the same accurately shows the locations of the subject premises and the location of all streets, highways, alleys, and public ways crossing or abutting said premises, that there are no encroachments by improvements appurtenant to the adjoining premises upon the subject premises nor from the subject premises unless otherwise shown herein; that all buildings and structures, if any, lie wholly within all applicable building restriction lines, if any; that all easements and right of ways which are appurtenant to or burden the subject premises and are apparent from a visual inspection are delineated herein. Compound Lease Area and the Access and Utility Easement lie wholly within the Parent tract. I hereby certify that the Access and Utility Easement is adjacent and contiguous to the public right-of-way line of Roosevelt Street, that the Access and Utility Easement is adjacent and contiguous to the Compound Lease Area and that unrestricted actual and legal access, based on information provided, exists between Roosevelt Street, the Access and Utility Easement and the Compound Lease Area.

THIS PROPERTY MAY BE SUBJECT TO RECORDED, UNRECORDED OR MISINDEXED INSTRUMENTS WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT

Date: _____

R. Lamar Bullock, P.S.
Licensed Professional Surveyor
State of Mississippi No. 2648



COMMUNICATION TOWER SITE SURVEY
SITE MS-1631
CELLULAR SOUTH
WASHINGTON STREET

LOCATED AT

WASHINGTON ST.

HATTIESBURG, FORREST COUNTY, MISSISSIPPI 39213

DRAWING No.: SURVEY, Washington St.dwg	CADD No.: N11-NS08-02.034
DRAWN BY: GBB	CHECKED BY: RLB
SCALE: N/A	DATE: JULY 21, 2011
SHEET 3 of 3	

N22 HOBAND COLONY PARKWAY
SUITE 202
HOBAND, MISSISSIPPI 39228
(P) 601.888.1159 (F) 601.888.6465

TOWER DATA

LATITUDE N 31° 18' 19.554"
 LONGITUDE W 88° 19' 19.161"
 NAD83/960.52 (MS EAST ZONE-NAD83--FEET)
 E831,634.82 (MS EAST ZONE-NAD83--FEET)
 TOP OF TOWER ELEVATION 320.06
 GROUND ELEVATION 200.06
 TOWER HEIGHT 120.00
 CONV. ANGLE = -0° 15' 14.07"
 COMBINED FACTOR = 0.999971308
 CELLULAR SOUTH REAL ESTATE, INC.
 1018 HIGHLAND COLONY PARKWAY, #210
 RIDGELAND, MISSISSIPPI 39157

NOTES

BEARINGS SHOWN ON THIS PLAT ARE BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, EAST ZONE (NAD 83) IN FEET.

HORIZONTAL DATUM SHOWN IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, EAST ZONE (NAD 83) IN FEET.

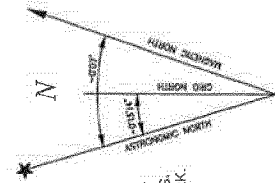
VERTICAL DATUM SHOWN IS NAVD 88.

THIS PARCEL IS LOCATED IN FLOOD ZONE AE PER COMMUNITY PANEL NUMBER 28035C0112D
 DATED MARCH 02, 2010

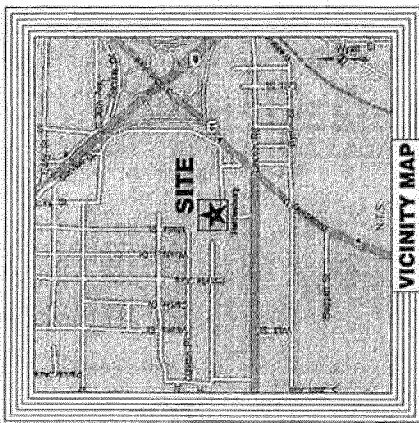
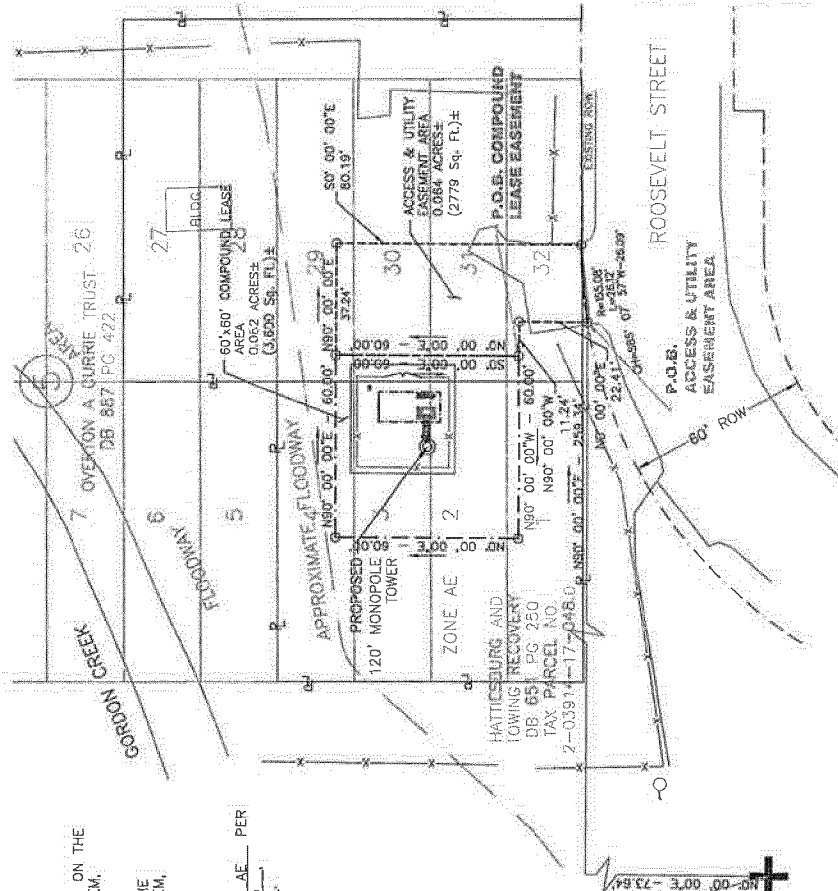
DATE OF FIELD SURVEYS: JULY 21, 2011

SURVEY CLASS: A

POINT OF COMMENCEMENT FOUND
 1/4" REBAR LOCATED AT THE
 SOUTHEAST CORNER OF LOT 60 OF
 THE SYLVAN PARK THIRD ADDITION
 SUBDIVISION AS RECORDED IN
 CABINET B SLIDE 8 AND ALSO BEING
 ON THE WEST LINE OF PINEHURST
 SUBDIVISION NUMBER 2 AS
 RECORDED IN PLAT BOOK 7 PAGE 21
 FORREST COUNTY, MISSISSIPPI

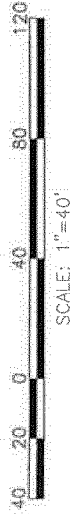


BEARINGS SHOWN ON THIS PLAT ARE
 BASED ON GPS OBSERVATIONS SURVEY
 PERFORMED BY CONVENTIONAL METHODS.
 GPS CONTROL BY EARL DUDLEY NETWORK.



LEGEND

- FOUND IRON ROD/PIPE
- SET 1/2" IRON ROD
- TEMPORARY BENCHMARK
- PROPOSED TOWER
- WATER FAUCET
- LEASE AREA LINE
- ACCESS & UTILITY EASEMENT
- RIGHT OF WAY LINE
- PROPERTY LINE
- CONTOUR
- SPOT ELEVATION



NEEL-SCHAFFER

1022 HIGHLAND COLONY PARKWAY
 SUITE 202
 FORREST COUNTY, MS 39157
 (601) 666-5555 (F) (601) 666-5555

COMMUNICATION TOWER SITE SURVEY
 SITE MS-1631

CELLULAR SOUTH
 WASHINGTON STREET

LOCATED AT

WASHINGTON ST.

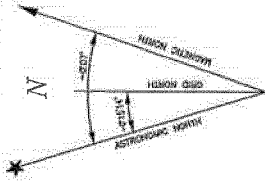
HATTIESBURG, FORREST COUNTY, MISSISSIPPI 39213

DRAWING No.: SURVEY, Washington, Sl. 601	CADD No.:	N11-NS08402.034
DRAWN BY: GBB	SURVEY No.:	N11-NS08402.034
CHECKED BY: RLB		
DATE: JULY 21, 2011		
SCALE: 1"=40'		
		SHEET 1 of 3

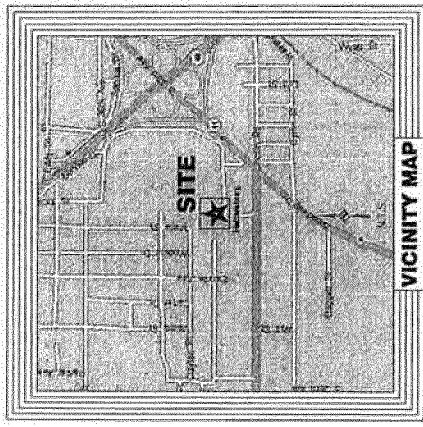
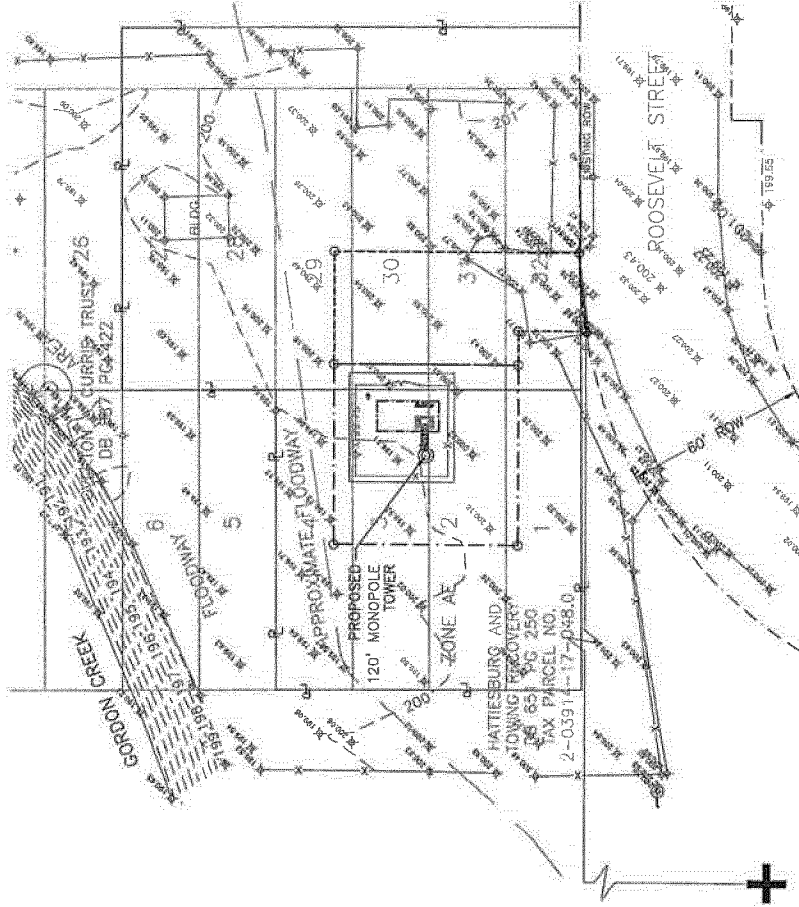
NOTES

VERTICAL DATUM SHOWN IS NAVD88.

CONTOUR INTERVAL = 1 FOOT.



BEARINGS SHOWN ON THIS PLAT ARE
BASED ON GPS OBSERVATIONS SURVEY
PERFORMED BY CONVENTIONAL METHODS.
GPS CONTROL BY EARL DUDLEY NETWORK.



LEGEND

- FOUND IRON ROD/PIPE
- SET 1/2" IRON ROD
- △ TEMPORARY BENCHMARK
- ⊙ PROPOSED TOWER
- ⊕ WATER FAUCET
- LEASE AREA LINE
- ACCESS & UTILITY EASEMENT
- RIGHT OF WAY LINE
- PROPERTY LINE
- 435 --- CONTOUR
- ✕ 2X3.XX SPOT ELEVATION



SCALE: 1"=40'

NEEL-SCHAFFER

1002 RICHARD CECILY PARKWAY
HATTIESBURG, MS 39217
(P) 601-599-3355 (F) 601-594-8985

COMMUNICATION TOWER SITE SURVEY
SITE MS-1631
CELLULAR SOUTH
WASHINGTON STREET

LOCATED AT

WASHINGTON ST.

HATTIESBURG, FORREST COUNTY, MISSISSIPPI 39213

DRAWING No.: SURVEY-Washington St.dwg CADD No.: H11-NS08402.034

DRAWN BY: GBB SURVEY No.: H11-NS08402.034

SCALE: 1"=40' DATE: JULY 25, 2011 SHEET 2 of 3

60'x80' LEASE AREA

A parcel of land containing 0.082 acres (3,600 square feet), more or less, being situated in the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 17, Township 4 North, Range 13 West and being a part of Lots 1, 2, 3, 4, 29, 30, 31 and 32 of Block 5 of Pinehurst Subdivision, Number 2 as recorded in Plat Book 7 at Page 21 as recorded in the Chancery Clerk's Office in the City of Hattiesburg, Forrest County, Mississippi, and being more particularly described as follows:

Commencing at a found 1/4" rebar located at the Southeast corner of Lot 60 of the Sylvan Park Third Addition Subdivision as recorded in Cabinet B Slide 8 in the said Chancery Clerk's Office and also being on the West line of the said Pinehurst Subdivision Number 2 and thence run North 00 degrees 00 minutes 00 seconds East for a distance of 73.04 feet to a point; thence run North 90 degrees 00 minutes 00 seconds East for a distance of 259.34 feet to a set 1/2" iron rod on the North right of way line of Roosevelt Street as now laid out and in use; thence leaving the existing North right of way line of the aforesaid Roosevelt Street, run North 00 degrees 00 minutes 00 seconds East for a distance of 22.41 feet to a set 1/2" iron rod; thence run North 90 degrees 00 minutes 00 seconds West for a distance of 11.24 feet to a set 1/2" iron rod and the Point of Beginning for the herein described lease area; thence run North 90 degrees 00 minutes 00 seconds West for a distance of 80.00 feet to a set 1/2" iron rod; thence run North 00 degrees 00 minutes 00 seconds East for a distance of 60.00 feet to a set 1/2" iron rod; thence run North 90 degrees 00 minutes 00 seconds East for a distance of 60.00 feet to a set 1/2" iron rod; thence run South 00 degrees 00 minutes 00 seconds East for a distance of 60.00 feet to the Point Of Beginning.

ACCESS AND UTILITY EASEMENT

A parcel of land containing 0.064 acres (2,779 square feet), more or less, being situated in the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 17, Township 4 North, Range 13 West and being a part of Lots 29, 30, 31 and 32 of Block 5 of Pinehurst Subdivision, Number 2 as recorded in Plat Book 7 at Page 21 as recorded in the Chancery Clerk's Office in the City of Hattiesburg, Forrest County, Mississippi, and being more particularly described as follows:

Commencing at a found 1/4" rebar located at the Southeast corner of Lot 60 of the Sylvan Park Third Addition Subdivision as recorded in Cabinet B Slide 8 in the said Chancery Clerk's Office and also being on the West line of the said Pinehurst Subdivision Number 2 and thence run North 00 degrees 00 minutes 00 seconds East for a distance of 73.04 feet to a point; thence run North 90 degrees 00 minutes 00 seconds East for a distance of 259.34 feet to a set 1/2" iron rod on the North right of way line of Roosevelt Street and the Point of Beginning for the herein described access and utility easement; thence leaving the existing North right of way line of the aforesaid Roosevelt Street, run North 00 degrees 00 minutes 00 seconds East for a distance of 22.41 feet to a set 1/2" iron rod; thence run North 90 degrees 00 minutes 00 seconds West for a distance of 11.24 feet to a set 1/2" iron rod; thence run North 00 degrees 00 minutes 00 seconds East for a distance of 60.00 feet to a set 1/2" iron rod; thence run North 90 degrees 00 minutes 00 seconds East for a distance of 60.00 feet to a set 1/2" iron rod; thence run South 00 degrees 00 minutes 00 seconds East for a distance of 60.00 feet to a set 1/2" iron rod; thence run North right of way line of the aforesaid Roosevelt Street and being on a curve to the left; thence run counterclockwise along the aforesaid curve to the left for a distance of 26.12 feet to a set 1/2" iron rod, said curve having a radius of 155.08 feet, a chord bearing and distance of South 85 degrees 07 minutes 57 seconds West - 26.09 feet to the Point Of Beginning.

I hereby certify to Cellular South Real Estate, Inc., a Mississippi corporation, ("Lessee") and Hattiesburg Towing and Recovery, that this survey was actually made on the ground under my supervision on July 21, 2011 and that it is correct to the best of my knowledge and complies with the standard survey guidelines and requirements of the "Lessee". Furthermore, I hereby certify that the same accurately shows the locations of the subject premises and the location of all streets, highways, alleys, and public ways crossing or abutting said premises; that there are no encroachments by improvements appurtenant to the adjoining premises upon the subject premises nor from the subject premises unless otherwise shown hereon; that all buildings and structures, if any, lie wholly within all applicable building restriction lines, if any; that all easements and right of ways which are appurtenant to or burden the subject premises and are apparent from a visual inspection are delineated hereon. Compound Lease Area and the Access and Utility Easement lie wholly within the Parent Tract. I hereby certify that the Access and Utility Easement is adjacent and contiguous to the public right-of-way line of Roosevelt Street, that the Access and Utility Easement is adjacent and contiguous to the Compound Lease Area and that unrestricted actual and legal access, based on information provided, exists between Roosevelt Street, the Access and Utility Easement and the Compound Lease Area.

THIS PROPERTY MAY BE SUBJECT TO RECORDED, UNRECORDED OR MISINDEXED INSTRUMENTS WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT

R. Lamar Bullock, P.S.
Licensed Professional Surveyor
State of Mississippi No. 2648

Date: _____



1027 HIGHLAND COUNTRY PARKWAY
SUITE 002
HIGHLAND, MS 39137
(601) 968-3300 (P) 968-3308

COMMUNICATION TOWER SITE SURVEY
SITE MS-1631
CELLULAR SOUTH
WASHINGTON STREET
LOCATED AT

WASHINGTON ST.

HATTIESBURG, FORREST COUNTY, MISSISSIPPI 39213

DRAWING No.	SURVEY Washington State	CADD No.	N11-N509402.034
DRAWN BY:	GBB	SURVEY No.	N11-N509402.034
CHECKED BY:	GBB		RLB
SCALE:	N/A	DATE:	JULY 21, 2011
		SHEET	3 of 3

PUBLIC HEARING

NOTICE is hereby given that a petition filed and represented by Cellular South and represented by Belinda Bodie on behalf of Johnny Farris, owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as allowed in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to allow a Use Permit Upon Review for "Telecommunications Tower" in a B-5 (Regional Business) District, for a certain property located at Roosevelt (Washington/2009 Lincoln Rd) (Parcel 24-1032-57, PPIN 27051, Ward 4), said property being more particularly described as follows, to-wit:

60'x60' LEASE AREA

A parcel of land containing 0.082 acres (3,600 square feet), more or less, being situated in the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 17, Township 4 North, Range 13 West and being a part of Lots 1, 2, 3, 4, 29, 30, 31 and 32 of Block 5 of Pinehurst Subdivision, Number 2 as recorded in Plat Book 7 at Page 21 as recorded in the Chancery Clerk's Office in the City of Hattiesburg, Forrest County, Mississippi, and being more particularly described as follows:

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ACCESS AND UTILITY EASEMENT

A parcel of land containing 0.064 acres (2779 square feet), more or less, being situated in the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 17, Township 4 North, Range 13 West and being a part of Lots 29, 30, 31 and 32 of Block 5 of Pinehurst Subdivision, Number 2 as recorded in Plat Book 7 at Page 21 as recorded in the Chancery Clerk's Office in the City of Hattiesburg, Forrest County, Mississippi, and being more particularly described as follows:

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

WITNESS my signature and the official seal of said City on this, the 10th day of January, A.D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie Myers /s/
CITY CLERK

(SEAL)

Publish (1) Friday, January 13, 2012
City of Hattiesburg
Return PROOF to City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898



City of Hattiesburg, MS
December 15, 2011

RE: RF Requirements for Washington St., Hattiesburg, MS Communications Tower

C Spire Wireless is in need of a new tower at the junction of Hwy 49 and Hwy 11 in Hattiesburg to handle the capacity demands of our wireless customers. This site is needed in order to provide capacity and offload our existing Midtown Hattiesburg and Hattiesburg towers. Due to the concentration of users in the vicinity the tower location needs to be within a $\frac{1}{4}$ mile radius of this intersection.

There are no existing towers within a $\frac{1}{4}$ mile radius of our target location that can provide the capacity relief required in this area.

Respectfully,


Thomas McGuire

RF Design Engineer
C Spire Wireless
PH: 601-974-7031



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

February 8, 2012

Belinda Bodie
1811 Auburn Avenue
Monroe, LA 71201

RE: Use Permit Upon Review application for certain property located at Roosevelt (Washington/2009 Lincoln Rd.) (Parcel 24-1032-57, PPIN 27051, Ward 4) to allow a "Telecommunications Tower" in a B-5 (Regional Business) District.

Dear Ms. Bodie:

The Hattiesburg Planning Commission reviewed your request, outlined above, on February 1, 2012. Their recommendation was to **APPROVE** your request.

Any aggrieved party (proponent or opponent) has ten (10) days after the Planning Commission's recommendation to file an appeal with the Planning Administrator asking for a public hearing before the Hattiesburg City Council.

If no appeal is filed, the City Council will consider and vote on your request on Tuesday, February 21, 2012 at 4:00 p.m. in the Council Chambers at City Hall (you or your representative are urged to attend this review in order to answer any remaining questions).

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. - Print your name and address on the reverse so that we can return the card to you. - Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature ☒ <i>Kim Bradley</i> ☐ Agent ☐ Addressee B. Received by (Printed Name) ☐ C. Date of Delivery <i>2/10</i> D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
1. Article Addressed to: <i>Belinda Bodie</i> <i>1811 Auburn Ave</i> <i>Monroe, LA</i> <i>71201</i>		3. Service Type ☐ Certified Mail ☐ Express Mail ☐ Registered ☒ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.	
2. Article Number (Transfer from service label) <i>7011 2000 0000 6953 6884</i>		4. Restricted Delivery? (Extra Fee) ☐ Yes	

Postal ServiceTM
REGISTERED MAILTM RECEIPT
(Mail Only; No Insurance Coverage Provided)
Information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Registration Fee	
Receipt Fee (required)	
Delivery Fee (required)	
Fees	\$

Postmark Here

Belinda Bodie
1811 Auburn Ave
Monroe, LA 71201

August 2006 See Reverse for Instructions

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

MINUTES
OF THE
REGULAR MEETING
OF THE

HATTIESBURG PLANNING COMMISSION

February 1, 2012

The Hattiesburg Planning Commission did meet in a regular session on February 1, 2012 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Richard Conville, Chairman, presiding.

Commissioners Present:

Judy Corts
Marjorie Chambers
Joseph White, Vice-Chairman
Richard Conville, Chairman
Linda McMurtrey
Don McCleskey
Jessie Wilson

Commissioners Absent:

Annie Pope
Robin Roberts

Also Present:

Pattie Brantley, AICP, Director of Urban Development
Bill Rodgers, Land Code Administrator
Lisa J. Reid, Planning Manager
Craig Dearman, Engineering Technician
Andy Parker, Arborist

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

Invocation:

Marjorie Chambers

AGENDA REVIEW

There came the matter of the Agenda for the February 1, 2012 meeting. The agenda was approved.

Motion made by:

Joe White

Motion seconded by:

Don McCleskey

Commissioners voting aye:

Judy Corts
Joseph White
Linda McMurtrey
Don McCleskey
Marjorie Chambers
Jessie Wilson

Commissioners voting nay:

None

Commissioners abstaining:

None

MINUTES REVIEW

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

Billboard to be removed:

B-2 property on Highway 49 (Parcel 21-1013-56, PPIN 026597, Ward 4) Lat./Long N31.32889, W89.32861; and

B-5 property on Highway 49 (Parcel 19-1007-17, PPIN 026040, Ward 1) Lat./Long N31.34394, W89.33029

	Name	Address	City/State
<u>Presented by:</u>	David Easterling	80 Nicolaus Dr.	Hattiesburg, MS 39402

Proponents: None

Opponents: None

Chairman Conville declared the Public Hearing closed at 1:55 p.m. and the Business Meeting open to vote on the request.

Motion made by: Joe White

Motion seconded by: Don McCleskey

Commissioners voting aye:
Judy Corts
Joseph White
Linda McMurtrey
Don McCleskey
Marjorie Chambers
Jessie Wilson
None

Commissioners voting nay: None

Commissioners abstaining: None

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

1. The need to preserve and encourage the stability of the Hattiesburg business community.
2. The need to reinforce Hattiesburg's quality of life, preserve neighborhood identity, and boost community pride.
3. The need to conserve and protect Hattiesburg's physical infrastructure.
4. The public need for the proposed use, as opposed to the private interest of an individual.

There came the matter of Item D, the petition filed and represented by Cellular South and represented by Belinda Bodie on behalf of Johnny Farris, owner, to allow a Use Permit Upon Review for “Telecommunications Tower” in a B-5 (Regional Business) District, for a certain property located at Roosevelt (Washington/2009 Lincoln Rd) (Parcel 24-756-3-1, PPIN 23315 and Parcel 24-1032-56, PPIN 27050, Ward 4).

	Name	Address	City/State
<u>Presented by:</u>	Belinda Bodie	1811 Auburn Ave	Monroe, LA 71201

Proponents: None

Opponents: None

Chairman Conville declared the Public Hearing closed at 2:05 p.m. and the Business Meeting open to vote on the request.

Motion made by: Don McCleskey

Motion seconded by: Joseph White

Commissioners voting aye:

Judy Corts
Joseph White
Linda McMurtrey
Don McCleskey
Marjorie Chambers
Jessie Wilson
None

Commissioners voting nay:

None

Commissioners abstaining:

None

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

1. The need to protect the stability, integrity, and character of Hattiesburg’s residential neighborhoods.
2. The need to preserve and encourage the stability of the Hattiesburg business community.
3. The need to reinforce Hattiesburg’s quality of life, preserve neighborhood identity, and boost community pride.
4. The need to conserve and protect Hattiesburg’s physical infrastructure.
5. The public need for the proposed use, as opposed to the private interest of an individual.

There came the matter of Item E, the petition filed and represented by Laurie Moudy, Hardy Street Baptist Church, owners, to allow a Use Permit Upon Review for a “Day Care” in a R-1B (Single Family Residential) District, for a certain property located at 1508 Hardy Street (Parcel 29-328-5-2, PPIN 16805, Ward 4).

Name	Address	City/State
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Presented by:

Laurie Moudy	796 Tatum Camp Road	Purvis, MS 3975
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Proponents:

David O’Dell	107 South 15 th Avenue	Hattiesburg, MS 39401
--------------	-----------------------------------	-----------------------

Opponents:

None

Chairman Conville declared the Public Hearing closed at 2:15 p.m. and the Business Meeting open to vote on the request.

Motion made by:

Joseph White

Motion seconded by:

Jessie Wilson

Commissioners voting aye:

Judy Corts
Joseph White
Linda McMurtrey
Don McCleskey
Marjorie Chambers
Jessie Wilson
None

Commissioners voting nay:

None

Commissioners abstaining:

None

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

1. The need to protect the stability, integrity, and character of Hattiesburg’s residential neighborhoods.
2. The need to preserve and encourage the stability of the Hattiesburg business community.
3. The need to reinforce Hattiesburg’s quality of life, preserve neighborhood identity, and boost community pride.
4. The need to conserve and protect Hattiesburg’s physical infrastructure.
5. The public need for the proposed use, as opposed to the private interest of an individual.



City of Hattiesburg, MS

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

Master

File Number: 2012-0539

File ID: 2012-0539

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 02/14/2012

Brief Title: 1508 Hardy Street a "Day Care" - Use Permit Upon Review

Final Action: 02/21/2012

Minute Book Number: MB2012-1/47

Title:

Approve or Deny the petition filed and represented by Laurie Moudy, Hardy Street Baptist Church, owners, to allow a Use Permit Upon Review for a "Day Care" in a R-1B (Single-Family Residential) District, for a certain property located at 1508 Hardy Street (Parcel 29-328-5-2 <tel:29-328-5-2>, PPIN 16805, Ward 4)); Hattiesburg Planning Commission recommended to APPROVE on February 1, 2012.

Notes:

Sponsors:

Enactment Date:

Attachments: item e packet, hpc action letter item e, mins e

Enactment Number:

Contact:

Meeting Date: 02/21/2012

Drafter: Lisa Reid

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/21/2012	Approve				Pass
Action Text: A MOTION was made by Vice President Ware and seconded by Council Member Carroll to Approve the petition filed and represented by Laurie Moudy, Hardy Street Baptist Church, owners, to allow a Use Permit Upon Review for a "Day Care" in a R-1B (Single-Family Residential) District, for a certain property located at 1508 Hardy Street (Parcel 29-328-5-2, PPIN 16805, Ward 4)); Hattiesburg Planning Commission recommended to APPROVE on February 1, 2012.							
Ms. Reid provided an overview.							
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

1 City Council

02/21/2012

Text of Legislative File 2012-0539

Title

Approve or Deny the petition filed and represented by Laurie Moudy, Hardy Street Baptist Church, owners, to allow a Use Permit Upon Review for a "Day Care" in a R-1B (Single-Family Residential) District, for a certain property located at 1508 Hardy Street (Parcel 29-328-5-2 <tel:29-328-5-2>, PPIN 16805, Ward 4)); Hattiesburg Planning Commission recommended to APPROVE on February 1, 2012.

Summary

1508 Hardy Street a "Day Care" - Use Permit Upon Review

Budget Information

Expenditure Type

Purchasing Item

Publication Information

PLANNING COMMISSION**February 1, 2012****ITEM E****PROPERTY ADDRESS:**

1508 Hardy Street

Parcel 29-328-5-2

PPIN 16805

Ward 4

PETITIONER:

Laurie Moudy, Hardy Street Baptist Church, owners

REQUEST:

Use Permit Upon Review for a "Day Care"

PREVIOUS PLANNING COMMISSION OR BOA ACTION ON SURROUNDING PROPERTY:

None

SPECIAL DISTRICTS:

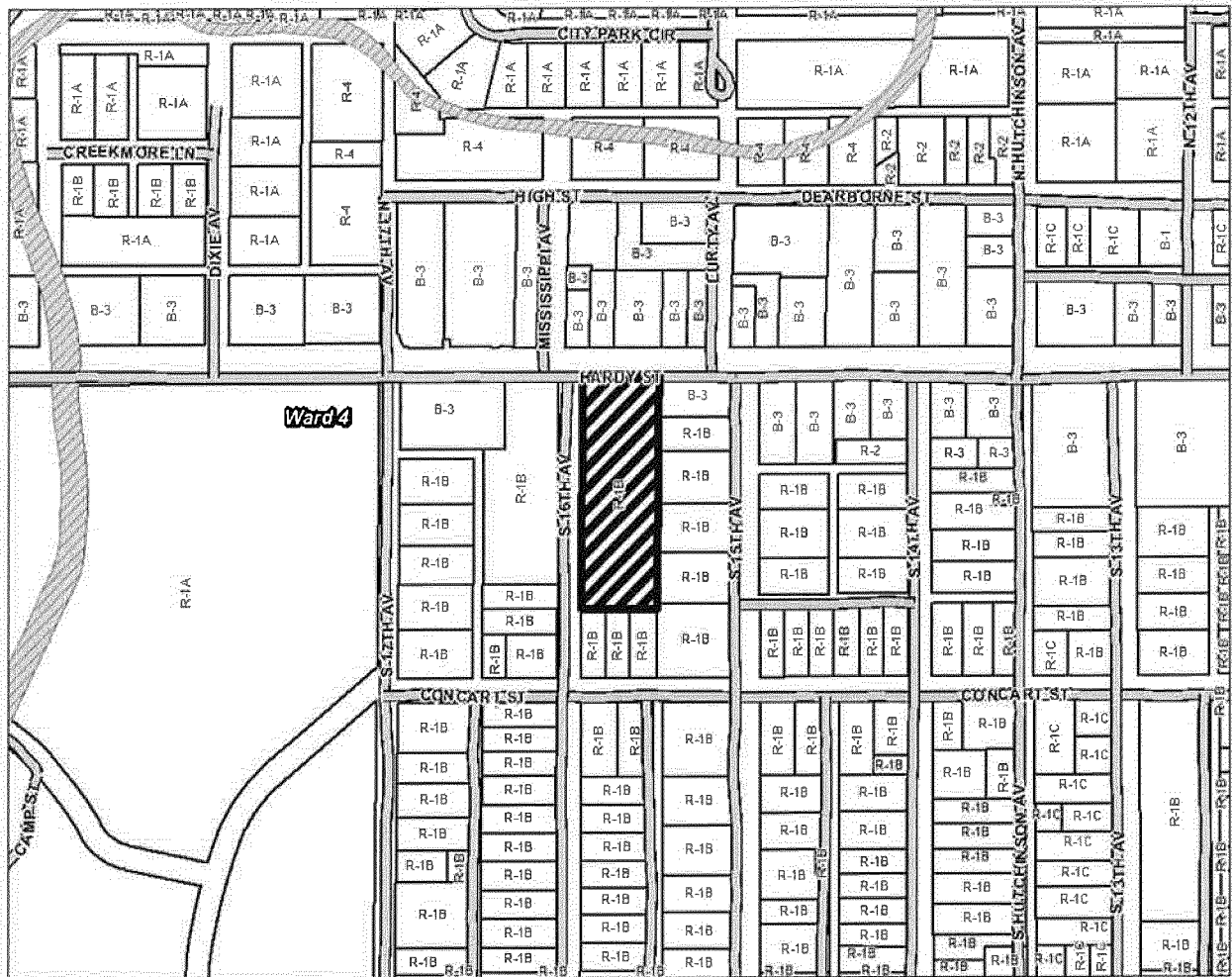
Flood District: AE (Special Flood Hazard Area)

Historic District: N/A (abuts the Oaks District)

Other: N/A

SITE PLAN REVIEW COMMITTEE ACTION:

Project No. 1-12-284 was reviewed on 1/27/12. No issues from SPRC, except need for Use Permit.

PENDING HISTORIC CONSERVATION COMMISSION ACTION: N/A

PLANNING COMMISSION

February 1, 2012 ITEM E

PROPERTY ADDRESS:

1508 Hardy Street

ZONING: R-1B (Single-Family Residential)
District**REQUESTED ACTION:**

⇒ Use Permit Upon Review for a "Day Care"

**APPLICABLE LAND DEVELOPMENT CODE
REGULATIONS:**

-Article 4, Section 53.03 (10)

ADJACENT ZONING AND LAND USES:**NORTH:** B-3 (Community Business) District; and is
used as a law office**SOUTH:** R1-B (Single-Family Residential) District;
used for residential**EAST:** B-3 (Community Business) District; and is
used for parking and R1-B (Single-Family
Residential) District; used for residential**WEST:** R1-B (Single-Family Residential) District;
used for church parking and the City Zoo**FUTURE LAND USE MAP DESIGNATION:**

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

PHYSICAL SITE CHARACTERISTICS:

This lot is improved and a portion of other parcels that make up the church property.

STREETS AND TRAFFIC:

The subject property is located on the south side of Hardy Street between South 15th Avenue and South 16th Avenue.

PUBLIC UTILITIES:

Water: City

Sewer: City

Electricity: Mississippi Power

PARKING AND ACCESS:

Parking is across south 16th in the main church parking lot.

CHARACTER OF THE NEIGHBORHOOD:

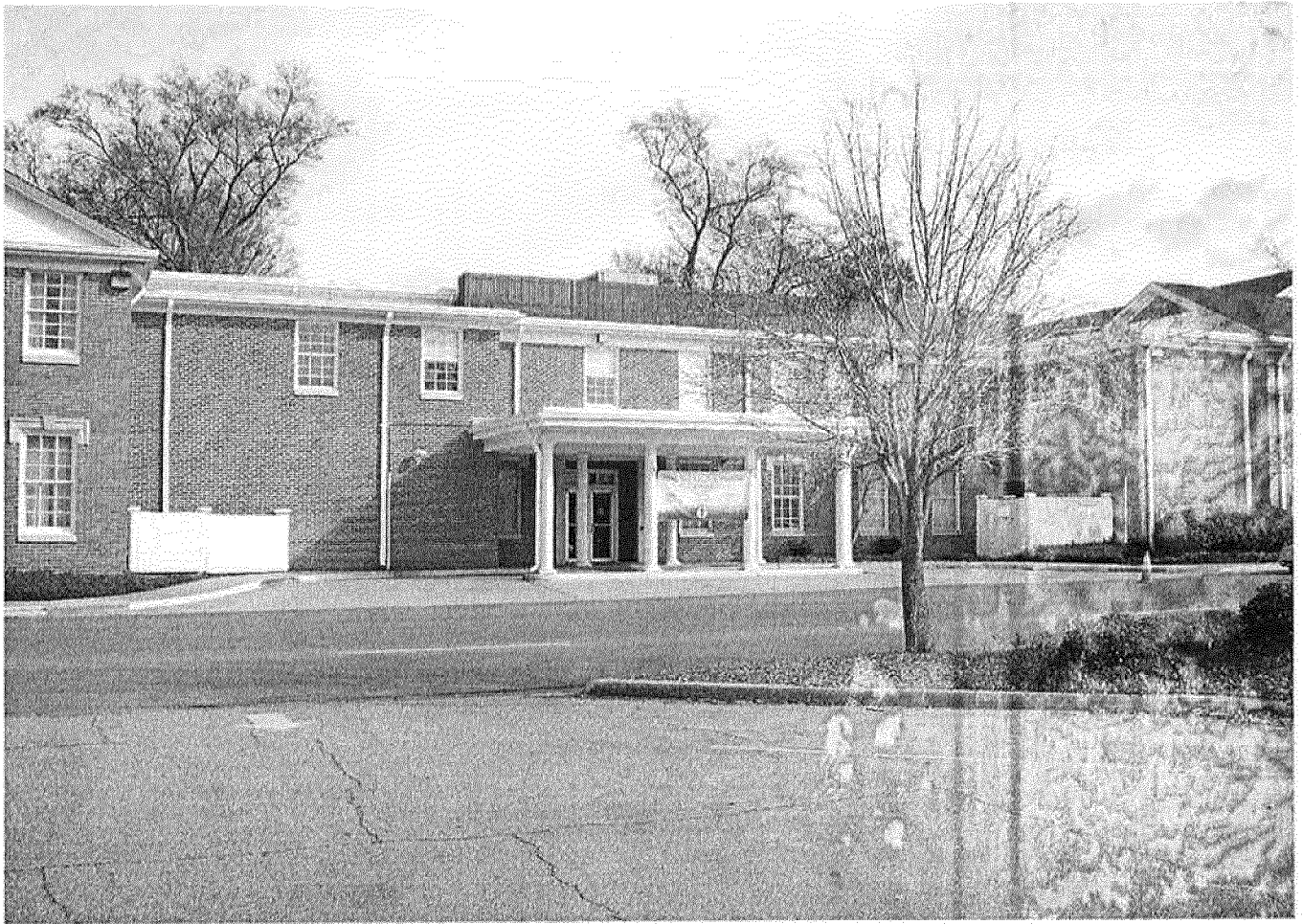
This property is along a high traffic area near multiple businesses, the City Zoo and a residential neighborhood. The surrounding property is zoned single-family residential and community business.

USE PERMIT) FINDINGS REQUIRED:

- A. The need to protect the stability, integrity, and character of Hattiesburg's residential neighborhoods.
- B. The need to preserve and encourage the stability of the Hattiesburg business community.
- C. The need to reinforce Hattiesburg's quality of life, preserve neighborhood identity, and boost community pride.
- D. The need to conserve and protect Hattiesburg's physical infrastructure.
- E. The public need for the proposed use, as opposed to the private interest of an individual.











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

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

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

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

FOR VARIANCE ONLY:

Check all appropriate variance types:

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

Land Development Code Article No. _____ Section _____ ;
 Article No. _____ Section _____ ;
 Article No. _____ Section _____ ;

Staff
 Information –
 do not complete

FOR USE PERMIT UPON REVIEW ONLY:

Check Applicable Type:

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

FILED**JAN 18 2012**

EDDIE B. MYERS, CITY CLERK
 By _____
 Deputy Clerk

Land Development Code Article No. 53.03 Section 10 ;

Staff
 Information

FOR RE-ZONING ONLY:

Existing Zoning: _____

Proposed Zoning: _____

Site Plan Pre- Application / Public Hearing Contact Information Form

City of Hattiesburg - Planning Department

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

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

Today's Date: 1/9/2012

Project Name: Hardy Street Baptist Preschool

Proposed Use(s): Preschool Activities

Project Street Address: 1508 Hardy Street Hattiesburg, MS 39401

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

Parcel Number(s): PPIN 16805, 16806, 16807, 18608

Flood Zone(s):

Historic District(s):

Zoning District(s):

Proposed Cost of the Project: \$0.00

Project Representative Information

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

☐ Engineer ☐ Other (Specify):

Name: Laurie Moudy

Company Name: Hardy Street Baptist

Phone: 601-544-1794

Fax: 601-450-5427

Email: lmoudy@hardysbc.net

Mailing Address: 1508 Hardy Street Hattiesburg, MS 39401

Name:

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

Church

Phone: 601-544-1794

Fax: 601-450-5427

Email:

Mailing Address: 1508 Hardy Street Hattiesburg, MS 39401

Name:

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

Phone:

Fax:

Email:

Mailing Address:

Provide project narrative fully explaining the proposed project. Provide information like purpose, where, when, how long, what material, process etc.

We are beginning a preschool for ages Infant – 5yr where we will be teaching them science, math, language, Bible teaching, music. This will be a year long program(trimester) January-May, June-July, August-December

Monday - Friday 9-3

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

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

Property to the NORTH: Current Zoning Classification B-3

Current use (Example: school, church, store): Law firm

☐ Residential ☒ Commercial ☐ Industrial ☐ Vacant

Property to the SOUTH: Current Zoning Classification ~~Residence~~ R-1B

Current use (Example: school, church, store): Residence

☒ Residential ☐ Commercial ☐ Industrial ☐ Vacant

Property to the EAST: Current Zoning Classification B-3 / R-1B

Current use (Example: school, church, store): Parking lot / Residence

☒ Residential ☒ Commercial ☐ Industrial ☐ Vacant

Property to the WEST: Current Zoning Classification ~~Residence~~ R-1B

Current use (Example: school, church, store): Church parking + Zoo

☐ Residential ☒ Commercial ☐ Industrial ☐ Vacant

Staff Information – do not complete:

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

NORTH

SOUTH

EAST

WEST

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

Lot Frontage: _____ Linear Feet

Lot Depth: _____ Linear Feet

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

Total Project Area:

N/A

Disturbed area: N/A

Existing Structure or Unimproved?

Existing

Number of existing buildings?

1

Use of buildings: ☐ Apartments

☒ Church / School

☐ Commercial ☐ Industrial

☐ Residential

Physical Characteristics:

Brick

Land Use History:

Church since early 1900's

This property is located on the

South

side

(North/South/East/West)

of

Hardy

and lies between

(Street Name)

S. 16th

(Street Name)

and

S. 15th

(Street Name)

Are there any Land Use Code violations on file on this property with the City?

No

If yes, please explain:

Use Permit upon Review Information(2 pages)

see separate applications for digital billboards and telecommunications towers

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

NA

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

Preschool Activities

3. What is the expected number of employees? 10

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

If yes, please explain:

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

NO

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

If yes, please explain:

Yes, parents dropping off and picking up children

7. Parking Requirements: Entire church parking lot available

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

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

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

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

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

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

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

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

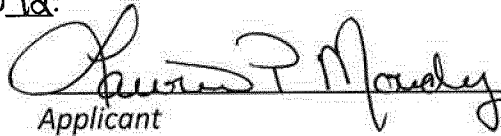
To provide a service to the community for quality,
Christian childcare for the families. To teach
the children enrolled in our preschool about
integrity, honor, manners, respect & love of others
& their surroundings.

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

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

1508 Hardy Street, Hattiesburg, MS, 39401,
Street Address City State

on this the 11th day of January, 2012.


Applicant

Applicant

STATE OF Mississippi

COUNTY OF Forrest

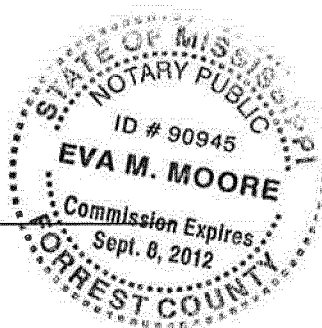
Personally came and appeared before me, the within named

Laurie P. Maudy

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 11th day of January, 2012.

My Commission Expires:



Eva M. Moore
NOTARY PUBLIC

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

1508 Hardy Street, Hattiesburg, MS, 39401,

Street Address

City

State

on this the 11th day of January, 2012

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

on this the 11th day of January, 2012

Hardy Street Baptist Church, Michael D. Davis
Property Owner Trustee

Property Owner

STATE OF Mississippi

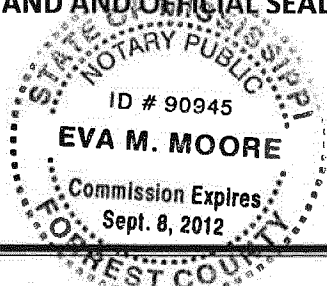
COUNTY OF Larrest

Personally came and appeared before me, the within named

Michael D. Davis

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 11th day of January, 2012



Eva M. Moore
NOTARY PUBLIC

PUBLIC HEARING

NOTICE is hereby given that a petition filed and represented by Laurie Moudy, Hardy Street Baptist Church, owners, with the Mayor and Council of the City of Hattiesburg, Mississippi, as allowed in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to allow a Use Permit Upon Review for a "Day Care" in a R-1B (Single-Family Residential) District, for a certain property located at 1508 Hardy Street (Parcel 29-328-5-2, PPIN 16805, Ward 4), said property being more particularly described as follows, to-wit:

Lots 3 to 11, inclusive, and also the West 10 feet of the Alley, which is vacated, and being East of Lots 6 to 11, inclusive, all in Block 5 of the Hattiesburg Heights Proper Survey of the City Of Hattiesburg, Forrest County, Mississippi.

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

WITNESS my signature and the official seal of said City on this, the 10th day of January, A.D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie Myers /s/
CITY CLERK

(SEAL)

Publish (1) Friday, January 13, 2012
City of Hattiesburg
Return PROOF to City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898



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

February 8, 2012

Laurie Moudy
Hardy Street Baptist Preschool
1508 Hardy Street
Hattiesburg, MS 39401

RE: Use Permit Upon Review application for certain property located at 1508 Hardy Street (Parcel 29-328-5-2, PPIN 16805, Ward 4) to allow a "Day Care" in a R-1B (Single-Family Residential) District.

Dear Ms. Moudy:

The Hattiesburg Planning Commission reviewed your request, outlined above, on February 1, 2012. Their recommendation was to **APPROVE** your request.

Any aggrieved party (proponent or opponent) has ten (10) days after the Planning Commission's recommendation to file an appeal with the Planning Administrator asking for a public hearing before the Hattiesburg City Council.

If no appeal is filed, the City Council will consider and vote on your request on Tuesday, February 21, 2012 at 4:00 p.m. in the Council Chambers at City Hall (you or your representative are urged to attend this review in order to answer any remaining questions).

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Laurie Moudy
Hardy Street Baptist Preschool
1508 Hardy Street
Hattiesburg, MS 39401

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent ☒ Addressee

B. Received by (Printed Name)

C. Date of Delivery

2-9-12

D. Is delivery address different from item 1? ☐ Yes ☒ No
If YES, enter delivery address below:

3. Service Type
☐ Certified Mail ☒ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes ☒ No

Postal Service™

REGISTERED MAIL™ RECEIPT

Mail Only; No Insurance Coverage Provided

For more information visit our website at www.usps.com

OFFICIAL USE

Postage \$
ad Fee
pt Fee (if required)
ry Fee (if required)

Postmark
Here

Laurie Moudy
Hardy Street Baptist Preschool
1508 Hardy Street
Hattiesburg, MS 39401

2. Article Number
(Transfer from service label)

7011 2000 0000 6753 6662

102595-02-M-1540

PS Form 3811, February 2004

Domestic Return Receipt

PS Form 3800, August 2000

See reverse for instructions

MINUTES
OF THE
REGULAR MEETING
OF THE

HATTIESBURG PLANNING COMMISSION

February 1, 2012

The Hattiesburg Planning Commission did meet in a regular session on February 1, 2012 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Richard Conville, Chairman, presiding.

Commissioners Present:

Judy Corts
Marjorie Chambers
Joseph White, Vice-Chairman
Richard Conville, Chairman
Linda McMurtrey
Don McCleskey
Jessie Wilson

Commissioners Absent:

Annie Pope
Robin Roberts

Also Present:

Pattie Brantley, AICP, Director of Urban Development
Bill Rodgers, Land Code Administrator
Lisa J. Reid, Planning Manager
Craig Dearman, Engineering Technician
Andy Parker, Arborist

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

Invocation:

Marjorie Chambers

AGENDA REVIEW

There came the matter of the Agenda for the February 1, 2012 meeting. The agenda was approved.

Motion made by:

Joe White

Motion seconded by:

Don McCleskey

Commissioners voting aye:

Judy Corts
Joseph White
Linda McMurtrey
Don McCleskey
Marjorie Chambers
Jessie Wilson

Commissioners voting nay:

None

Commissioners abstaining:

None

MINUTES REVIEW

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

Commissioners voting aye:

Judy Corts
Joseph White
Linda McMurtrey
Don McCleskey
Marjorie Chambers
Jessie Wilson
None

Commissioners voting nay:

None

Commissioners abstaining:

None

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

1. The need to protect the stability, integrity, and character of Hattiesburg’s residential neighborhoods.
2. The need to preserve and encourage the stability of the Hattiesburg business community.
3. The need to reinforce Hattiesburg’s quality of life, preserve neighborhood identity, and boost community pride.
4. The need to conserve and protect Hattiesburg’s physical infrastructure.
5. The public need for the proposed use, as opposed to the private interest of an individual.

There came the matter of Item E, the petition filed and represented by Laurie Moudy, Hardy Street Baptist Church, owners, to allow a Use Permit Upon Review for a “Day Care” in a R-1B (Single Family Residential) District, for a certain property located at 1508 Hardy Street (Parcel 29-328-5-2, PPIN 16805, Ward 4).

Name	Address	City/State
------	---------	------------

Presented by:

Laurie Moudy	796 Tatum Camp Road	Purvis, MS 3975
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Proponents:

David O’Dell	107 South 15 th Avenue	Hattiesburg, MS 39401
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Opponents:

None

Chairman Conville declared the Public Hearing closed at 2:15 p.m. and the Business Meeting open to vote on the request.

Motion made by:

Joseph White

Motion seconded by:

Jessie Wilson

Commissioners voting aye:

Judy Corts
Joseph White
Linda McMurtrey
Don McCleskey
Marjorie Chambers
Jessie Wilson
None

Commissioners voting nay:

None

Commissioners abstaining:

None

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

1. The need to protect the stability, integrity, and character of Hattiesburg’s residential neighborhoods.
2. The need to preserve and encourage the stability of the Hattiesburg business community.
3. The need to reinforce Hattiesburg’s quality of life, preserve neighborhood identity, and boost community pride.
4. The need to conserve and protect Hattiesburg’s physical infrastructure.
5. The public need for the proposed use, as opposed to the private interest of an individual.



City of Hattiesburg, MS

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

Master

File Number: 2012-0536

File ID: 2012-0536

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 02/14/2012

Brief Title: Highway 49 "Billboard, Digital Replacement" - Use Permit Upon Review

Final Action: 02/21/2012

Minute Book Number: MB 2012-1/47-48

Title:

Approve or Deny the petition filed and represented by David Easterling, Lamar Outdoor Advertising, owners, to allow a Use Permit Upon Review for a "Billboard, Digital Replacement" in a B-5 (Regional Business) District, for certain property located as follows: Billboard to be replaced: Highway 49 (Parcel 19-402-1-3 <tel:19-402-1-3>, PPIN 18071, Ward 2) Lat./Long N31.34387, W89.33029; Billboards to be removed: B-2 property on Highway 49 (Parcel 21-1013-56 <tel:21-1013-56>, PPIN 026597, Ward 4) Lat./Long N31.32889, W89.32861; and B-5 property on Highway 49 (Parcel 19-1007-17 <tel:19-1007-17>, PPIN 026040, Ward 1) Lat./Long N31.34394, W89.33029; Hattiesburg Planning Commission recommended to APPROVE on February 1, 2012.

Notes:

Sponsors:

Enactment Date:

Attachments: item c packet, hpc action letter item b-c, mins c

Enactment Number:

Contact:

Meeting Date: 02/21/2012

Drafter: Lisa Reid

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/21/2012	Approve				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Vice President Ware to Approve the petition filed and represented by David Easterling, Lamar Outdoor Advertising, owners, to allow a Use Permit Upon Review for a "Billboard, Digital Replacement" in a B-5 (Regional Business) District, for certain property located as follows: Billboard to be replaced: Highway 49 (Parcel 19-402-1-3, PPIN 18071, Ward 2) Lat./Long N31.34387, W89.33029; Billboards to be removed: B-2 property on Highway 49 (Parcel 21-1013-56, PPIN 026597, Ward 4) Lat./Long N31.32889, W89.32861; and B-5 property on Highway 49 (Parcel 19-1007-17, PPIN 026040, Ward 1) Lat./Long N31.34394, W89.33029; Hattiesburg Planning Commission recommended to APPROVE on February 1, 2012.

Ms. Reid provided an overview.

Council member Carroll said he is pleased that the sign across from [the University of Southern Mississippi] is being removed.

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 2012-0536

Title

Approve or Deny the petition filed and represented by David Easterling, Lamar Outdoor Advertising, owners, to allow a Use Permit Upon Review for a "Billboard, Digital Replacement" in a B-5 (Regional Business) District, for certain property located as follows: Billboard to be replaced: Highway 49 (Parcel 19-402-1-3 <tel:19-402-1-3>, PPIN 18071, Ward 2) Lat./Long N31.34387, W89.33029; Billboards to be removed: B-2 property on Highway 49 (Parcel 21-1013-56 <tel:21-1013-56>, PPIN 026597, Ward 4) Lat./Long N31.32889, W89.32861; and B-5 property on Highway 49 (Parcel 19-1007-17 <tel:19-1007-17>, PPIN 026040, Ward 1) Lat./Long N31.34394, W89.33029; Hattiesburg Planning Commission recommended to APPROVE on February 1, 2012.

Summary

Highway 49 "Billboard, Digital Replacement" - Use Permit Upon Review

Budget Information

Expenditure Type

Purchasing Item

Publication Information

PLANNING COMMISSION

February 1, 2012

ITEM C**PROPERTY ADDRESS:**Billboard to be replaced:

Highway 49 (Parcel 19-402-1-3, PPIN 18071, Ward 2)

Billboards to be removed:

B-2 property on Highway 49 (Parcel 21-1013-56, PPIN 026597, Ward 4); and

B-5 property on Highway 49 (Parcel 19-1007-17, PPIN 026040, Ward 1) Lat./Long N31.34394, W89.33029

PETITIONER:

David Easterling, Lamar Outdoor Advertising, owner

REQUEST: Use Permit Upon Review for a "Billboard, Digital Replacement"**PREVIOUS PLANNING COMMISSION OR BOA ACTION ON SURROUNDING PROPERTY:****SPECIAL DISTRICTS:**

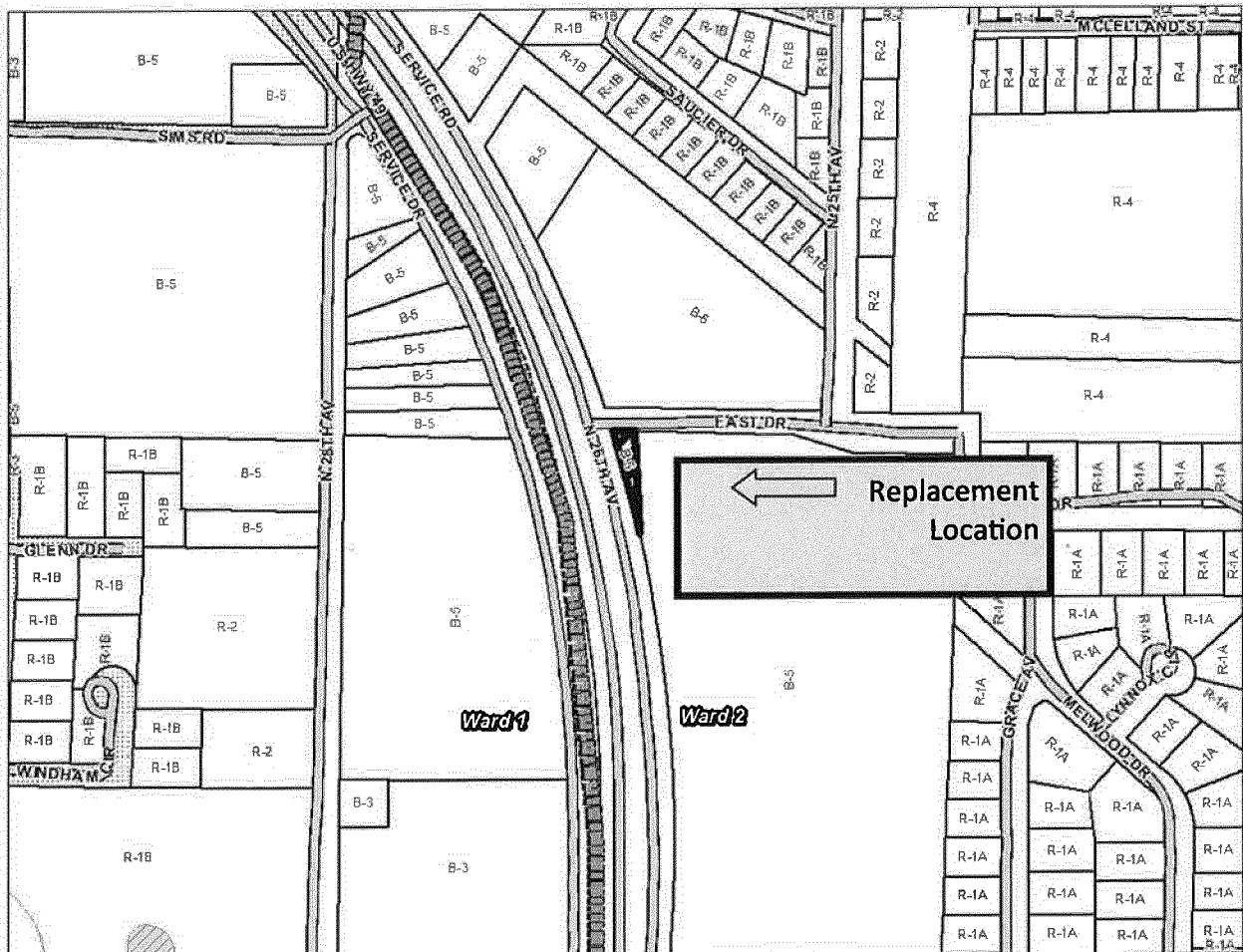
Flood District: X (Non Special Flood Hazard Area)

Historic District: N/A

Other: N/A

SITE PLAN REVIEW COMMITTEE ACTION:

Project No. 1-12-270 was reviewed on 1/6/12. No issues from SPRC, except need for Use Permit.

PENDING HISTORIC CONSERVATION COMMISSION ACTION: N/A

Billboards to be removed:

B-2 property on Highway 49 (Parcel 21-1013-56, PPIN 026597, Ward 4) Lat./Long N31.32889, W89.32861;



and

B-5 property on Highway 49 (Parcel 19-1007-17, PPIN 026040, Ward 1) Lat./Long N31.34394, W89.33029



PLANNING COMMISSION February 1, 2012 ITEM C

PROPERTY ADDRESS:

Highway 49

ZONING:

B-5 (Regional Business) District

REQUESTED ACTION:

⇒ Use Permit Upon Review for a "Billboard, Digital Replacement"

APPLICABLE LAND DEVELOPMENT CODE REGULATIONS:

-Ordinance Number 3079, adopted November 22, 2011 (is not yet codified into the LDC)

ADJACENT ZONING AND LAND USES:

NORTH: B-5 (Regional Business) District; and is used by the Yamaha Motorcycle Sales and Service

SOUTH: B-5 (Regional Business) District; and is used by MDOT

SOUTH: B-5 (Regional Business) District; and is used for several commercial businesses

WEST: B-5 (Regional Business) District; and is used for several commercial businesses

FUTURE LAND USE MAP DESIGNATION:

The Future Land Use Map depicts this area as Community Business Corridor and this district is primarily a non-residential district located along the city's major roadways. In this district, certain residential and non-residential land uses may be found that exhibit suburban development patterns.

PHYSICAL SITE CHARACTERISTICS:

This lot is unimproved with the exception of the existing billboard and is 8,200 square foot; however the actual disturbed area is approximately 48 inches in diameter for the billboard pole only.

STREETS AND TRAFFIC:

The subject property is located on the east side of Highway 49 between East Drive and West 7th Street.

PUBLIC UTILITIES:

Water: City
Sewer: City
Electricity: Mississippi Power

PARKING AND ACCESS:

Access to the billboard will be from the Highway.

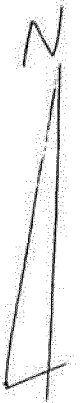
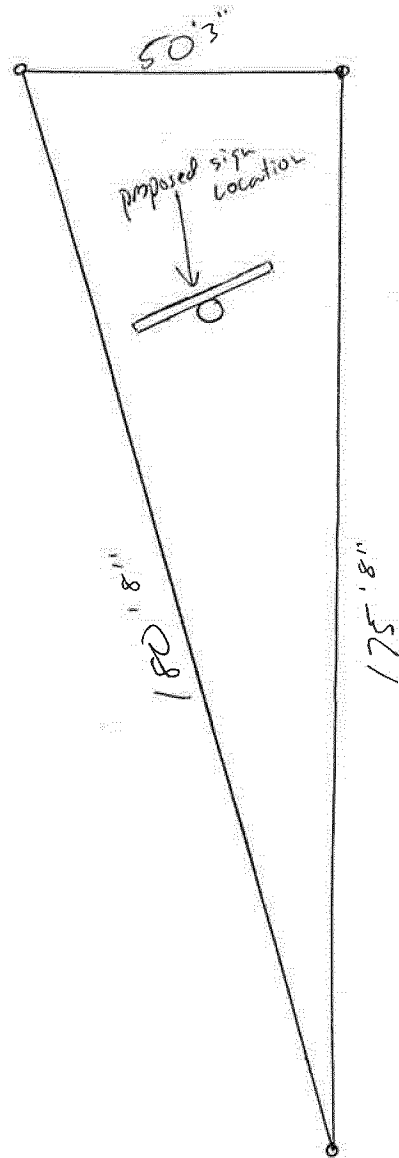
CHARACTER OF THE NEIGHBORHOOD:

This lot is located along the east side of Highway 49. The surrounding property is zoned regional business.

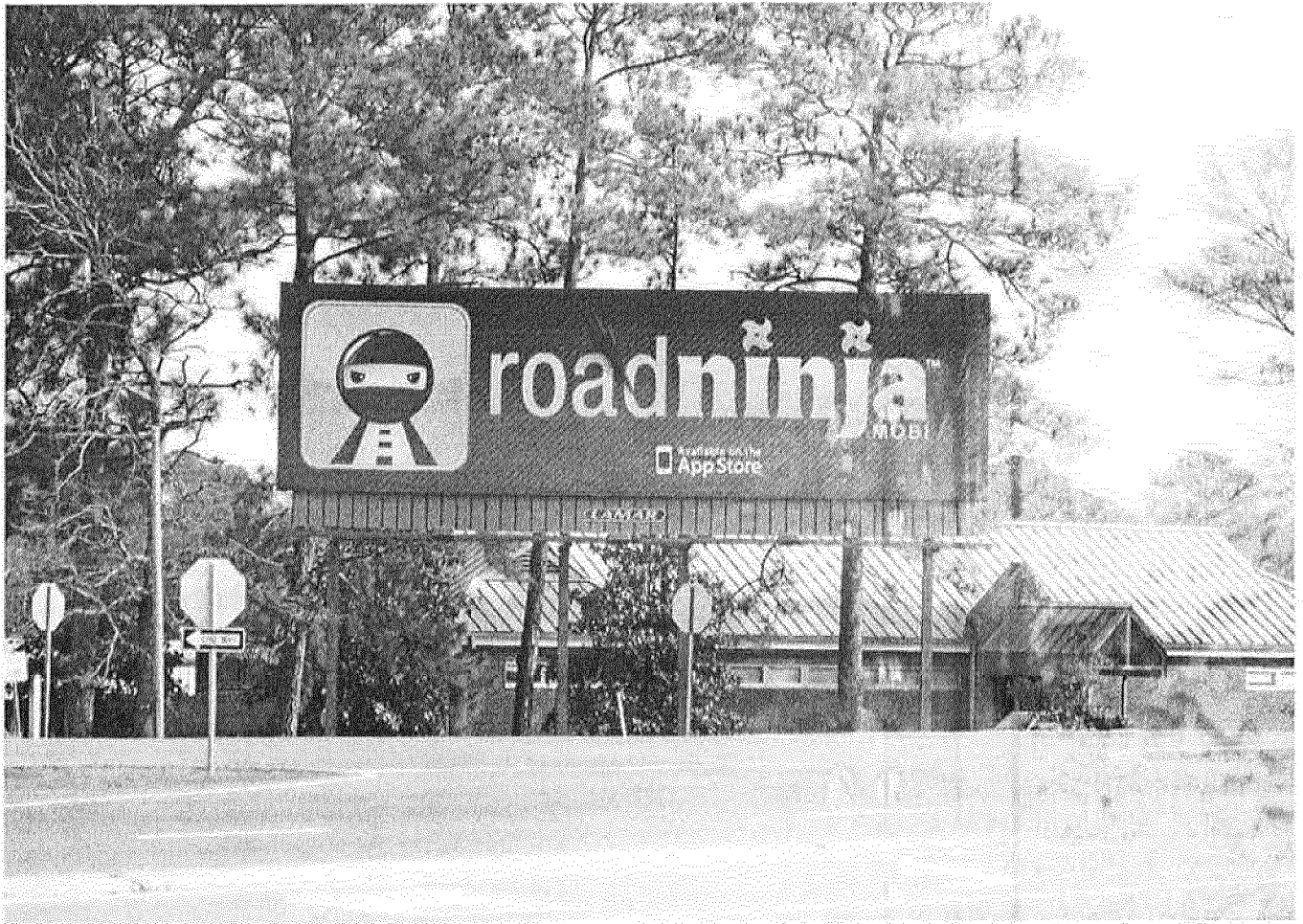
(USE PERMIT) FINDINGS REQUIRED:

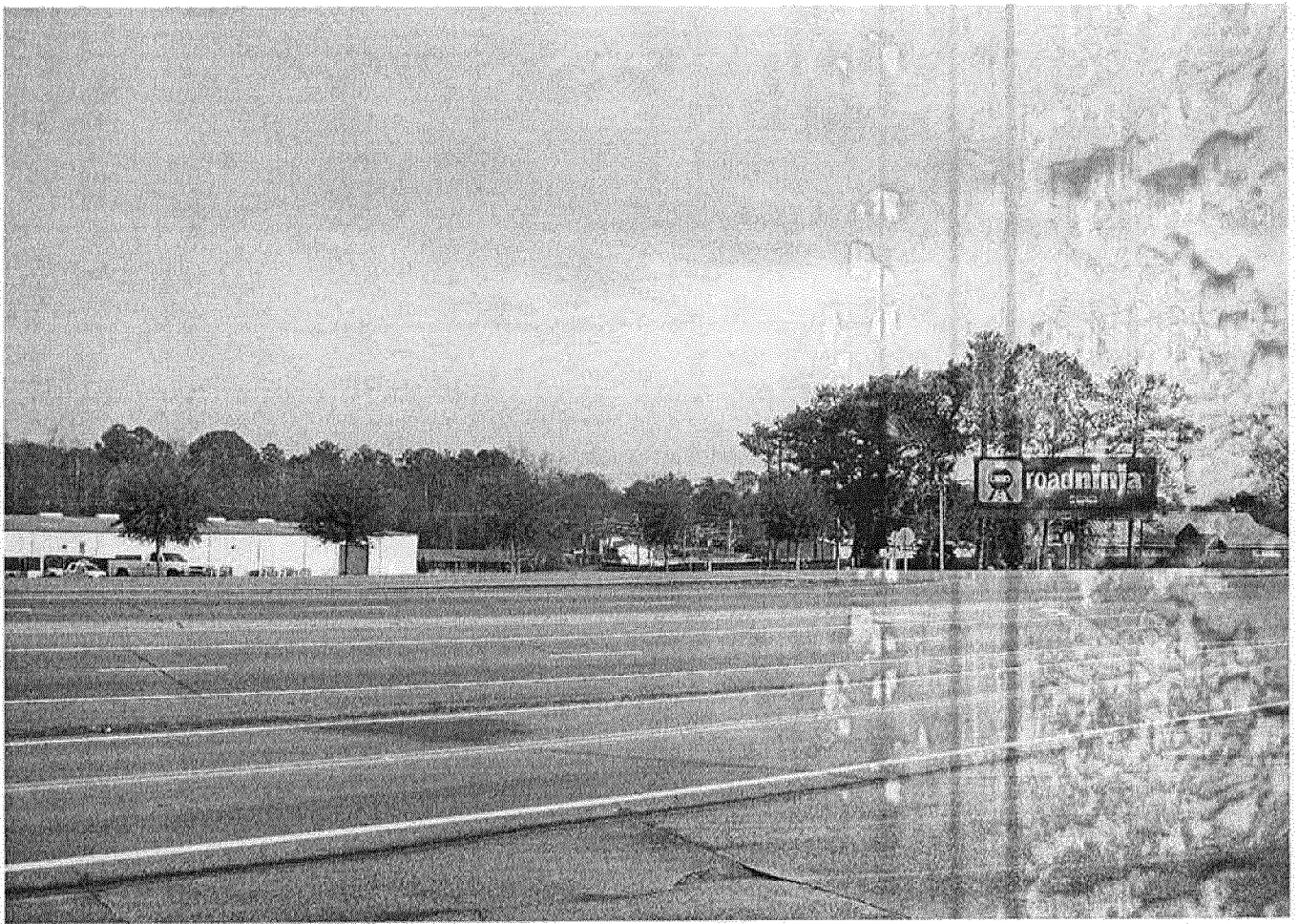
- A. The need to protect the stability, integrity, and character of Hattiesburg's residential neighborhoods.
- B. The need to preserve and encourage the stability of the Hattiesburg business community.
- C. The need to reinforce Hattiesburg's quality of life, preserve neighborhood identity, and boost community pride.
- D. The need to conserve and protect Hattiesburg's physical infrastructure.
- E. The public need for the proposed use, as opposed to the private interest of an individual.

Lamar Digital Convesion @ MDOT



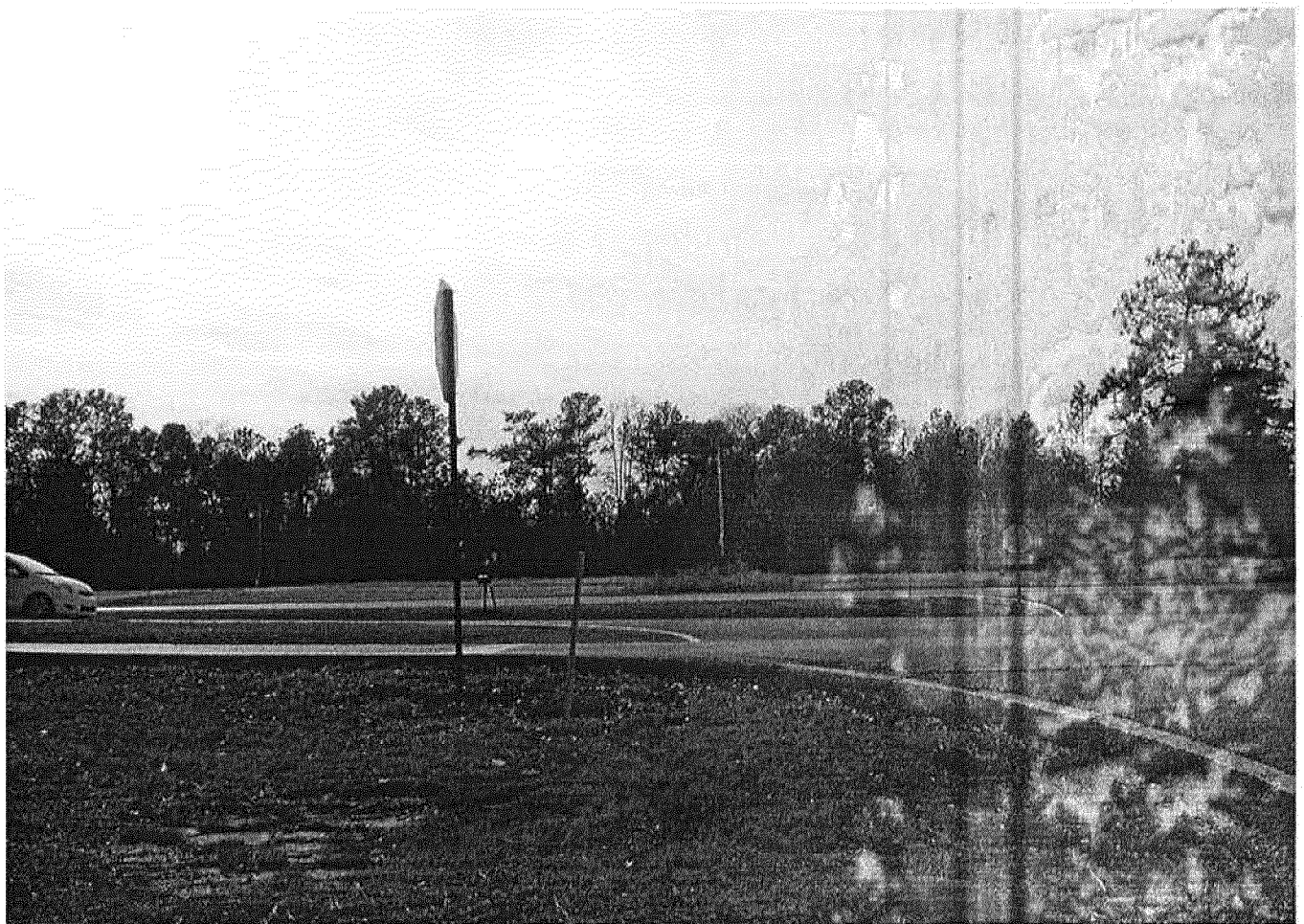
$$\begin{aligned} 1'' &= 24' \\ \frac{1}{16}'' &= 3' \end{aligned}$$



















PUBLIC HEARING APPLICATION
P O BOX 1898 (200 Forrest Street/39401)
HATTIESBURG, MS 39403-1898
 Department of Urban Development
 (601) 545-4591 or 545-4599 or FAX (601) 545-1962

Site - 1-12-270

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

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

FOR VARIANCE ONLY:

Check all appropriate variance types:

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

Land Development Code Article No. _____

Section _____

Article No. _____

Section _____

Article No. _____

Section _____

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

Check Applicable Type:

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

JAN 18 2012

 EDDIE B. MYERS, CITY CLERK
 By _____ Deputy Clerk

Land Development Code Article No. _____

Section _____

 Staff
 Information
FOR RE-ZONING ONLY:

Existing Zoning: _____

Proposed Zoning: _____

Provide project narrative fully explaining the proposed project. Provide information like purpose, where, when, how long, what material, process etc.

We would like to replace a 14'x48' structure with 6 poles with an 11'x23' digital board with one pole. This would reduce the overall size of the billboard and provide a cleaner look with only one pole.

Site Plan Pre- Application / Public Hearing Contact Information Form

City of Hattiesburg - Planning Department

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

Site Plan Pre-Application Date:

Click here

Planner: *hjr*

Today's Date: *12/30/11* (Click here for a date)

Project Name:

Digital Billboard Replacement

Proposed Use(s):

Digital Billboard

Project Street Address:

Hwy 49

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

18071

Parcel Number(s):

191007-15 19-402-1-3

Flood Zone(s):

X - non-flood

Historic District(s):

N/A

Zoning District(s):

B-5

Proposed Cost of the Project:

\$140,000

Project Representative Information

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

Architect ☐ Engineer ☐ Other (Specify):

Name:

David Easterling

Company Name:

Lamar Outdoor Advertising

Phone:

601-296-8024

Fax:

601-296-8025

Email:

deasterling@lamar.com

Mailing Address:

2055 Oak Grove Rd. Hattiesburg, MS 39402

(Property owner due to permanent easement)

Name:

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

Phone:

Fax:

Email:

Mailing Address:

Name:

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

Phone:

Fax:

Email:

Mailing Address:

Property to the NORTH: Current Zoning Classification B-5

Current use (Example: school, church, store): Business

☐ Residential ☒ Commercial ☐ Industrial ☐ Vacant

Property to the SOUTH: Current Zoning Classification B-5

Current use (Example: school, church, store): MDOT

☐ Residential ☐ Commercial ☒ Industrial ☐ Vacant

Property to the EAST: Current Zoning Classification B-5

Current use (Example: school, church, store):

☐ Residential ☐ Commercial ☐ Industrial ☒ Vacant

Property to the WEST: Current Zoning Classification B-5

Current use (Example: school, church, store): Business

☐ Residential ☒ Commercial ☐ Industrial ☐ Vacant

Staff Information – do not complete:

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

NORTH	<u>N/A</u>
SOUTH	<u>N/A</u>
EAST	
WEST	

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

Lot Frontage: ~~100'~~ 164' Linear Feet

Lot Depth: 50' 3" Linear Feet

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

Total Project Area: 8,200

Disturbed area:

Existing Structure or Unimproved? improved

Number of existing buildings? none - just billboard

Use of buildings:

☐ Apartments

☐ Church / School

☒ Commercial

☐ Industrial

☐ Residential

Physical Characteristics: grassed / treed lot

Land Use History: commercial

This property is located on the East side
(North/South/East/West)

of Hwy 49 and lies between
(Street Name)

East Drive
(Street Name)

and W. 7th Street
(Street Name)

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

If yes, please explain:

Billboard #2 – Location Lat./Long: N 31.74394, W 89.33029
 PPIN: 026040 Street Address: 19-1007-17
 Size: height 11' x width 23' Number of faces: 2 Type Illumination: Halogen

5. Area and Setback Regulations for a REPLACEMENT Digital Billboard:

Billboard-Replacement			
Area and Setback Regulations	Regional Business Corridors	Community Business Corridors	PROVIDE INFO SPECIFIC TO PROPOSED SIGN
1. Primary Structure	Does not apply.	Does not apply.	
2. Spacing between Digital Billboards	Minimum 1,000 linear feet measured radially	Minimum 2,500 linear feet measured radially	<u>N/A</u>
3. Spacing between Digital Billboards and Static Billboards	Minimum 1,000 linear feet measured radially	Minimum 1,250 linear feet measured radially	<u>over 1250</u>
4. Distance from residentially zoned districts	Does not apply.	Does not apply.	<u>—</u>
5. Face Area	Maximum 400 square feet	Maximum 230 square feet	<u>230</u>
6. Face Width	Maximum 40 feet	Maximum 23 feet	<u>23</u>
7. Face Height	Maximum 10 feet	Maximum 10 feet	<u>10</u>
8. Structure Height	Maximum 35 feet	See Section 95.10 (3.1) (3Dd)	<u>35 or under</u>
9. Clearance above ground	Minimum 10 feet	Minimum 10 feet	<u>10 or over</u>
10. Front Setback	Does not apply.	Does not apply.	<u>—</u>
11. Side Setback	Does not apply.	Does not apply.	<u>—</u>
12. Rear Setback	Does not apply.	Does not apply.	<u>—</u>
13. Static display time for each message	Minimum eight (8) seconds.	Minimum eight (8) seconds.	<u>8</u>
14. Off time for each message change	Maximum two (2) seconds	Maximum two (2) seconds	<u>instant</u>

I attest to compliance with each initialed box below:

7. ☒ DB Movement: The image will change instantaneously as seen by the human eye, and shall not use blinking, fading, rolling, shading, dissolving, or similar effects as part of the change.
8. ☒ DB Light levels: All digital billboards shall be equipped with light sensing devices or a scheduled dimming timer that will automatically dim the intensity of the light emitted by the sign

Use Permit upon Review for Digital Billboard, Replacement Information (3 pages)

1. Billboard Type: ☒ Replacement (see Digital Billboard, New form for new billboards)
2. Located in ☐ Regional Corridor or ☒ Commercial Corridor
3. Specific Corridor locations (check applicable):

REGIONAL:

- ☐ U.S. Highway 49: From Northern city limit southward to intersection with Old Highway 42;
- ☐ U.S. Highway 49: From intersection at Edwards Street and Elk's Lake Road south to southern city limit;
- ☐ Old Highway 42: From intersection at U.S. Highway 49 to Main Street;
- ☐ U.S. Highway 98: From Western city limit eastward to intersection with Interstate 59;
- ☐ U.S. Highway 98: From Eastern city limit westward to intersection with Interstate 59;
- ☐ Interstate 59

COMMERCIAL:

- ☒ U.S. Highway 49: From intersection at Old Highway 42 southward to intersection with Edwards Street.
- ☐ Old Highway 42: From intersection at Main Street eastward to city limit.
- ☐ Broadway Drive: From intersection at West Pine Street southwesterly to intersection with U.S. Highway 49.
- ☐ Hardy Street: From intersection at Interstate 59 eastward to intersection with U.S. Highway 49.
- ☐ Bouie Street: From intersection at Old Highway 42 south to intersection with East 4th Street.
- ☐ James Street (north): From the intersection at Edwards Street south to intersection with J. M. Tatum Industrial Drive.
- ☐ WSF Tatum Boulevard: From U.S. Highway 11 to U.S. Highway 49.
4. ☐ Attached is an inventory of all outdoor signs within the City limits of Hattiesburg. Inventory must include location with longitude/latitude, size, number of faces and type of illumination.

Replacement Billboard – Location Lat./Long: N 31.34387, W 89.33029

PPIN: 18071 Street Address: 12402-1-3

Size: height 14 x width 48 Number of faces: 1 Type Illumination: Halogen

☐ Conversion or ☐ Replacement of existing Static Billboards with a Digital

Detailed Information on the two (2) Billboards to be removed:

Billboard #1 – Location Lat./Long: N 31.32889, W 89.32841

PPIN: 026597 Street Address: 21-1013-56 (Parcel)

Size: height 6 x width 12 Number of faces: 4 Type Illumination: Non

during ambient low-light conditions and at night so that the sign does not exceed the maximum brightness levels allowed in this section.

9. ☒ Maximum brightness shall not exceed five thousand (5,000) nits when measured from the sign's face at its maximum brightness during daylight hours and shall not exceed five hundred (500) nits when measured from the sign's face at its maximum brightness at night.
10. ☒ If such sign is located within one hundred (100) feet of a property with residential zoning, the sign must be oriented such that no portion of the electronic sign face is visible from a residentially-zoned property or the brightness is reduced to no more than two hundred fifty (250) nits at night.
11. ☒ Malfunctions: Any malfunction shall be repaired or disconnected within 48 hours by the owner or operator of such billboard.
12. One of the following conditions must be met before a Use Permit upon Review can be recommended. Check the condition(s) most applicable to your request and explain in writing.
- ☐ A. The need to protect the stability, integrity, and character of Hattiesburg's residential neighborhoods.
- ☒ B. The need to preserve and encourage the stability of the Hattiesburg business community.
- ☐ C. The need to reinforce Hattiesburg's quality of life, preserve neighborhood identity, and boost community pride.
- ☐ D. The need to conserve and protect Hattiesburg's physical infrastructure.
- ☐ E. The public need for the proposed use, as opposed to the private interest of an individual.

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

We feel that digital billboards promote local business and stimulate local economy

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

Hwy 49 Hattiesburg MS
Street Address City State

on this the 4th day of January , 20 11 .

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

on this the 4th day of January , 20 11 .



Norman Beasley
Property Owner

Property Owner

STATE OF Mississippi
COUNTY OF Lamar

Personally came and appeared before me, the within named

Norman Beasley

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 4th day of January , 20 11 .

Jeannie L. Ouellette
NOTARY PUBLIC

My Commission Expires: March 3, 2014

PUBLIC HEARING

NOTICE is hereby given that a petition filed and represented by David Easterling, Lamar Outdoor Advertising, owners, with the Mayor and Council of the City of Hattiesburg, Mississippi, as allowed in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to allow a Use Permit Upon Review for a "Billboard, Digital Replacement" in a B-5 (Regional Business) District, for certain property located as follows:

Billboard to be replaced:

Highway 49 (Parcel 19-402-1-3, PPIN 18071, Ward 2) Lat./Long N31.34387, W89.33029, said property being more particularly described as follows, to-wit:

A part of the Southwest Quarter of the Northwest Quarter of Section 5, Township 4 North, Range 13 West, in the City of Hattiesburg, and more particularly described as follows, to wit:

Commence at the Northwest corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of above said Section, Township and Range, and run East along the North line of said forty, for 609.3 feet to the East right-of-way line of U.S. Highway 49 By-pass and to and for the point of Beginning; thence continue East along the North line of said forty for 50.3 feet, more or less to the Northwest corner of W $\frac{1}{2}$ of SW $\frac{1}{4}$ of NW $\frac{1}{4}$; thence run South and parallel to the West line of said forty for 175.2 feet to the East Right-of-Way line of the U.S. Highway 49 By-Pass, thence run Northwesterly along said Right-of-Way line for 180.8 feet to the Point of Beginning, comprising 0.10 acres, more or less, together with all improvements thereon and appurtenances thereunto belonging.

Billboards to be removed:

B-2 property on Highway 49 (Parcel 21-1013-56, PPIN 026597, Ward 4)
Lat./Long N31.32889, W89.32861; and

B-5 property on Highway 49 (Parcel 19-1007-17, PPIN 026040, Ward 1)
Lat./Long N31.34394, W89.33029

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

WITNESS my signature and the official seal of said City on this, the 10th day of January, A.D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie Myers /s/
CITY CLERK

(SEAL)

Publish (1) Friday, January 13, 2012
City of Hattiesburg
Return PROOF to City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898



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

February 8, 2012

David Easterling
Lamar Outdoor Advertising
2055 Oak Grove Road
Hattiesburg, MS 39402

RE: Use Permit Upon Review to allow a "Billboard, Digital Replacement" as follows:

Billboards to be replaced:

B-3 property at 2906 Hardy Street (Parcel 13-32-1-2, PPIN 13112, Ward 3) Lat./Long N31.32443, W89.33333;
B-5 property on Highway 49 (Parcel 19-402-1-3, PPIN 18071, Ward 2) Lat./Long N31.34387, W89.33029

Billboards to be removed:

B-3 property on Hardy Street (Parcel 22-324-7-4, PPIN 016508, Ward 4) Lat./Long N31.32471, W89.33083;
B-5 property on West Pine Street (Co. Parcel 2-038E-16-009.01, PPIN 037861, Ward 4) Lat./Long N31.30806, W89.31139;
B-2 property on Highway 49 (Parcel 21-1013-56, PPIN 026597, Ward 4) Lat./Long N31.32889, W89.32861; and
B-5 property on Highway 49 (Parcel 19-1007-17, PPIN 026040, Ward 1) Lat./Long N31.34394, W89.33029

Dear Mr. Easterling:

The Hattiesburg Planning Commission reviewed your request, outlined above, on February 1, 2012. Their recommendation was to **APPROVE** your request.

Any aggrieved party (proponent or opponent) has ten (10) days after the Planning Commission's recommendation to file an appeal with the Planning Administrator asking for a public hearing before the Hattiesburg City Council.

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

David Easterling
Lamar Outdoor Advertising
2055 Oak Grove Road
Hattiesburg, MS 39402

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Jeannie Danellette

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Jeannie Danellette

C. Date of Delivery

2-9-12

D. Is delivery address different from Item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Certified Mail

☐ Express Mail

☐ Registered

☒ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from service label)

7011 2000 0000 6953 6686

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

Request on Tuesday

al Service™

ED MAIL™ RECEIPT

all Only; No Insurance Coverage Provided)

Information visit our website at www.usps.com

OFFICIAL USE

Postage

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Postmark
Here

David Easterling
Lamar Outdoor Advertising
2055 Oak Grove Road
Hattiesburg, MS 39402

MINUTES
OF THE
REGULAR MEETING
OF THE

HATTIESBURG PLANNING COMMISSION

February 1, 2012

The Hattiesburg Planning Commission did meet in a regular session on February 1, 2012 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Richard Conville, Chairman, presiding.

Commissioners Present:

Judy Corts
Marjorie Chambers
Joseph White, Vice-Chairman
Richard Conville, Chairman
Linda McMurtrey
Don McCleskey
Jessie Wilson

Commissioners Absent:

Annie Pope
Robin Roberts

Also Present:

Pattie Brantley, AICP, Director of Urban Development
Bill Rodgers, Land Code Administrator
Lisa J. Reid, Planning Manager
Craig Dearman, Engineering Technician
Andy Parker, Arborist

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

Invocation:

Marjorie Chambers

AGENDA REVIEW

There came the matter of the Agenda for the February 1, 2012 meeting. The agenda was approved.

Motion made by:

Joe White

Motion seconded by:

Don McCleskey

Commissioners voting aye:

Judy Corts
Joseph White
Linda McMurtrey
Don McCleskey
Marjorie Chambers
Jessie Wilson

Commissioners voting nay:

None

Commissioners abstaining:

None

MINUTES REVIEW

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

There came the **matter of Item B**, the petition filed and represented by David Easterling, Lamar Outdoor Advertising on behalf of Joseph Brown, owner, to allow a Use Permit Upon Review for a “Billboard, Digital Replacement” in a B-3 (Community Business) District, for certain property located as follows:

Billboard to be replaced:
2906 Hardy Street (Parcel 13-32-1-2, PPIN 132112, Ward 3) Lat./Long N31.32443, W89.33333

Billboards to be removed:
B-3 property on Hardy Street (Parcel 22-324-7-4, PPIN 016508, Ward 4) Lat./Long N31.32471, W89.33083; and

B-5 property on West Pine Street (Co. Parcel 2-038E-16-009.01, PPIN 037861, Ward 4) Lat./Long N31.30806, W89.31139

	Name	Address	City/State
<u>Presented by:</u>	David Easterling	80 Nicolaus Dr.	Hattiesburg, MS 39402
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Chairman Conville declared the Public Hearing closed at 1:45 p.m. and the Business Meeting open to vote on the request.

Motion made by: Joe White

Motion seconded by: Don McCleskey

Commissioners voting aye:
Judy Corts
Joseph White
Linda McMurtrey
Don McCleskey
Marjorie Chambers
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

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

1. The need to protect the stability, integrity, and character of Hattiesburg’s residential neighborhoods.
2. The need to preserve and encourage the stability of the Hattiesburg business community.
3. The need to reinforce Hattiesburg’s quality of life, preserve neighborhood identity, and boost community pride.
4. The need to conserve and protect Hattiesburg’s physical infrastructure.
5. The public need for the proposed use, as opposed to the private interest of an individual.

There came the **matter of Item C**, the petition filed by David Easterling, Lamar Outdoor Advertising, owners, to allow a Use Permit Upon Review for a “Billboard, Digital Replacement” in a B-5 (Regional Business) District, for certain property located as follows:

Billboard to be replaced:
Highway 49 (Parcel 19-402-1-3, PPIN 18071, Ward 2) lat./Long N31.34387, W89.33029

Billboard to be removed:

B-2 property on Highway 49 (Parcel 21-1013-56, PPIN 026597, Ward 4) Lat./Long N31.32889, W89.32861; and

B-5 property on Highway 49 (Parcel 19-1007-17, PPIN 026040, Ward 1) Lat./Long N31.34394, W89.33029

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	David Easterling	80 Nicolaus Dr.	Hattiesburg, MS 39402

Proponents: None

Opponents: None

Chairman Conville declared the Public Hearing closed at 1:55 p.m. and the Business Meeting open to vote on the request.

Motion made by: Joe White

Motion seconded by: Don McCleskey

Commissioners voting aye:
Judy Corts
Joseph White
Linda McMurtrey
Don McCleskey
Marjorie Chambers
Jessie Wilson
None

Commissioners voting nay: None

Commissioners abstaining: None

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

1. The need to preserve and encourage the stability of the Hattiesburg business community.
2. The need to reinforce Hattiesburg’s quality of life, preserve neighborhood identity, and boost community pride.
3. The need to conserve and protect Hattiesburg’s physical infrastructure.
4. The public need for the proposed use, as opposed to the private interest of an individual.

There came the matter of Item D, the petition filed and represented by Cellular South and represented by Belinda Bodie on behalf of Johnny Farris, owner, to allow a Use Permit Upon Review for “Telecommunications Tower” in a B-5 (Regional Business) District, for a certain property located at Roosevelt (Washington/2009 Lincoln Rd) (Parcel 24-756-3-1, PPIN 23315 and Parcel 24-1032-56, PPIN 27050, Ward 4).

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Belinda Bodie	1811 Auburn Ave	Monroe, LA 71201

Proponents: None

Opponents: None

Chairman Conville declared the Public Hearing closed at 2:05 p.m. and the Business Meeting open to vote on the request.

Motion made by: Don McCleskey

Motion seconded by: Joseph White



City of Hattiesburg, MS

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

Master

File Number: 2012-0533

File ID: 2012-0533

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 02/14/2012

Brief Title: 2906 Hardy Street "Billboard, Digital Replacement" -
Use Permit Upon Review

Final Action: 02/21/2012

Minute Book Number: MB 2012-1/49

Title:

Approve or Deny the petition filed and represented by David Easterling, Lamar Outdoor Advertising on behalf of Joseph Brown, owner, to allow a Use Permit Upon Review for a "Billboard, Digital Replacement" in a B-3 (Community Business) District, for certain property located as follows: Billboard to be replaced: 2906 Hardy Street (Parcel 13-32-1-2, PPIN 13112, Ward 3) Lat./Long N31.32443, W89.33333; Billboards to be removed: B-3 property on Hardy Street (Parcel 22-324-7-4 <tel:22-324-7-4>, PPIN 016508, Ward 4) Lat./Long N31.32471, W89.33083; and B-5 property on West Pine Street (Co. Parcel 2-038E-16-009.01, PPIN 037861, Ward 4) Lat./Long N31.30806, W89.31139; Hattiesburg Planning Commission recommended to APPROVE on February 1, 2012.

Notes:

Sponsors:

Enactment Date:

Attachments: item b packet, hpc action letter item b-c, mins b

Enactment Number:

Contact:

Meeting Date: 02/21/2012

Drafter: Lisa Reid

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/21/2012	Approve				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Approve the petition filed and represented by David Easterling, Lamar Outdoor Advertising on behalf of Joseph Brown, owner, to allow a Use Permit Upon Review for a "Billboard, Digital Replacement" in a B-3 (Community Business) District, for certain property located as follows: Billboard to be replaced: 2906 Hardy Street (Parcel 13-32-1-2, PPIN 13112, Ward 3) Lat./Long N31.32443, W89.33333; Billboards to be removed: B-3 property on Hardy Street (Parcel 22-324-7-4, PPIN 016508, Ward 4) Lat./Long N31.32471, W89.33083; and B-5 property on West Pine Street (Co. Parcel 2-038E-16-009.01, PPIN 037861, Ward 4) Lat./Long N31.30806, W89.31139; Hattiesburg Planning Commission recommended to APPROVE on February 1, 2012.

Ms. Reid provided an overview.

Council member Carroll stated that this billboard will be in Midtown and will be an improvement and more modern.

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 2012-0533

Title

Approve or Deny the petition filed and represented by David Easterling, Lamar Outdoor Advertising on behalf of Joseph Brown, owner, to allow a Use Permit Upon Review for a "Billboard, Digital Replacement" in a B-3 (Community Business) District, for certain property located as follows: Billboard to be replaced: 2906 Hardy Street (Parcel 13-32-1-2, PPIN 13112, Ward 3) Lat./Long N31.32443, W89.33333; Billboards to be removed: B-3 property on Hardy Street (Parcel 22-324-7-4 <tel:22-324-7-4>, PPIN 016508, Ward 4) Lat./Long N31.32471, W89.33083; and B-5 property on West Pine Street (Co. Parcel 2-038E-16-009.01, PPIN 037861, Ward 4) Lat./Long N31.30806, W89.31139; Hattiesburg Planning Commission recommended to APPROVE on February 1, 2012.

Summary

2906 Hardy Street "Billboard, Digital Replacement" - Use Permit Upon Review

Budget Information

Expenditure Type

Purchasing Item

Publication Information

PLANNING COMMISSION

February 1, 2012

ITEM B**PROPERTY ADDRESS:**

Billboard to be replaced:

2906 Hardy Street (Parcel 13-32-1-2, PPIN 13112, Ward 3) Lat./Long N31.32443, W89.33333

Billboards to be removed:

B-3 property on Hardy Street (Parcel 22-324-7-4, PPIN 016508, Ward 4) Lat./Long N31.32471, W89.33083; and

B-5 property on West Pine Street (Co. Parcel 2-038E-16-009.01, PPIN 037861, Ward 4) Lat./Long N31.30806, W89.31139

PETITIONER:

David Easterling, Lamar Outdoor Advertising on behalf of Joseph Brown, owner

REQUEST: Use Permit Upon Review for a "Billboard, Digital Replacement"**PREVIOUS PLANNING COMMISSION OR BOA****ACTION ON SURROUNDING PROPERTY:** None**SPECIAL DISTRICTS:**

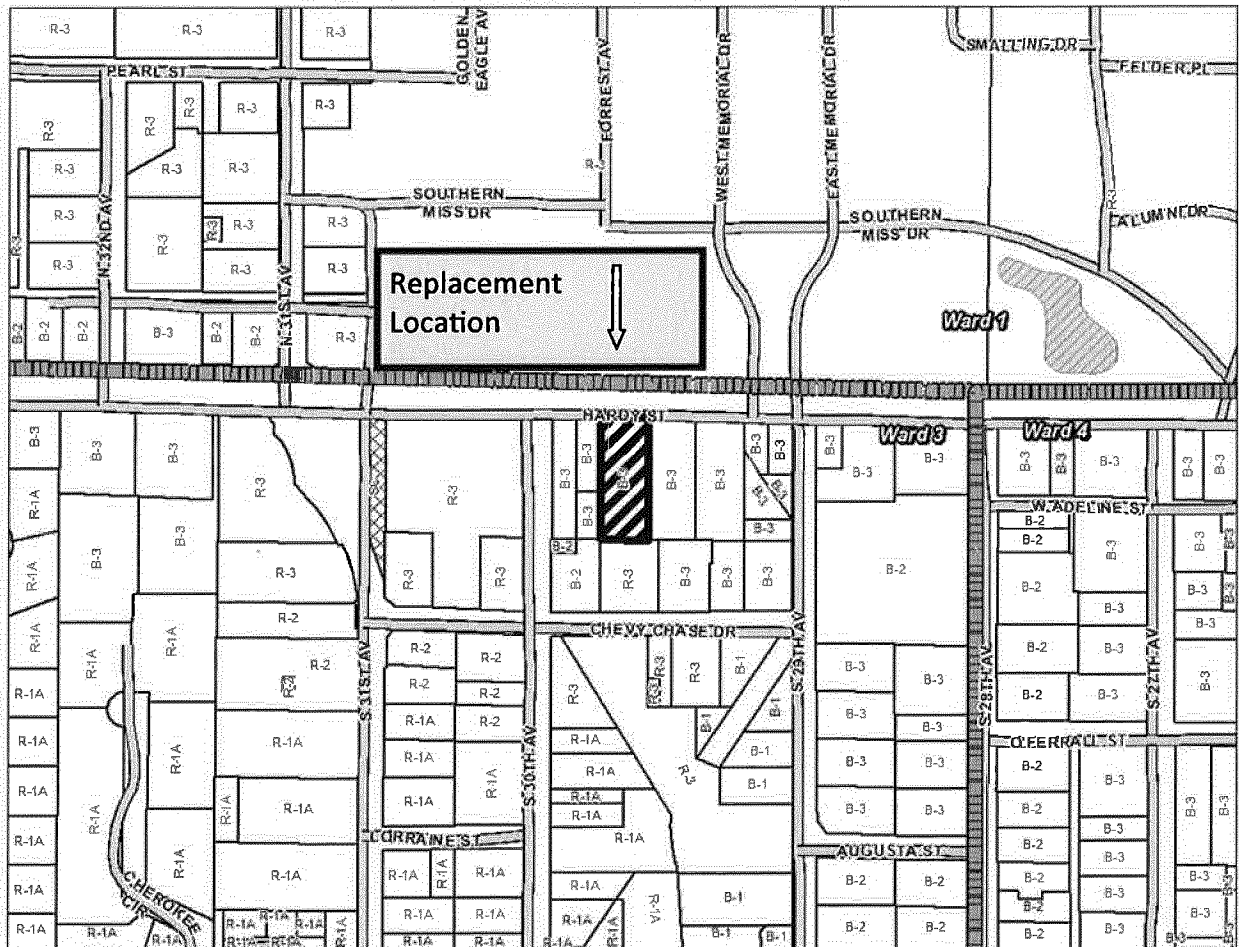
Flood District: X (Non Special Flood Hazard Area)

Historic District: N/A

Other: N/A

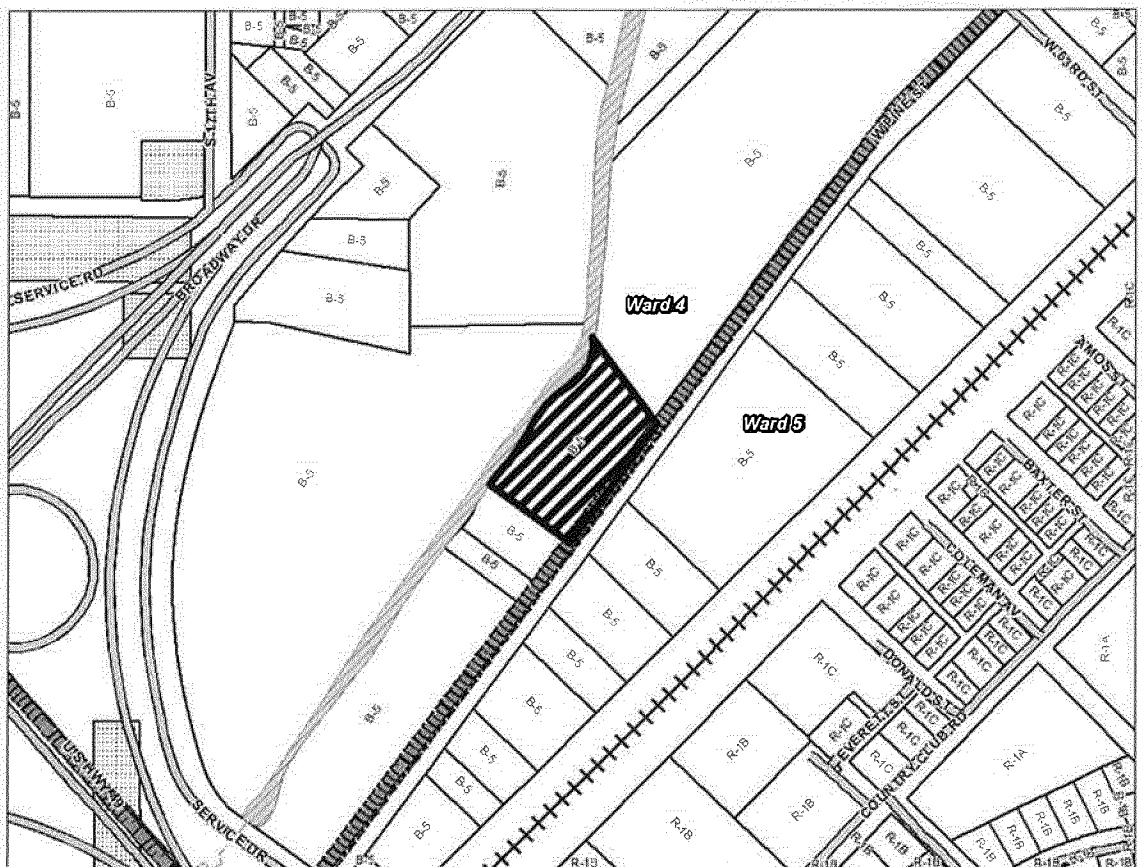
SITE PLAN REVIEW COMMITTEE ACTION:

Project No. 1-12-269 was reviewed on 1/6/12. No issues from SPRC, except need for Use Permit.

PENDING HISTORIC CONSERVATION COMMISSION ACTION: N/A

ITEM B

B-5 property on
West Pine Street
(Co. Parcel 2-
038E-16-009.01,
PPIN 037861,
Ward 4)
Lat./Long
N31.30806,
W89.31139



PLANNING COMMISSION February 1, 2012 ITEM B

PROPERTY ADDRESS:

2906 Hardy Street

ZONING:

B-3 (Community Business) District

PHYSICAL SITE CHARACTERISTICS:

This lot is improved with an area of approximately 1/2 acre; however the actual disturbed area is approximately 48 inches in diameter for the billboard pole only.

REQUESTED ACTION:

⇒ Use Permit Upon Review for a "Billboard, Digital Replacement"

STREETS AND TRAFFIC:

The subject property is located on the south side of Hardy Street between South 29th Avenue and South 30th Avenue.

APPLICABLE LAND DEVELOPMENT CODE REGULATIONS:

-Ordinance Number 3079, adopted November 22, 2011 (is not yet codified into the LDC)

PUBLIC UTILITIES:

Water: City
Sewer: City
Electricity: Mississippi Power

ADJACENT ZONING AND LAND USES:

NORTH: B-3 (Community Business) District; and is USM

SOUTH: B-2 (Neighborhood Business) District; used for several commercial businesses

SOUTH: B-3 (Community Business) District; used for several commercial businesses

WEST: B-3 (Community Business) District; used for several commercial businesses

PARKING AND ACCESS:

Access to the billboard will be from the Campus Book Mart located on this parcel.

CHARACTER OF THE NEIGHBORHOOD:

This lot is located along the south side of Hardy Street. The surrounding property is zoned neighborhood and community business.

FUTURE LAND USE MAP DESIGNATION:

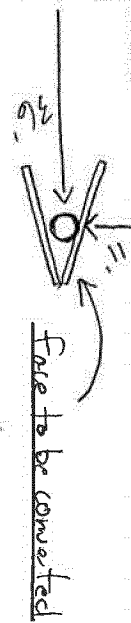
The Future Land Use Map depicts this area as Community Business Corridor and this district is primarily a non-residential district located along the city's major roadways. In this district, certain residential and non-residential land uses may be found that exhibit suburban development patterns.

(USE PERMIT) FINDINGS REQUIRED:

- A. The need to protect the stability, integrity, and character of Hattiesburg's residential neighborhoods.
- B. The need to preserve and encourage the stability of the Hattiesburg business community.
- C. The need to reinforce Hattiesburg's quality of life, preserve neighborhood identity, and boost community pride.
- D. The need to conserve and protect Hattiesburg's physical infrastructure.
- E. The public need for the proposed use, as opposed to the private interest of an individual.

Hardy Street

101



250'

105'

101.75'

N

$\frac{1}{8}$ of an inch equals 3 ft
 $\frac{1''}{1''} = 24'$

Lamar Advertising - Campus Book Mart Conversion



















PUBLIC HEARING APPLICATION
P O BOX 1898 (200 Forrest Street/39401)
HATTIESBURG, MS 39403-1898
 Department of Urban Development
 (601) 545-4591 or 545-4599 or FAX (601) 545-1962

SITB-1-12-269

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

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

FOR VARIANCE ONLY:

Check all appropriate variance types:

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

FILED**JAN 18 2012**
 EDDIE B. MYERS, CITY CLERK
 By _____ Deputy Clerk

Land Development Code Article No. _____

Section _____

Article No. _____

Section _____

Article No. _____

Section _____

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

Check Applicable Type:

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

Land Development Code Article No. _____

Section _____

 Staff
 Information
FOR RE-ZONING ONLY:

Existing Zoning: _____

Proposed Zoning: _____

Site Plan Pre- Application / Public Hearing Contact Information Form

City of Hattiesburg - Planning Department

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

Site Plan Pre-Application Date:

Click to

Planner: hjr

Today's Date: 12/30/11 Enter a date.

Project Name: Digital Billboard Replacement

Proposed Use(s): Digital Billboard

Project Street Address: Hardy St

PPIN Number(s) (If unknown, can be found on tax receipt): 13112

Parcel Number(s): ~~13112~~ 13-32-1-2

Flood Zone(s): X - non-flood.

Historic District(s): N/A

Zoning District(s): B-3

Proposed Cost of the Project: \$ 140,000⁰⁰

Project Representative Information

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

Architect ☐ Engineer ☐ Other (Specify): Real-Estate Manager with Lamar Outdoor

Name: David Easterlin

Company Name: Lamar Outdoor Advertising

Phone: 601-296-8024

Fax: 601-296-8025

Email: deasterlin@lamar.com

Mailing Address: 2055 Oak Grove Rd. Hattiesburg, MS 39402

Name:

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

Joseph Brown

Phone:

Fax:

Email:

Mailing Address:

Name:

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

Phone:

Fax:

Email:

Mailing Address:

Provide project narrative fully explaining the proposed project. Provide information like purpose, where, when, how long, what material, process etc.

We would like to replace a static billboard face with a digital billboard at smaller width & height using the same structure that exists now. The location is on Hardy St. between Campus Bookmart and IHOP Restaurant.

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

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

Property to the NORTH: Current Zoning Classification R-3

Current use (Example: school, church, store): University

☒ Residential ☐ Commercial ☐ Industrial ☐ Vacant

Property to the SOUTH: Current Zoning Classification B-2

Current use (Example: school, church, store): Business

☐ Residential ☒ Commercial ☐ Industrial ☐ Vacant

Property to the EAST: Current Zoning Classification B-3

Current use (Example: school, church, store): Business

☐ Residential ☒ Commercial ☐ Industrial ☐ Vacant

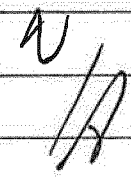
Property to the WEST: Current Zoning Classification Business

Current use (Example: school, church, store): B-3

☐ Residential ☒ Commercial ☐ Industrial ☐ Vacant

Staff Information – do not complete:

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

NORTH	
SOUTH	
EAST	
WEST	

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

Lot Frontage: 101.75 Linear Feet

Lot Depth: 250 Linear Feet

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

Total Project Area: 25,437.5 Acres Disturbed area: 48" in diameter

Existing Structure or Unimproved? Campus Bookmart + Billboard

Number of existing buildings? 1

Use of buildings: ☐ Apartments ☐ Church / School ☒ Commercial
☐ Industrial ☐ Residential

Physical Characteristics:

Land Use History: Commercial

This property is located on the South side
(North/South/East/West)

of Hardy Street and lies between
(Street Name)

S 29th Ave
(Street Name)

and

S 30th Ave
(Street Name)

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

If yes, please explain:

Hardy

Use Permit upon Review for Digital Billboard, Replacement Information (3 pages)

1. Billboard Type: ☒ Replacement (see Digital Billboard, New form for new billboards)
2. Located in ☐ Regional Corridor or ☒ Commercial Corridor
3. Specific Corridor locations (check applicable):

REGIONAL:

- ☐ U.S. Highway 49: From Northern city limit southward to intersection with Old Highway 42;
- ☐ U.S. Highway 49: From intersection at Edwards Street and Elk's Lake Road south to southern city limit;
- ☐ Old Highway 42: From intersection at U.S. Highway 49 to Main Street;
- ☐ U.S. Highway 98: From Western city limit eastward to intersection with Interstate 59;
- ☐ U.S. Highway 98: From Eastern city limit westward to intersection with Interstate 59;
- ☐ Interstate 59

COMMERCIAL:

- ☐ U.S. Highway 49: From intersection at Old Highway 42 southward to intersection with Edwards Street.
- ☐ Old Highway 42: From intersection at Main Street eastward to city limit.
- ☐ Broadway Drive: From intersection at West Pine Street southwesterly to intersection with U.S. Highway 49.
- ☒ Hardy Street: From intersection at Interstate 59 eastward to intersection with U.S. Highway 49.
- ☐ Bouie Street: From intersection at Old Highway 42 south to intersection with East 4th Street.
- ☐ James Street (north): From the intersection at Edwards Street south to intersection with J. M. Tatum Industrial Drive.
- ☐ WSF Tatum Boulevard: From U.S. Highway 11 to U.S. Highway 49.

4. ☐ Attached is an inventory of all outdoor signs within the City limits of Hattiesburg. Inventory must include location with longitude/latitude, size, number of faces and type of illumination.

Replacement Billboard – Location Lat./Long: N 31.32443, W 89.33733

PPIN: 13112 Street Address: 2906 Hardy St

Size: height 10' 11" x width 36' Number of faces: 2 Type Illumination: Static

☐ Conversion or ☒ Replacement of existing Static Billboards with a Digital

Detailed Information on the two (2) Billboards to be removed:

Billboard #1 – Location Lat./Long: N. 31.32471, W 89.33083

PPIN: 016508 Street Address: Parcel 22-324-7-4

Size: height 10' x width 36' Number of faces: 2 Type Illumination: Static

Billboard #2 – Location Lat./Long: N 31.30806, W 89.31139
 PPIN: 037861 Street Address: County parcel 2-038E-16-009.01
 Size: height 11' x width 23' Number of faces: 2 Type Illumination: Non

5. Area and Setback Regulations for a REPLACEMENT Digital Billboard:

Billboard-Replacement			
Area and Setback Regulations	Regional Business Corridors	Community Business Corridors	PROVIDE INFO SPECIFIC TO PROPOSED SIGN
1. Primary Structure	Does not apply.	Does not apply.	—
2. Spacing between Digital Billboards	Minimum 1,000 linear feet measured radially	Minimum 2,500 linear feet measured radially	no other digital
3. Spacing between Digital Billboards and Static Billboards	Minimum 1,000 linear feet measured radially	Minimum 1,250 linear feet measured radially	removing only billboard within 1250 ft
4. Distance from residentially zoned districts	Does not apply.	Does not apply.	—
5. Face Area	Maximum 400 square feet	Maximum 230 square feet	230'
6. Face Width	Maximum 40 feet	Maximum 23 feet	23'
7. Face Height	Maximum 10 feet	Maximum 10 feet	10'
8. Structure Height	Maximum 35 feet	See Section 95.10 (3.1) (3Dd)	undetermined but under 35'
9. Clearance above ground	Minimum 10 feet	Minimum 10 feet	undetermined but over 10'
10. Front Setback	Does not apply.	Does not apply.	—
11. Side Setback	Does not apply.	Does not apply.	—
12. Rear Setback	Does not apply.	Does not apply.	—
13. Static display time for each message	Minimum eight (8) seconds.	Minimum eight (8) seconds.	8
14. Off time for each message change	Maximum two (2) seconds	Maximum two (2) seconds	instant

I attest to compliance with each initialed box below:

7. ☒ Movement: The image will change instantaneously as seen by the human eye, and shall not use blinking, fading, rolling, shading, dissolving, or similar effects as part of the change.
8. ☒ Light levels: All digital billboards shall be equipped with light sensing devices or a scheduled dimming timer that will automatically dim the intensity of the light emitted by the sign

during ambient low-light conditions and at night so that the sign does not exceed the maximum brightness levels allowed in this section.

9. ☒ *DE* Maximum brightness shall not exceed five thousand (5,000) nits when measured from the sign's face at its maximum brightness during daylight hours and shall not exceed five hundred (500) nits when measured from the sign's face at its maximum brightness at night.
10. ☒ *DE* If such sign is located within one hundred (100) feet of a property with residential zoning, the sign must be oriented such that no portion of the electronic sign face is visible from a residentially-zoned property or the brightness is reduced to no more than two hundred fifty (250) nits at night.
11. ☒ *DE* Malfunctions: Any malfunction shall be repaired or disconnected within 48 hours by the owner or operator of such billboard.
12. One of the following conditions must be met before a Use Permit upon Review can be recommended. Check the condition(s) most applicable to your request and explain in writing.
- ☐ A. The need to protect the stability, integrity, and character of Hattiesburg's residential neighborhoods.
- ☒ B. The need to preserve and encourage the stability of the Hattiesburg business community.
- ☐ C. The need to reinforce Hattiesburg's quality of life, preserve neighborhood identity, and boost community pride.
- ☐ D. The need to conserve and protect Hattiesburg's physical infrastructure.
- ☐ E. The public need for the proposed use, as opposed to the private interest of an individual.

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

We feel that digital billboards help promote local businesses and therefore promote local economy.

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

W:\Planning\Planning Applications\2012 Section 2 - Application Cover, Signature Pages, and Petitioner Info.docx

PUBLIC HEARING

NOTICE is hereby given that a petition filed and represented by David Easterling, Lamar Outdoor Advertising on behalf of Joseph Brown, owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as allowed in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to allow a Use Permit Upon Review for a "Billboard, Digital Replacement" in a B-3 (Community Business) District, for certain property located as follows:

Billboard to be replaced:

2906 Hardy Street (Parcel 13-32-1-2, PPIN 13112, Ward 3) Lat./Long N31.32443, W89.33333, said property being more particularly described as follows, to-wit:

Lot 4 of Block 1 of the J.C. Ballard Subdivision, City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

Billboards to be removed:

B-3 property on Hardy Street (Parcel 22-324-7-4, PPIN 016508, Ward 4) Lat./Long N31.32471, W89.33083; and

B-5 property on West Pine Street (Co. Parcel 2-038E-16-009.01, PPIN 037861, Ward 4) Lat./Long N31.30806, W89.31139

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

WITNESS my signature and the official seal of said City on this, the 10th day of January, A.D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie Myers /s/
CITY CLERK

(SEAL)

Publish (1) Friday, January 13, 2012
City of Hattiesburg
Return PROOF to City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898



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

February 8, 2012

David Easterling
Lamar Outdoor Advertising
2055 Oak Grove Road
Hattiesburg, MS 39402

RE: Use Permit Upon Review to allow a "Billboard, Digital Replacement" as follows:

Billboards to be replaced:

B-3 property at 2906 Hardy Street (Parcel 13-32-1-2, PPIN 13112, Ward 3) Lat./Long N31.32443, W89.33333;
B-5 property on Highway 49 (Parcel 19-402-1-3, PPIN 18071, Ward 2) Lat./Long N31.34387, W89.33029

Billboards to be removed:

B-3 property on Hardy Street (Parcel 22-324-7-4, PPIN 016508, Ward 4) Lat./Long N31.32471, W89.33083;
B-5 property on West Pine Street (Co. Parcel 2-038E-16-009.01, PPIN 037861, Ward 4) Lat./Long N31.30806, W89.31139;
B-2 property on Highway 49 (Parcel 21-1013-56, PPIN 026597, Ward 4) Lat./Long N31.32889, W89.32861; and
B-5 property on Highway 49 (Parcel 19-1007-17, PPIN 026040, Ward 1) Lat./Long N31.34394, W89.33029

Dear Mr. Easterling:

The Hattiesburg Planning Commission reviewed your request, outlined above, on February 1, 2012. Their recommendation was to **APPROVE** your request.

Any aggrieved party (proponent or opponent) has ten (10) days after the Planning Commission's recommendation to file an appeal with the Planning Administrator asking for a public hearing before the Hattiesburg City Council.

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

David Easterling
Lamar Outdoor Advertising
2055 Oak Grove Road
Hattiesburg, MS 39402

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Jeannie Danellette

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Jeannie Danellette

C. Date of Delivery

2-9-12

D. Is delivery address different from Item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Certified Mail

☐ Express Mail

☐ Registered

☒ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from service label)

7011 2000 0000 6953 6686

Request on Tuesday

al Service™

ED MAIL™ RECEIPT

all Only; No Insurance Coverage Provided)

Information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Postage Fee	
Postage Fee (required)	
Postage Fee (required)	

Postmark Here

David Easterling
Lamar Outdoor Advertising
2055 Oak Grove Road
Hattiesburg, MS 39402

MINUTES
OF THE
REGULAR MEETING
OF THE

HATTIESBURG PLANNING COMMISSION

February 1, 2012

The Hattiesburg Planning Commission did meet in a regular session on February 1, 2012 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Richard Conville, Chairman, presiding.

Commissioners Present:

Judy Corts
Marjorie Chambers
Joseph White, Vice-Chairman
Richard Conville, Chairman
Linda McMurtrey
Don McCleskey
Jessie Wilson

Commissioners Absent:

Annie Pope
Robin Roberts

Also Present:

Pattie Brantley, AICP, Director of Urban Development
Bill Rodgers, Land Code Administrator
Lisa J. Reid, Planning Manager
Craig Dearman, Engineering Technician
Andy Parker, Arborist

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

Invocation:

Marjorie Chambers

AGENDA REVIEW

There came the matter of the Agenda for the February 1, 2012 meeting. The agenda was approved.

Motion made by:

Joe White

Motion seconded by:

Don McCleskey

Commissioners voting aye:

Judy Corts
Joseph White
Linda McMurtrey
Don McCleskey
Marjorie Chambers
Jessie Wilson

Commissioners voting nay:

None

Commissioners abstaining:

None

MINUTES REVIEW

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

There came the matter of Item B, the petition filed and represented by David Easterling, Lamar Outdoor Advertising on behalf of Joseph Brown, owner, to allow a Use Permit Upon Review for a “Billboard, Digital Replacement” in a B-3 (Community Business) District, for certain property located as follows:

Billboard to be replaced:
2906 Hardy Street (Parcel 13-32-1-2, PPIN 132112, Ward 3) Lat./Long N31.32443, W89.33333

Billboards to be removed:
B-3 property on Hardy Street (Parcel 22-324-7-4, PPIN 016508, Ward 4) Lat./Long N31.32471, W89.33083; and

B-5 property on West Pine Street (Co. Parcel 2-038E-16-009.01, PPIN 037861, Ward 4) Lat./Long N31.30806, W89.31139

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	David Easterling	80 Nicolaus Dr.	Hattiesburg, MS 39402
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Chairman Conville declared the Public Hearing closed at 1:45 p.m. and the Business Meeting open to vote on the request.

Motion made by: Joe White

Motion seconded by: Don McCleskey

Commissioners voting aye:
Judy Cortis
Joseph White
Linda McMurtrey
Don McCleskey
Marjorie Chambers
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

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

1. The need to protect the stability, integrity, and character of Hattiesburg’s residential neighborhoods.
2. The need to preserve and encourage the stability of the Hattiesburg business community.
3. The need to reinforce Hattiesburg’s quality of life, preserve neighborhood identity, and boost community pride.
4. The need to conserve and protect Hattiesburg’s physical infrastructure.
5. The public need for the proposed use, as opposed to the private interest of an individual.

There came the matter of Item C, the petition filed by David Easterling, Lamar Outdoor Advertising, owners, to allow a Use Permit Upon Review for a “Billboard, Digital Replacement” in a B-5 (Regional Business) District, for certain property located as follows:

Billboard to be replaced:
Highway 49 (Parcel 19-402-1-3, PPIN 18071, Ward 2) lat./Long N31.34387, W89.33029



City of Hattiesburg, MS

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

Master

File Number: 2012-0532

File ID: 2012-0532

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 02/14/2012

Brief Title: 1058 West Pine Street - Variance

Final Action: 02/21/2012

Minute Book Number:

Title:

Approve or Deny the petition filed by Danny Dossett, Dossett Cadillac GMC, owners and represented by Jason Landry, Landry and Lewis Architects, P.A., to vary from Article 4, Section 62.04 (1), which states that the front setback shall be a minimum of thirty (30) feet, and instead allow a front setback of ten feet two inches (10'2"), for a variance of nineteen feet ten inches (19'10"), for certain property located at 1058 West Pine Street (Parcel [30-628-42-4](#) <tel:30-628-42-4>, PPIN 021717, Ward 5) B-5 (Regional Business) District; Hattiesburg Planning Commission recommended to APPROVE, as amended, on February 1, 2012.

Notes:

Sponsors:

Enactment Date:

Attachments: item a packet, hpc action letter item a, mins a

Enactment Number:

Contact:

Meeting Date: 02/21/2012

Drafter: Lisa Reid

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/21/2012	Approve				Pass

Action Text: A MOTION was made by Vice President Ware and seconded by Council Member Carroll to Approve or Deny the petition filed by Danny Dossett, Dossett Cadillac GMC, owners and represented by Jason Landry, Landry and Lewis Architects, P.A., to vary from Article 4, Section 62.04 (1), which states that the front setback shall be a minimum of thirty (30) feet, and instead allow a front setback of ten feet two inches (10'2"), for a variance of nineteen feet ten inches (19'10"), for certain property located at 1058 West Pine Street (Parcel 30-628-42-4, PPIN 021717, Ward 5) B-5 (Regional Business) District; Hattiesburg Planning Commission recommended to APPROVE, as amended, on February 1, 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 2012-0532

Title

Approve or Deny the petition filed by Danny Dossett, Dossett Cadillac GMC, owners and represented by Jason Landry, Landry and Lewis Architects, P.A., to vary from Article 4, Section 62.04 (1), which states that the front setback shall be a minimum of thirty (30) feet, and instead allow a front setback of ten feet two inches (10'2"), for a variance of nineteen feet ten inches (19'10"), for certain property located at 1058 West Pine Street (Parcel 30-628-42-4 <tel:30-628-42-4>, PPIN 021717, Ward 5) B-5 (Regional Business) District; Hattiesburg Planning Commission recommended to APPROVE, as amended, on February 1, 2012.

Summary

1058 West Pine Street - Variance

Budget Information

Expenditure Type

Purchasing Item

Publication Information

PLANNING COMMISSION**February 1, 2012****ITEM A****PROPERTY ADDRESS:**

1058 West Pine Street

Parcel 30-628-42-4

PPIN 021717

Ward 5

PETITIONER:

Danny Dossett

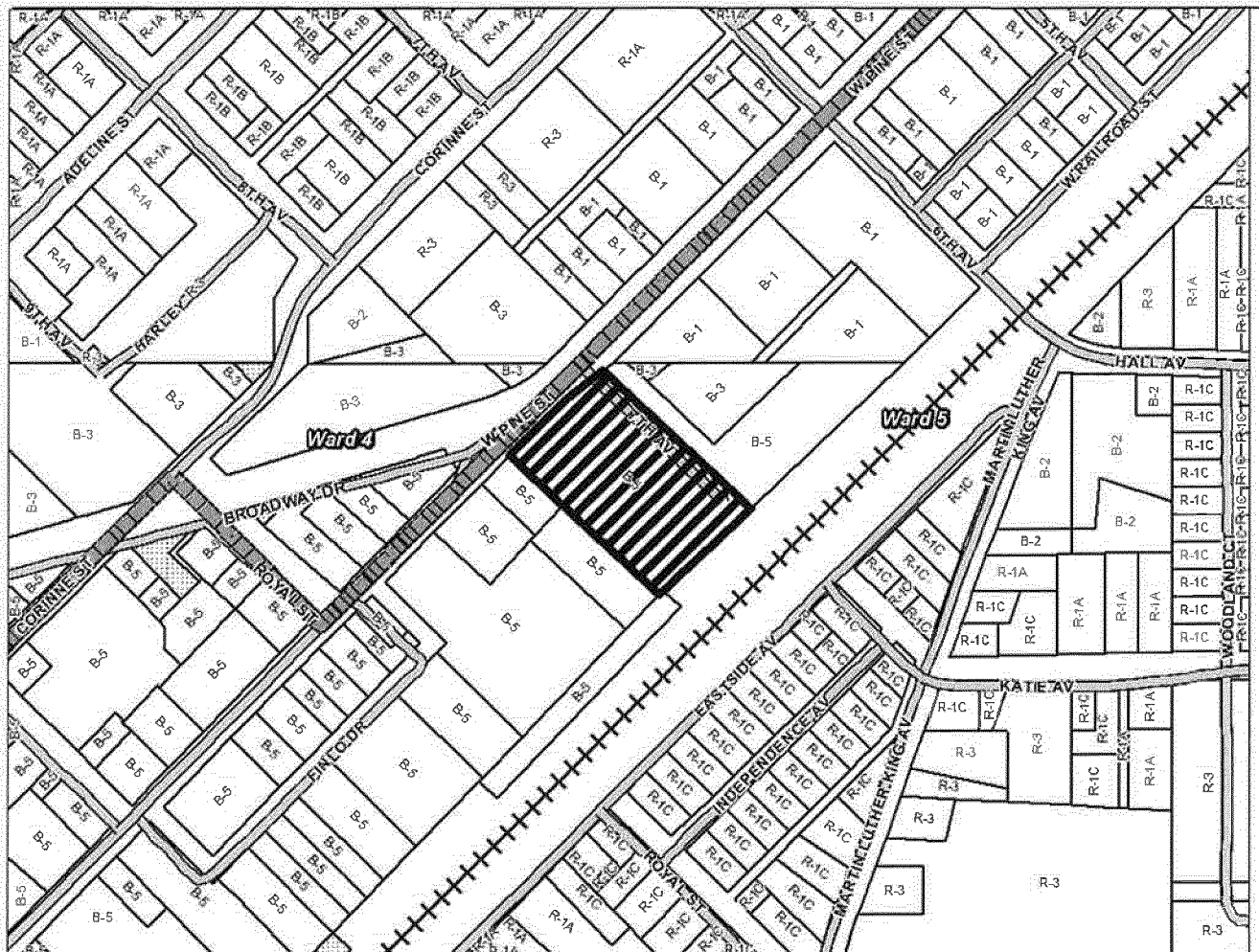
Dossett Cadillac GMC, owners

Represented by Jason Landry, Landry and
Lewis Architects, P.A.**SPECIAL DISTRICTS:**

Flood District: X (Non Special Flood Hazard Area)

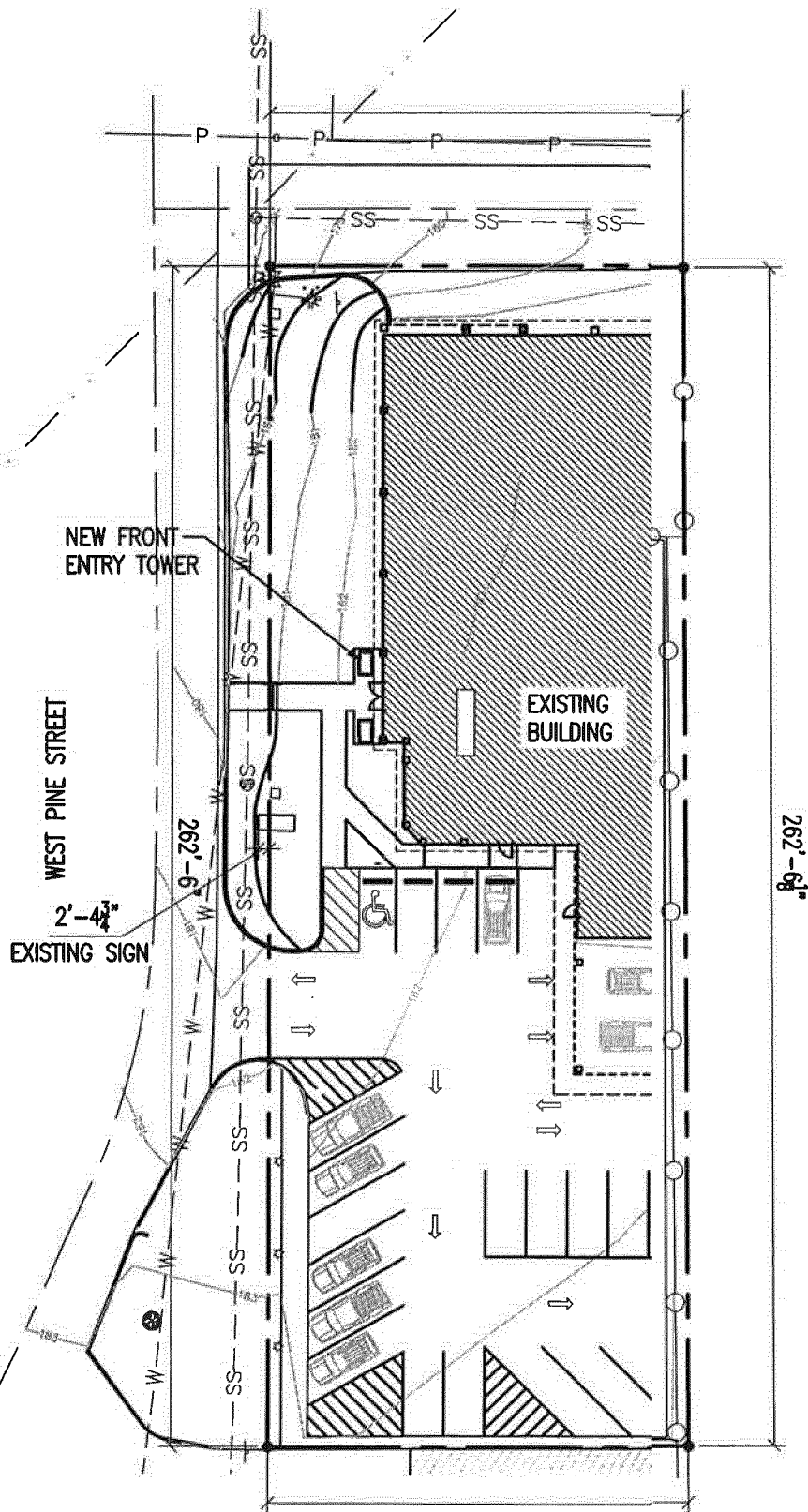
Historic District: N/A (abuts the Oaks District)

Other: N/A

SITE PLAN REVIEW COMMITTEE ACTION:Project No. 11-11-256 was reviewed on 11/18/11
for parking lot striping and sidewalks only;
however, the building was reviewed as a concept
pending setback variance approval.**REQUEST: FRONT SETBACK VARIANCE****PREVIOUS PLANNING COMMISSION OR BOA
ACTION ON SURROUNDING PROPERTY:****PENDING HISTORIC CONSERVATION COMMISSION
ACTION: N/A**

PLANNING COMMISSION**February 1, 2012 ITEM A**

PROPERTY ADDRESS: 1058 West Pine Street ZONING: B-5 (Regional Business) District	PHYSICAL SITE CHARACTERISTICS: This lot is improved with an area of approximately 2.6 acres (113,695 sq. ft.).
REQUESTED ACTION: ⇒ Front Setback Variance	STREETS AND TRAFFIC: The subject property is located on the southeast side of West Pine Street between Broadway Drive and 7th Avenue.
APPLICABLE LAND DEVELOPMENT CODE REGULATIONS: -Article 4, Section 62.04 (1)	PUBLIC UTILITIES: Water: City Sewer: City Electricity: Mississippi Power
ADJACENT ZONING AND LAND USES: <u>NORTHEAST:</u> B-3 (Community Business) District; and is used for parking (this property is in the Oaks Historic District) <u>SOUTHWEST:</u> B-5 (Regional Business) District; used for several commercial businesses <u>SOUTHEAST:</u> B-5 (Regional Business) District; and is a vacant wooded area with residential across the railroad bed <u>WEST:</u> B-3 (Community Business) District; used for several commercial businesses	PARKING AND ACCESS: The main access to this property is from West Pine Street CHARACTER OF THE NEIGHBORHOOD: This is a long established business located adjacent to a historic residential district and on a commercial corridor.
FUTURE LAND USE MAP DESIGNATION: The Future Land Use Map depicts this area as a Regional Business Corridor and this District is primarily a non-residential district located along major arterial streets and highways. This is the last property in this district before entering a Neighborhood Business District which is primarily a residential district located along the city's collector, minor arterial, and certain local streets.	CRITERIA FOR GRANTING A VARIANCE: A. Special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same district: B. Literal interpretation of the provisions of the Code would deprive the applicant of rights commonly enjoyed by other properties in the same district: C. Special conditions and circumstances do not result from the actions of the applicant: D. Granting the variance requested will not confer on the applicant any special privilege that is denied by the Code to other lands, structures or buildings in the same district.



PROJECT

DOSSETT GMC CADILLAC ADDITIONS AND REVOLUTIONS

HATTIESBURG, MISSISSIPPI

CN-11-3302

SHEET NUMBER

C-1



5211 Old Highway 11 Hattiesburg, Mississippi 39402
Phone 601.271.7711 Fax 601.271.7712 www.landryandlewis.com
CREATING LANDMARKS SINCE 1910







PLEASE TYPE OR PRINT APPLICATION

Date

**LAND DEVELOPMENT CODE
HATTIESBURG PLANNING COMMISSION
PUBLIC HEARING APPLICATION FOR VARIANCE**

**CITY OF HATTIESBURG
P O BOX 1898 (200 Forrest Street/39401)
HATTIESBURG, MS 39403-1898**

Lisa Reid, Planning Manager, Department of Urban Development
(601) 554-1031, FAX (601) 545-1962

VARIANCE HEARING TYPE REQUESTED:

Check One:

Sign _____ Setback X _____ Parking _____ Lot/Width/Coverage Area

Buffer _____ Flood Zone _____ Open Space _____ Other _____

Land Development Code Article No. 4 Section 62.04 _____;

Article No. _____ Section _____; Article No. _____ Section _____

ADDRESS OF PROPERTY FOR VARIANCE:

1058
Municipal Street Number

West Pine Street
Street Name

FILED

JAN 18 2012

EDDIE R. MYERS, CITY CLERK
By _____ Deputy Clerk

APPLICANT:

NAME: Dossett Cadillac GMC (Danny Dossett)

MAILING ADDRESS: 1058 West Pine Street Hattiesburg, MS 39401

TELEPHONE: (W) 601-544-7700 (H) _____ (C) 601-543-4924

REPRESENTED BY:

NAME: Landry and Lewis Architects, P.A. (Jason Landry)

MAILING ADDRESS: 5211 Old Highway 11 Hattiesburg, MS 39402

TELEPHONE: (W) 601-271-7711 (H) _____ (C) _____

CURRENT OWNER (S) OF PROPERTY:

NAME: Danny Dossett

MAILING ADDRESS: 1058 West Pine Street Hattiesburg, MS 39401

TELEPHONE: (W) 601-544-7700 (H) _____ (C) _____

1. This property is located on the South side
(North/South/East/West)
of West Pine Street (Street Name) and lies between
Broadway Drive and Pine Street
(Street Name) (Street Name)

Existing Zoning: B-5

City Tax Parcel Number: 30-628-42.4

PPIN Number: 21717

Lot Frontage: 262.5 Feet

Lot Depth: 433.25 Feet

Square Footage /Acres: 113,695 / 2.6

Existing Structure or Unimproved? Existing Structure

Number of existing buildings? 1

Use of buildings: Residential Commercial X Industrial

Physical Characteristics: 1 story building

Land Use History: Automotive Dealership

2. Explain variance(s) requested: GMC required for all dealers to have same front entry tower which will encroach on the required set back distance by 10'-2" from the property line. Existing building already encroaches required set back by 5'-0".

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

4. List reasons why you feel that the property could not be reasonably used without the requested variance: General Motors is unwilling to compromise on their requirements of the front entry tower.

Note: No nonconforming use of neighboring lands, structures, or buildings in the same district, and no permitted or nonconforming use of lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.

5. All of the following conditions must be met before a variance can be recommended. Explain and justify your proposal's compliance with each condition:

- a. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district.

The requirement for the further encroachment of the front set back is a requirement of the dealership franchise for continuation of this business as GMC-Cadillac Dealership.

- b. That literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code.

Literal interpretation of the code would not allow the installation of the entry tower required by the issuing franchise resulting in possible closure of the business where as other business in the area are not under the authority of a franchise which dictate such requirements.

- c. That the special conditions and circumstances do not result from the actions of the applicant.

This requirement is a result of General Motors and must be complied to by the applicant.

- d. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district.

Variance will not confer on the applicant any special privileges not available to other land holders in the district.

WITNESS THE SIGNATURES of the OWNER (S) of the subject property located at 1058 West Pine Street, Hattiesburg, MS, on this, the 28th day of, November A.D., 2011.

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

JASON LANDRY

on this the 28th day of November, 2011.

D E Dosssett

Property Owner

Property Owner

STATE OF Mississippi

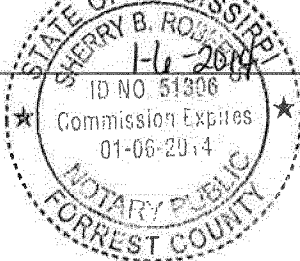
COUNTY OF Forrest

Personally came and appeared before me, the within named D. E Dosssett, who signed and delivered the above and forgoing instrument as and for their free act and deed, on the day and year therein mentioned, and who acknowledged to me that they are the owner(s) of the subject property described in this request for Variance Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this, the 28th day November, A.D., 2011.

Sherry B Roberts
(Notary Public)

MY COMMISSION EXPIRES:



WITNESS THE SIGNATURES of the **APPLICANTS(s)** of the subject property located at 1058 West Pine Street, on this, the 28th day of November, A.D., 2011.



Applicant

Applicant

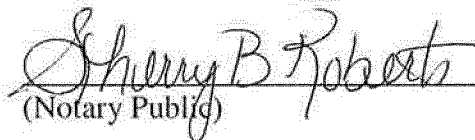
STATE OF Mississippi

COUNTY OF Forrest

Personally came and appeared before me, the within named D. E. Dossett, who signed and delivered the above and forgoing instrument as and for their free act and deed, on the day and year therein mentioned, and who acknowledged to me that they are the owner(s) of the subject property described in this request for Variance Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this, the 28th day of November, A.D., 2011.

MY COMMISSION EXPIRES:


(Notary Public)

November 28, 2011

Re: Addition and Renovations to
Dossett GMC Cadillac
1058 West Pine Street
Hattiesburg, MS

To Whom It May Concern:

In reference to Dossett GMC Cadillac requesting variances from the Land Use Code for the Addition and Renovations I submit the following:

The dealership is in is being required to update there facility in order to comply with GM standards. In order to accomplish this, an addition to the front of the dealership is needed.

Variance I - The Land Use Code of the City of Hattiesburg requires that in this Zoning Area (B-5) have a minimum distance of 30'-0" from the front of the building to the property line. As of now the building is 25'-0" from the property line and an additional 5'-2" will be required in order to install the new front entry tower.

☒ I do not object to the Variance
☐ I do object to the Variance

Submitted by

Name: EDWARD M. BROWN
Address: 1068 W. PINE

Signed: Edward M. Brown

November 28, 2011

Re: Addition and Renovations to
Dossett GMC Cadillac
1058 West Pine Street
Hattiesburg, MS

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☒ I do not object to the Variance

☐ I do object to the Variance

Submitted by

Name: Dwayne Egle
Address: 1002 W. Pine St. Hburg, MS

Signed: Dwayne Egle

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Danny Dossett, Dossett Cadillac GMC, owners and represented by Jason Landry, Landry and Lewis Architects, P.A., with the Mayor and Council of the City of Hattiesburg, Mississippi, to change and amend the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to vary from Article 4, Section 62.04 (1), which states that the front setback shall be a minimum of thirty (30) feet, and instead allow a front setback of ten feet 2 inches (10'2"), for a variance of nineteen feet eight inches (19'8"), for certain property located at 1058 West Pine Street (Parcel 30-628-42-4, PPIN 021717, Ward 5) B-5 (Regional Business) District, said property being more particularly described as follows, to-wit:

A part of Block 69 of the D. D. McInnis Subdivision, Third Addition in the City of Hattiesburg, County of Forrest, State of Mississippi as per Map or Plat thereof on file in the Office of the Chancery Clerk of the said County and being more particularly described as Commencing at a ½" Rebar representing the Northeast Corner of said Block 69 and the Intersection of the North Line of Section 16, Township 4 North, Range 13 West, County of Forrest and the Northwestern Right of Way Line of the Norfolk Southern Railroad (formally New Orleans & Northeastern Railroad Company), thence run S44°42'52"W along said Northwestern Right of Way Line and the Southeastern Line of said Block 69 for 456.45 feet to a ¾" Rebar representing the Point of Beginning; thence run S44°37'46"W along said Northwestern Right of Way Line and said Southeastern Line of Block 69 for 262.51 feet, thence run N45°18'13"W for 433.37 feet to a Point on the Southeastern Right of Way Line of West Pine Street and the Northwestern Line of said Block 69, thence run N44°44'28"E along said Southeastern Right of Way Line and said Northwestern Line of Block 69 for 262.50 feet, thence run S45°18'20"E for 432.86 feet to the Point of Beginning, comprising 2.61 Acres (113,696 Square Feet), more or less.

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

WITNESS my signature and the official seal of said City on this, the 10th day of January, A.D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie Myers /s/
CITY CLERK

(SEAL)

Publish (1) Friday, January 13, 2012
City of Hattiesburg
Return PROOF to City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898



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

February 8, 2012

Danny Dossett
Dossett Cadillac GMC
1058 West Pine Street
Hattiesburg, MS 39401

RE: Front setback variance for certain property located at 1058 West Pine Street (Parcel 30-628-42-4, PPIN 021717, Ward 5).

Dear Mr. Dossett:

The Hattiesburg Planning Commission reviewed your request, outlined above, on February 1, 2012. Their recommendation was to **APPROVE** your request.

Any aggrieved party (proponent or opponent) has ten (10) days after the Planning Commission's recommendation to file an appeal with the Planning Administrator asking for a public hearing before the Hattiesburg City Council.

If no appeal is filed, the City Council will consider and vote on your request on Tuesday, February 21, 2012 at 4:00 p.m. in the Council Chambers at City Hall (you or your representative are urged to attend this review in order to answer any remaining questions).

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. - Print your name and address on the reverse so that we can return the card to you. - Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature <i>[Signature]</i> ☐ Agent ☐ Addressee B. Received by (Printed Name) <i>[Signature]</i> C. Date of Delivery <i>2/9/12</i> D. Is delivery address different from item 1? ☐ Yes ☒ No If YES, enter delivery address below:	
1. Article Addressed to: Danny Dossett Dossett Cadillac GMC 1058 West Pine Street Hattiesburg, MS 39401		3. Service Type ☐ Certified Mail ☒ Express Mail ☐ Registered ☒ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.	
2. Article Number (Transfer from service label) 7011 2000 0000 6953 6693		4. Restricted Delivery? (Extra Fee) ☐ Yes	

Official Service™
REGISTERED MAIL™ RECEIPT
(Insurance coverage provided by USPS only; No Insurance Coverage Provided)
For more information visit our website at www.usps.com

Official Use

Postmark Here

Danny Dossett
Dossett Cadillac GMC
1058 West Pine Street
Hattiesburg, MS 39401

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

MINUTES
OF THE
REGULAR MEETING
OF THE
HATTIESBURG PLANNING COMMISSION

February 1, 2012

The Hattiesburg Planning Commission did meet in a regular session on February 1, 2012 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Richard Conville, Chairman, presiding.

Commissioners Present:

Judy Corts
Marjorie Chambers
Joseph White, Vice-Chairman
Richard Conville, Chairman
Linda McMurtrey
Don McCleskey
Jessie Wilson

Commissioners Absent:

Annie Pope
Robin Roberts

Also Present:

Pattie Brantley, AICP, Director of Urban Development
Bill Rodgers, Land Code Administrator
Lisa J. Reid, Planning Manager
Craig Dearman, Engineering Technician
Andy Parker, Arborist

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

Invocation:

Marjorie Chambers

AGENDA REVIEW

There came the matter of the Agenda for the February 1, 2012 meeting. The agenda was approved.

Motion made by:

Joe White

Motion seconded by:

Don McCleskey

Commissioners voting aye:

Judy Corts
Joseph White
Linda McMurtrey
Don McCleskey
Marjorie Chambers
Jessie Wilson

Commissioners voting nay:

None

Commissioners abstaining:

None

MINUTES REVIEW

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

Ordinance and the draft of the Ordinance establishing rules and regulations for nightclubs) (Exhibits A & B).

CHAIRMAN REPORT

There came the matter of the Chairman’s Report.

PUBLIC HEARING

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

There came the matter of Item A, the petition filed by Danny Dossett, Dossett Cadillac GMC, owners and represented by Jason Landry, Landry and Lewis Architects, P.A., to vary from Article 4, Section 62.04 (1), which states that the front setback shall be a minimum of thirty (30) feet, and instead allow a front setback of ten feet 2 inches (10’2”), for a variance of nineteen feet eight inches (19’8”), for certain property located at 1058 West Pine Street (Parcel 30-628-42-4, PPIN 021717, Ward 5) B-5 (Regional Business) District.

<u>Name</u>	<u>Address</u>	<u>City/State</u>
-------------	----------------	-------------------

<u>Presented by:</u>	David Landry	5211 Old Hwy 11	Hattiesburg, MS 39402
-----------------------------	--------------	-----------------	-----------------------

(Mr. Landry stated there was a typo in the item, stating the current building is encroaching 5’ and the addition will add 5’2” making the request a variance of nineteen feet ten inches (19’10”).)

Proponents: None

Opponents: None

Chairman Conville declared the Public Hearing closed at 1:35 p.m. and the Business Meeting open to vote on the request.

Motion made by: Don McCleskey

Motion seconded by: Judy Corts

Commissioners voting aye:

Judy Corts
Joseph White
Linda McMurtrey
Don McCleskey
Marjorie Chambers
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

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

1. Special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same district.
2. Literal interpretation of the provisions of the Code would deprive the applicant of rights commonly enjoyed by other properties in the same district.
3. Special conditions and circumstances do not result from the actions of the applicant.
4. Granting the variance requested will not confer on the applicant any special privilege that is denied by the Code to other lands, structures or buildings in the same district.



City of Hattiesburg, MS

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

Master

File Number: 2012-0515

File ID: 2012-0515

Type: Resolution

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 02/06/2012

Brief Title: Adopting 2011 Real and Personal Property Tax Rolls
Assessment Rolls

Final Action: 02/21/2012

Minute Book Number: MB 2012-1/49-50

Title:

Adopt Resolution adopting the 2011 Forrest County and Lamar County Real and Personal Property Assessment Rolls containing property located with the City of Hattiesburg, in accordance with Section 21-33-9C of the Mississippi Code of 1972.

Notes:

Sponsors:

Enactment Date:

Attachments: Resolution.Tax Rolls, executed Resolution
2012-12.Tax Rolls, Forrest.Lamar Tax rolls

Enactment Number:

Contact: Eddie Myers

Meeting Date: 02/21/2012

Drafter: Marilyn Schwandt

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/21/2012	Adopt				Pass
Action Text: A MOTION was made by Vice President Ware and seconded by Council Member Delgado to Adopt Resolution adopting the 2011 Forrest County and Lamar County Real and Personal Property Assessment Rolls containing property located with the City of Hattiesburg, in accordance with Section 21-33-9C of the Mississippi Code of 1972.							
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 2012-0515

Title

Adopt Resolution adopting the 2011 Forrest County and Lamar County Real and Personal Property Assessment Rolls containing property located with the City of Hattiesburg, in accordance with Section 21-33-9C of the Mississippi Code of 1972.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION

WHEREAS, Section 21-33-9c of the Mississippi Code of 1972, Annotated, requires the governing authorities of municipalities to be furnished a true copy of that part of the county assessment roll containing the property located within the municipality as provided in section 27-35-167 and adopt such assessment roll for its assessment purposes, and

WHEREAS, Forrest County Board of Supervisors accepted, approved and made final their Real and Personal Property Assessment Rolls on September 6, 2011; and

WHEREAS, Lamar County Board of Supervisors accepted, approved and made final their Real and Personal Property Assessment Rolls on September 22, 2011.

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

Section 1. That the City of Hattiesburg has received a true copy of the Forrest County and Lamar County Real and Personal Property Assessment Rolls containing property located within the municipality of the City of Hattiesburg, and the same is hereby adopted.

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 21st of February, 2012.
(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

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

ATTEST:

APPROVED:

CITY CLERK

MAYOR

RESOLUTION

WHEREAS, Section 21-33-9c of the Mississippi Code of 1972, Annotated, requires the governing authorities of municipalities to be furnished a true copy of that part of the county assessment roll containing the property located within the municipality as provided in section 27-35-167 and adopt such assessment roll for its assessment purposes, and

WHEREAS, Forrest County Board of Supervisors accepted, approved and made final their Real and Personal Property Assessment Rolls on September 6, 2011; and

WHEREAS, Lamar County Board of Supervisors accepted, approved and made final their Real and Personal Property Assessment Rolls on September 22, 2011.

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

Section 1. That the City of Hattiesburg has received a true copy of the Forrest County and Lamar County Real and Personal Property Assessment Rolls containing property located within the municipality of the City of Hattiesburg, and the same is hereby adopted.

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

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council person Ware, seconded by Council person Delgado vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

The President thereby declared the motion carried and the Resolution adopted, this the 21st of February, 2012.
(SEAL)

ATTEST:

Delgado
CLERK OF COUNCIL

ADOPTED:

Delgado
PRESIDENT

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

ATTEST:

Delgado
CITY CLERK

APPROVED:

Delgado
MAYOR

**RESOLUTION ADOPTING THE LEVY OF COUNTY AD VALOREM TAXES
OF FORREST COUNTY, MISSISSIPPI, FOR THE 2011-2012 FISCAL
YEAR**

There came on for hearing, consideration and final determination by the Board of Supervisors of Forrest County, Mississippi, in meeting duly, regularly and legally assembled with a legal quorum of said Board present and acting throughout, the matter of the levy of ad valorem taxes of Forrest County, Mississippi, for the 2011-2012 fiscal year, beginning October 1, 2011, and ending September 30, 2012, on assessments of property as of January 1, 2011, for said County, for the Countywide Road District, for the Forrest County School District and for any and all other taxing districts and lawful purposes, and the fixing of the tax rates or levies for said County and the districts and purposes as hereinafter stated, all in accordance with the provisions of Section 27-39-317, Mississippi Code of 1972, as amended to date, and all other laws relative to said matter; and the Board, being fully advised in the premises and having fully, carefully and maturely considered (a) the budget of Forrest County and all other related budgets heretofore at the September, 2011 term of said Board, which were approved and adopted following a public hearing; (b) the needs and requirements of the various funds of said County; (c) the Assessment Rolls, both real and personal, of said County as examined, corrected, equalized and approved pursuant to all requirements of law; and (d) the rates or levies, which are required to produce the revenue necessary to meet said budgets and said needs and requirements of said various funds; and further having ascertained that the minimum education program levy and the support and maintenance levy for the Forrest County School District and Forrest County Agricultural High School, as both are hereinafter set forth, are supported by [1] Certificates of the Mississippi State Board of Education, and [2] certified copies of orders of the respective Board of Trustees, as required by law.

This Board does hereby affirmatively find, sustain and adjudicate that the tax rates or levies appearing hereinafter for said County and the several County purposes, the County-Wide Road District, said School Districts and any and all other districts and lawful purposes, the same being expressed in mills or a decimal fraction of a mill and to be collected upon each dollar of valuation of the taxable property of the taxing districts of Forrest County, Mississippi, are necessary in order to produce the funds required to meet the expenses of the County and County purposes, and of the said taxing districts for the 2011-2012 fiscal year, and further, that this order should be duly made and entered fixing, imposing, and levying said ad valorem tax rates, or levies, as hereinafter set forth.

IT IS, THEREFORE, RESOLVED, ORDERED AND ADJUDGED by the Board of Supervisors of Forrest County, Mississippi, that the following ad valorem tax rates, or levies be and the same are hereby fixed, imposed and levied for the 2011-2012 fiscal year of Forrest County, Mississippi, upon the assessed value of all taxable property in the County of Forrest, State of Mississippi, and any and all other taxing districts in Forrest County, Mississippi, as said property is now assessed and listed, or as it may be hereafter assessed and listed, upon the Assessment Rolls, both real and personal, of said County as of January 1, 2011, (except the exempted assessed value of homes to the extent

exempted under the provisions of Chapter 261, Laws of Mississippi, of 1946, as amended, also known as the "Homestead Exemption Law of 1946"), the said rates, or levies (expressed in mills or a decimal fraction of a mill and determining the ad valorem taxes to be collected upon each dollar of valuation upon the Assessment Rolls, both real and personal, of Forrest County, Mississippi, for County taxes, and upon each dollar of valuation for the respective districts as shown upon said Assessment Rolls of said County) being fixed, imposed and levied as follows, to wit:

**FORREST COUNTY, MISSISSIPPI, TAX LEVY
FOR FISCAL YEAR 2011-2012**

LEVY FOR GENERAL FUND PURPOSES:

General Fund consists of:

1. Office and Administration
2. Judicial, Lunacy, Law Enforcement and Corrections
3. Charity and Support of Poor
4. Farm and Home Services
5. Maintenance of Public Buildings and Grounds
6. Community Relations and Public Relations
7. Regional Airport Operation and Maintenance
8. Regional Mental Health Operation
9. Public Health and Sanitation
10. Public Recreation
11. Industrial Park and Economic Development
12. All other general county purposes allowed by law

GENERAL COUNTY OPERATING LEVY

MILLAGE

(Auth: Section 27-39-303)

28.38

SPECIAL COUNTY PURPOSES:

Southeast Mississippi Air Ambulance
(Auth: Section 41-55-47)

0.50

Pat Harrison Waterway Commission
(Auth: Section 51-15-129)

0.87

Library Support and Maintenance
(Auth: Section 39-3-5)

1.37

ROAD AND BRIDGE OPERATION AND MAINTENANCE:

(Auth: Section 27-39-305)

9.00

BRIDGE AND CULVERT CONSTRUCTION AND MAINTENANCE

(Auth: Section 65-15-7)

1.27

SCHOOLS:

Forrest County School District (Support & Maint.) (Auth: Section 37-57-104 and 105)	55.00
Pearl River Community College Support (Auth: Section 37-29-141)	1.04
Pearl River Community College Enlargement, Improvement and Repair (Auth: Section 37-29-141)	0.63
Forrest County A.H.S. (Support & Maint.) (Auth: Section 37-27-3)	3.16

SPECIAL LEVY:

State Mandated Levy (Countywide) (Auth: Section 27-39-329(2)(b))	1.00
Fire Protection Levy (Outside Municipalities) (Auth: Section 83-1-39(5)(d))	1.00
Rubbish Collection and Disposal (Outside Municipalities) (Auth: Section 19-5-21)	1.00

COUNTY BONDS, NOTES AND INTEREST:**A. Countywide:**

Pearl River Community College Note Allied Health Center Expansion Project (Auth: Section 37-29-141) (Auth: Section 37-29-103)	0.09
Pearl River Community College Note Career Technical Center (Auth: Section 37-29-141) (Auth: Section 37-29-103)	0.19
Pearl River Community College Note Nursing School Project/Construction (Auth: Section 37-29-141) (Auth: Section 37-29-103)	0.28
Forrest County Agricultural High School Bonds, Series 1998 (Auth: Section 37-27-65)	0.26
Forrest County Multi-Purpose Center Bond Interest & Sinking (Refunded 2004) (Auth: Sections 19-9-1 and 19-9-9)	1.32
Forrest County Public Building Refunding Bonds, Series 2009B (Auth: Sections 19-9-1 et seq.)	1.08
Forrest County Public Improvement Bonds, Series 2008 (Auth: Sections 19-9-1 et seq.)	3.89

Forrest County Public Improvement Bonds, Series 2005
(Auth: Sections 19-9-1 et seq.)

0.76

B. Forrest County School District:

Forrest County School Bonds (Building Loan)
(Auth: Section 37-59-107)

2.74

Forrest County School Bonds (Shortfall Loan)
(Auth: Section 37-57-108)

1.28

TOTAL MILLAGE FOR ALL COUNTY OPERATION:

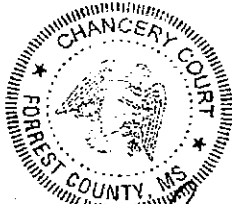
City of Hattiesburg Rate	55.09
City of Petal Rate	55.09
Outside Cities	57.09
Forrest County School District	59.02

Forest acreage tax on each acre of timber land
and uncultivable land - 9 cents per acre
(Auth: Section 49-19-115)

ADOPTED AND APPROVED on this the 6th day of September, A.D., 2011, by vote
of the Forrest County Board of Supervisors as follows:

SUPERVISOR DISTRICT ONE	<u>David Hogan</u>	VOTED	<u>AYE</u>
SUPERVISOR DISTRICT TWO	<u>Charles Marshall</u>	VOTED	<u>AYE</u>
SUPERVISOR DISTRICT THREE	<u>Lynn Cartledge</u>	VOTED	<u>AYE</u>
SUPERVISOR DISTRICT FOUR	<u>Roderick Woullard</u>	VOTED	<u>AYE</u>
SUPERVISOR DISTRICT FIVE	<u>Chris Bowen</u>	VOTED	<u>AYE</u>

SO ORDERED AND RESOLVED on this the 6th day of September, A.D., 2011.



ATTEST:

Jerry C. Hood
Clerk, Board of Supervisors

David Hogan
President, Board of Supervisors

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF SUPERVISORS
OF LAMAR COUNTY, MISSISSIPPI AT THE COURTHOUSE IN PURVIS,
MISSISSIPPI HELD ON SEPTEMBER 22nd, 2011**

BE IT REMEMBERED that on the 22nd day of September, 2011, the Board of Supervisors of Lamar County, Mississippi, met in a regular meeting at the Chancery Court Building in Purvis, Mississippi, being the place fixed by law for such meeting. The meeting was made pursuant to state law and the meeting was opened according to law by Sheriff Danny Rigel and called to order by President Joe Bounds. Upon roll call the following supervisors were found to be present:

Mike Rackstrom

[Handwritten signatures]

Mike Backstrom
Ben Winston
Joe Bounds
Fred Hatten
Dale Lucas

44411.1 10/11/11
Fax# 601-584-4892

Also found to be present were:

Wayne Smith, Chancery Clerk
Chuck Bennett, County Administrator
Perry W. Phillips, Board Attorney

Ricky Walker with U.S.D.A. advised the Board that the Beaver Control program will not be funded next year.

A motion was made by Backstrom, seconded by Hatten to approve the September 6, 2011 board minutes. Said motion passed unanimously.

A motion was made by Winston, seconded by Backstrom to approve the following personnel matters:

1. Status Change: Cletus Burroughs, from hopper modified duty at \$10.00 per hour to hopper at \$11.35 per hour as of September 12, 2011.
2. Status Change: Benny Bennett, from hopper at \$12.50 per hour to modified duty at \$10.00 per hour as of September 19, 2011.
3. Terminated: Danny Robertson, as of September 19, 2011.
4. Resigned: Nicole Harper, tax office as of September 2, 2011.
5. New Hire: Darian Robinson, tax office at \$10.00 per hour as of September 7, 2011.
6. Quit Without Notice: Regina Altom, dispatch as of September 6, 2011.

The Board received and entered the approved recap of Assessments of Real and Personal property of Lamar County Mississippi from the Department of Revenue.

* A motion was made by Hatten, seconded by Backstrom to approve the 2011 Real and Personal Tax Rolls as approved by the Department of Revenue. Said motion passed unanimously.

The Board received and entered a Chancery Court Order appointing a Special Defender (Thomas Schwartz) in lunacy and in drug and alcohol commitments.

The Board received and entered a Chancery Court Order appointing a Special Prosecutor (Kathy Sones) in lunacy and in drug and alcohol commitments.

The Board received and entered a Chancery Court Order appointing a county Probate Administrator (Troy McFarland) in lunacy and in drug and alcohol commitments.

The Board received and entered the resignation of Saran Hinton from the Library Trustees.

The Board received and entered a Statement of Candidate from Freida Moore for the office of County Election Commissioner.

session to discuss litigation matters. Said motion passed unanimously.

A motion was made by Lucas, seconded by Winston to come out of executive session. Said motion passed unanimously.

There being no further business before the Board, the meeting was adjourned until Monday, October 3, 2011 at 9:00 am

**BOARD OF SUPERVISORS OF LAMAR
COUNTY, MISSISSIPPI**

BY: _____
JOE BOUNDS, President

ATTEST:

WAYNE SMITH
Chancery Clerk



City of Hattiesburg, MS

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

Master

File Number: 2012-0549

File ID: 2012-0549

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 02/15/2012

Brief Title: Resolution appointing Alexander Ignatiev

Final Action: 02/21/2012

Minute Book Number: MB 2012-1/50

Title:

Adopt resolution appointing Alexander Ignatiev as Municipal Court Prosecutor, Post 2, effective February 21, 2012, until further ordered.

Notes:

Sponsors:

Enactment Date:

Attachments: Appoint Alexander Ignatiev, executed Resolution
2012-13 Appoint Alexander Ignatiev, Resume
Ignatiev

Enactment Number:

Contact: Eddie Myers

Meeting Date: 02/21/2012

Drafter: Marilyn Schwandt

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/21/2012	Adopt				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Vice President Ware to Adopt resolution appointing Alexander Ignatiev as Municipal Court Prosecutor, Post 2, effective February 21, 2012, until further ordered.							
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 2012-0549

Title

Adopt resolution appointing Alexander Ignatiev as Municipal Court Prosecutor, Post 2, effective February 21, 2012, until further ordered.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION

**RESOLUTION FOR APPOINTING A MUNICIPAL COURT PROSECUTOR
FOR THE CITY OF HATTIESBURG**

WHEREAS, the Council recognizes the need to appoint a Municipal Court Prosecutor, Post 2; and

WHEREAS, the Council desires the administration of the City to continue to operate its routine functions.

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

Section 1. That Alexander Ignatiev be appointed as Municipal Court Prosecutor, Post 2, effective February 21, 2012, until further ordered.

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

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

YEAS:

NAYS:

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

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL _____

PRESIDENT _____

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

ATTEST:

APPROVED:

CITY CLERK _____

MAYOR _____

STATE OF MISSISSIPPI)
COUNTY OF FORREST AND LAMAR)
CITY OF HATTIESBURG)

OATH OF OFFICE

I, ALEXANDER IGNATIEV, DO SOLEMNLY SWEAR THAT I WILL
FAITHFULLY SUPPORT THE CONSTITUTION OF THE UNITED STATES OF
AMERICA AND THE CONSTITUTION OF THE STATE OF MISSISSIPPI, AND OBEY THE
LAWS THEREOF; THAT I WILL FAITHFULLY DISCHARGE THE DUTIES OF
MUNICIPAL COURT PROSECUTOR, POST 2 OF SAID CITY, UPON WHICH I AM
ABOUT TO ENTER.

SO HELP ME GOD.

MUNICIPAL COURT PROSECUTOR, POST 2
CITY OF HATTIESBURG

SWORN TO AND SUBSCRIBED BEFORE ME THIS, THE ____ DAY OF

_____, A. D., 2012.

NOTARY PUBLIC

My Commission Expires

RESOLUTION

RESOLUTION FOR APPOINTING A MUNICIPAL COURT PROSECUTOR FOR THE CITY OF HATTIESBURG

WHEREAS, the Council recognizes the need to appoint a Municipal Court Prosecutor, Post 2; and

WHEREAS, the Council desires the administration of the City to continue to operate its routine functions.

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

Section 1. That Alexander Ignatiev be appointed as Municipal Court Prosecutor, Post 2, effective February 21, 2012, until further ordered.

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

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

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

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

(SEAL)

ATTEST:

Dulce H. Bernardo
CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT

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

ATTEST:

[Signature]
CITY CLERK

APPROVED:

[Signature]
MAYOR

ALEXANDER IGNATIEV, ATTORNEY AT LAW, P.A.
P.O. Box 2076 HATTIESBURG, MS 39403-2076
(601) 913-6673 Tel (601) 583-2641 Fax AILAW@COMCAST.NET

EMPLOYMENT

Alexander Ignatiev, Attorney at Law, P.A. Principal	From January 2006
William Carey University Adjunct Professor	From August 2009
University of Southern Mississippi Adjunct Professor	From January 2008
Allen, Allen, Breeland and Allen Associate	June 2004 to January 2006
Gunn & Hicks, PLLC Associate	January 2003 to June 2004
Mississippi Court of Appeals Judicial Law Clerk	December 2001 to January 2003

EDUCATION

The University of Mississippi School of Law	J.D., 2001
Georgetown University	B.A., 1998
Edinburgh University	1997

PROFESSIONAL ASSOCIATIONS

Mississippi State Bar	Member since 2001
5 th Circuit Bar	Member since 2001
South Central Mississippi Bar	Member since 2001

OTHER ASSOCIATIONS

Raise Your Pints	Board Member since 2010
Holy Cross Orthodox Mission Church	Founding Member, Warden
Christ the Saviour Orthodox Church	Secretary 2008 to 2011

REFERENCES

David Hogan, President
Forrest County Board of Supervisors
641 N. Main Street
Hattiesburg, MS 39401
(601) 545-6000

James K. Dukes
Dukes Dukes & Wood
226 W. Pine Street
Hattiesburg, MS 39401
(601) 544-4121

Cass Barnes
Chancery Clerk of Marion County, Mississippi
200 S. Main Street
Columbia, MS 39429
(601) 736-2691

Billy G. Bridges, Senior Status Judge
520 Chuck Wagon Road
Brandon, MS 39042-7526
(601) 825-6451

ALEXANDER IGNATIEV, ATTORNEY AT LAW, P.A.
P.O. Box 2076 HATTIESBURG, MS 39403-2076
(601) 913-6673 Tel (601) 583-2641 Fax AILAW@COMCAST.NET

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520 Chuck Wagon Road
Brandon, MS 39042-7526
(601) 825-6451



City of Hattiesburg, MS

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

Master

File Number: 2012-0021

File ID: 2012-0021

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 02/10/2012

Brief Title: Setting of Public Hearing (2-21-12) Packet

Final Action: 02/21/2012

Minute Book Number: MB 2012-1/50

Title:

Adopt Resolution setting a Public Hearing before the City Council on Monday, March 19, 2012, to determine if the following properties are in such a state of uncleanness so as to be a menace to the health and safety of the community.

Notes:

Sponsors:

Enactment Date:

Attachments: Setting of Public Hearing (2-21-12) Memo, Setting of Public Hearing (2-21-12) Resolution, executed
Setting of Public Hearing (2-21-12) Resolution
2012-14, 140 Chambliss Dr. (Publication Notice)1,
Tatum Rd. 167B-5400-001-114 (Publication Notice)2,
1925 Fowler St. (Publication Notice)3, 1210 Scott St.
(Publication Notice)4, 912A Dabbs St. (Publication
Notice)5, 99 Currie St. (Publication Notice)6, 509
Timothy Ln. (Publication Notice)7, 351 Emerson Dr.
(Publication Notice)8, 604 Ronie St. (Publication
Notice)9, 405 Ronie St. (Publication Notice)10, 1702
Camp St. (Publication Notice)11-OGL,T&L, 302
Willis Ave. (Publication Notice)12, 105 Harrell St.
(Publication Notice)13, S. Hattiesburg Ave.
(Publication Notice)14, 17 Collins St. (Publication
Notice)15, 205 Edna St. (Publication Notice)16

Enactment Number:

Contact: 601-554-1028

Meeting Date: 02/21/2012

Drafter: Chiquila Thompson

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/21/2012	Adopt				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Adopt Resolution setting a Public Hearing before the City Council on Monday, March 19, 2012, to determine if the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

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 2012-0021

Title

Adopt Resolution setting a Public Hearing before the City Council on Monday, March 19, 2012, to determine if the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1
Kim Bradley

Council - Ward 2
Deborah Denard Delgado

Council - Ward 3
Carter Carroll

Council - Ward 4
Dave J. Ware, II

Council - Ward 5
Henry Naylor

MEMORANDUM

TO: City Council

FROM: Wiley Quinn, Jr., Code Enforcement Manager *WQJr.*

DATE: February 9, 2012

RE: Public Hearing (February 21, 2012)

I recommend a resolution be adopted setting a Public Hearing before the City Council on Monday, March 19, 2012, to determine if the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

<u>Case:</u>	<u>Address:</u>	<u>Parcel #:</u>	<u>Violation(s)</u>	<u>Ward(s)</u>
1.	140 Chambliss Drive	32-1039-54-A	OGL, T&L	5
2.	Tatum Road	167B-5400-001-114	AB, DB, T&L	5
3.	1925 Fowler Street	24-756-8-5	AB, DB, T&L	5
4.	1210 Scott Street	33-956-1-5	AB, DB, OGL, T&L	2
5.	912A Dabbs Street	39-92-1-3	AB, DB, T&L	5
6.	99 Currie Street	42-616-3-6	AB, DB, OGL, T&L	2
7.	509 Timothy Lane	30-106-2-9	AB, DB, OGL, T&L	4
8.	351 Emerson Drive	21-176-1-106	AB, DB, OGL, T&L	4
9.	604 Ronie Street	38-40-1-8	OGL, T&L	4
10.	405 Ronie Street	38-444-20-11	OGL, T&L	4
11.	1702 Camp Street	22-320-1-4	OGL, T&L	4
12.	302 Willis Avenue	39-92-7-13	OGL, T&L	5

Public Hearing February 21, 2012
February 9, 2012
Page 2

<u>Case:</u>	<u>Address:</u>	<u>Parcel #:</u>	<u>Violation(s)</u>	<u>Ward(s)</u>
13.	105 Harrell Street	30-628-1-5	OGI, T&L	5
14.	S. Hattiesburg Avenue	167B-5870-7-598	OGI, T&L	5
15.	17 Collins Street	165D-5090-2-138B	OGI, T&L	5
16.	205 Edna Street	35-620-5-5	OGI, T&L	5

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898
(601) 554-1027

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

RESOLUTION

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

<u>CASE #:</u>	<u>ADDRESS:</u>	<u>PARCEL NUMBER:</u>	<u>WARD:</u>
1.	140 Chambliss Drive	32-1039-54-A	5
2.	Tatum Road	167B-5400-001-114	5
3.	1925 Fowler Street	24-756-8-5	5
4.	1210 Scott Street	33-956-1-5	2
5.	912A Dabbs Street	39-92-1-3	5
6.	99 Currie Street	42-616-3-6	2
7.	509 Timothy Lane	30-106-2-9	4
8.	351 Emerson Drive	21-716-1-106	4
9.	604 Ronie Street	38-40-1-8	4
10.	405 Ronie Street	38-444-20-11	4
11.	1702 Camp Street	22-320-1-4	4
12.	302 Willis Avenue	39-92-7-13	5
13.	105 Harrell Street	30-628-1-5	5
14.	S. Hattiesburg Avenue	167B-5870-7-598	5
15.	17 Collins Street	165D-5090-2-138B	5
16.	205 Edna Street	35-620-5-5	2

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

WHEREAS, it is in the public interest that the City Council, on its own motion, hold hearings as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine

whether or not the above properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, that the owner of the above described properties be notified, as provided by law, of a hearing to be held by the City Council in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, at 4:00p.m., on Monday, March 19, 2012, to determine whether or not the above-described properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

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

YEAS:

NAYS:

ABSENT:

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

(SEAL)
ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

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

ATTEST:

ADOPTED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898
(601) 554-1027

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

RESOLUTION

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

<u>CASE #:</u>	<u>ADDRESS:</u>	<u>PARCEL NUMBER:</u>	<u>WARD:</u>
1.	140 Chambliss Drive	32-1039-54-A	5
2.	Tatum Road	167B-5400-001-114	5
3.	1925 Fowler Street	24-756-8-5	5
4.	1210 Scott Street	33-956-1-5	2
5.	912A Dabbs Street	39-92-1-3	5
6.	99 Currie Street	42-616-3-6	2
7.	509 Timothy Lane	30-106-2-9	4
8.	351 Emerson Drive	21-716-1-106	4
9.	604 Ronie Street	38-40-1-8	4
10.	405 Ronie Street	38-444-20-11	4
11.	1702 Camp Street	22-320-1-4	4
12.	302 Willis Avenue	39-92-7-13	5
13.	105 Harrell Street	30-628-1-5	5
14.	S. Hattiesburg Avenue	167B-5870-7-598	5
15.	17 Collins Street	165D-5090-2-138B	5
16.	205 Edna Street	35-620-5-5	2

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

WHEREAS, it is in the public interest that the City Council, on its own motion, hold hearings as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine

whether or not the above properties are in such a state of uncleanness so as to be a menace to the health and safety of the community.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, that the owner of the above described properties be notified, as provided by law, of a hearing to be held by the City Council in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, at 4:00p.m., on Monday, March 19, 2012, to determine whether or not the above-described properties are in such a state of uncleanness so as to be a menace to the health and safety of the community.

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

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

ABSENT:

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

(SEAL)

ATTEST:

Julia A. Bernardo
CLERK OF COUNCIL

ADOPTED:

Tim Bradley
PRESIDENT

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

ATTEST:

John R. Myers
CITY CLERK

ADOPTED:

Jimmy S. Davis
MAYOR

**NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF
HATTIESBURG,
MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO
CLEAR ALL CODE VIOLATIONS**

TO: SBJ Resch Family Partnership LLC, 1451 Channelside Drive, Tampa, FL 33605 and 501 North Reo Street, Tampa, FL 33609, TNT Incorporated, 4884 Alma Highway, Van Buren, AR 72956, and to any and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a hearing at 4:00p.m. on Monday, March 19, 2012, in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

PARCEL: 32-1039-54-A, 140 Chambliss Drive, and better described as Beginning at the SW corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 21, Township 4 North, Range 13 West, and run East 390 feet to the Point of Beginning; thence run East 120 feet; thence run North 179 feet; thence run West 120 feet; thence run South 179 feet to the Point of Beginning; being a part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 21, Township 4 North, Range 13 West, Forrest County, Mississippi.

Publication:

**NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF
HATTIESBURG,
MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO
CLEAR ALL CODE VIOLATIONS**

TO: Timmy J. Brown C/O Miracle Temple Church, 85 Burnt Bridge Road, Hattiesburg, MS 39402, Mount Carmel Baptist Church, 1101 N. Main Street, Hattiesburg, MS 39401, Pastor Michael Chatman C/O Miracle Temple Church, 103 Tatum Road Palmers Crossing Community, Hattiesburg, MS 39401 and 678 Monroe Road, Hattiesburg, MS 39401, and to any and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a hearing at 4:00p.m. on Monday, March 19, 2012, in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

PARCEL: 167B-5400-001-114, Tatum Road, and better described as Lot 1 Block 1 of the H. C. HUDSON SUBDIVISION NO. 1, in the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

Publication:

**NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF
HATTIESBURG,
MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO
CLEAR ALL CODE VIOLATIONS**

TO: ACC Tax Sale Properties, MSC-378 P.O. Box 850001, Orlando, FL 32885-0378, Long Land Investments, Inc., P.O. Box 7 (6621 13th Place), Lauderdale, MS 39335, Deborah N. Kendrick, 1101 East Laurel Avenue, Hattiesburg, MS 39401, and to any and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a hearing at 4:00p.m. on Monday, March 19, 2012, in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

PARCEL: 24-756-8-5, 1925 Fowler Street, and better described as Lots 27 and 28 in Block 13 of the PINEHURST SUBDIVISION NO. 2, in the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

Publication:

**NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF
HATTIESBURG,
MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO
CLEAR ALL CODE VIOLATIONS**

TO: Long Land Investments, Inc., P.O. Box 7 (6621 13th Place), Lauderdale, MS 39335, Larry and Sandra Duncan (No Known Address), State of Mississippi, P.O. Box 136, Jackson, MS 39205-0136 and 401 Mississippi Street, Jackson, MS 39205, The Optimum Fund, LLC, P.O. Box 1074, Elmhurst, IL 60126-8074, Rubin and Sara L. Burris (No Known Address), and to any and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a hearing at 4:00p.m. on Monday, March 19, 2012, in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

PARCEL: 33-956-1-5, 1210 Scott Street, and better described as Lots 5 and 6 Block 11 of the C. F. WILLIAMS SUBDIVISION, in the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

Publication:

**NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF
HATTIESBURG,
MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO
CLEAR ALL CODE VIOLATIONS**

TO: State of Mississippi, P.O. Box 136, Jackson, MS 39205 and 401 Mississippi Street, Jackson, MS 39205, Annie Green, 613 Charles Street, Hattiesburg, MS 39401, Hounds, Inc., P.O. Box 3520, Meridian, MS 39303, and to any and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a hearing at 4:00p.m. on Monday, March 19, 2012, in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

PARCEL: 39-92-1-3, 912A Dabbs Street, and better described as The East half of Lots 9 and 10 in Block 3 of the A.K. MCINNIS SECOND ADDITION, in the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

Publication:

**NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF
HATTIESBURG,
MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO
CLEAR ALL CODE VIOLATIONS**

TO: City of Hattiesburg, P.O. Box 1898, Hattiesburg, MS 39403-1898 and 200 Forrest Street, Hattiesburg, MS 39401, State of Mississippi, P.O. Box 136, Jackson, MS 39205 and 401 Mississippi Street, Jackson, MS 39205, Jo Ann Holloway & Etal, (No Known Address), and to any and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a hearing at 4:00p.m. on Monday, March 19, 2012, in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

PARCEL: 42-616-3-6, 99 Currie Street, and better described as The East half of Lots 9 and 10 in Block 3 of the A.K. MCINNIS SECOND ADDITION, in the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

Publication:

**NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF
HATTIESBURG,
MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO
CLEAR ALL CODE VIOLATIONS**

TO: State of Mississippi, P.O. Box 136, Jackson, MS 39205 and 401 Mississippi Street, Jackson, MS 39205, Forrest County Board of Supervisors, 614 Main Street, Hattiesburg, MS 39401, Hattiesburg Public School District, 301 Mamie Street, Hattiesburg, MS 39401, College Investment, P.O. Box 1177, Clinton, MS 39060-1177, Intrepid Group LLC, P.O. Box 1292, Clinton, MS 39060, Ola LLC, 33 Canebrake Boulevard, Hattiesburg, MS 39402, David C. Kelleher, 1803 Delaware Avenue, McComb, MS 39648, C.E. Ross, Sr. C/O Outreach Ministry % Frances E. Hudson Donated A Way, P.O. Box 1642, McComb, MS 39649 and P.O. Box 18320, Hattiesburg, MS 39403-8320, Johnnie Pearl Hines, (No Known Address), and to any and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a hearing at 4:00p.m. on Monday, March 19, 2012, in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

PARCEL: 30-106-2-9, 509 Timothy Lane, and better described as Lot 10 Block 2 of the E.P. CASSIDY SUBDIVISION, in the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

Publication:

**NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF
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TO: BancorpSouth Bank, P.O. Box 3356, Tupelo, MS 38803-3356, Deric Dearman, 44 John Evans Road, Petal, MS 39465, Van Kyle Roane, P.O. Box 5017, Hattiesburg, MS 39406, and to any and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a hearing at 4:00p.m. on Monday, March 19, 2012, in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

PARCEL: 21-716-1-106, 351 Emerson Drive, and better described as Lot 114 of Parkhaven North Subdivision or Addition to the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

Publication:

**NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF
HATTIESBURG,
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TO: Ann Robertson C/O Annie Nell Mickles, 746 Amber Drive, Fayetteville, NC 28311, and to any and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a hearing at 4:00p.m. on Monday, March 19, 2012, in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

PARCEL: 38-40-1-8, 604 Ronie Street, and better described as BEG 20 FT W & 127 FT S NW CR BLK 2 E 190 FT S 63 FT W 190 N 63 FT TO BEG THIS INCL PT V/ALY & PT RONIE ST BLK 2 F BEINER S/D B470 P759 6/6/79 BEINER MRS. FRED SUB 2-0290-10-297.00 PREV #:H0040-01-008 Block 002 Section 10 Township 04N Range 13W.

Publication:

**NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF
HATTIESBURG,
MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO
CLEAR ALL CODE VIOLATIONS**

TO: P.W. and Eartha L. Watson, 501 Southern Avenue, Hattiesburg, MS 39401, and to any and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a hearing at 4:00p.m. on Monday, March 19, 2012, in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

PARCEL: 38-444-20-11, 405 Ronie Street, and better described as S 75FT OF 7 & 8 LESS 30X30FT IN SW COR OF 7 BLK 78 B690 P464 5/93 KAMPER & WHINNERY SUB 1 2-0290-10-147.00 PREV #:HO444-20-011 Block 078 Section 10 Township 04N Range 13W.

Publication:

**NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF
HATTIESBURG,
MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO
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TO: Owen A. Jordan, P.O. Box 1147, Purvis, MS 39475 and 119 W. Lakeside Drive, Hattiesburg, MS 39402, and to any and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a hearing at 4:00p.m. on Monday, March 19, 2012, in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

PARCEL: 22-320-1-4, 1702 Camp Street, and better described as W 1/2 LT 5 ALL 6 BLK 1 B545 P553 10/84 HATTIESBURG HEIGHTS 3RD ADDITION 2-028P-08-105.00 PREV #:H0320-01-004 Block 001 Section 08 Township 04N Range 13W.

Publication:

**NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF
HATTIESBURG,
MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO
CLEAR ALL CODE VIOLATIONS**

TO: Annie Mae Chatman C/O Charles Chapman, 300 County Drive, Hattiesburg, MS 39401 and 678 Monroe Road, Hattiesburg, MS 39401, and to any and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a hearing at 4:00p.m. on Monday, March 19, 2012, in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

PARCEL: 39-92-7-13, 302 Willis Avenue, and better described as LT 10 BLK 7 BUSCHMAN J. H. SUB 2-038B-15-246.00 PREV #:H0092-07-013 Block 007 Section 15 Township 04N Range 13W.

Publication:

**NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF
HATTIESBURG,
MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO
CLEAR ALL CODE VIOLATIONS**

TO: City of Hattiesburg, P.O. Box 1898, Hattiesburg, MS 39403-1898 and 200 Forrest Street, Hattiesburg, MS 39401, Erma Lee Thompson, 610 W. North Street, Canton, MS 39046, Ronica Gordon, 312 N. Tipton Street, Hattiesburg, MS 39401, and to any and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a hearing at 4:00p.m. on Monday, March 19, 2012, in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

PARCEL: 30-628-1-5, 105 Harrell Street, and better described as N 1/2 LT 3 BLK 2 MCINNIS D. D. 3RD ADD 2-038C-16-234.00 PREV #:H0628-01-005 Block 002 Section 16 Township 04N Range 13W.

Publication:

**NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF
HATTIESBURG,
MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO
CLEAR ALL CODE VIOLATIONS**

TO: Aree Shelby C/O Edwinia Cole, 464 Pebble Beach Circle, University Park, IL 60466, and to any and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a hearing at 4:00p.m. on Monday, March 19, 2012, in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

PARCEL: 167B-5870-7-598, S. Hattiesburg Avenue, and better described as LOT 2 BLK 7 WASHINGTON HGTS S/D B231 P223 2/61 WASHINGTON HEIGHTS SUB 2-042E-26-100.00 PREV #:4550602 Block 007 Section 26 Township 04N Range 13W.

Publication:

**NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF
HATTIESBURG,
MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO
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TO: Felecia Ann King C/O First American Corporation, 1 First American Way, Santa Ana, CA 92707, and to any and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a hearing at 4:00p.m. on Monday, March 19, 2012, in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanliness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

PARCEL: 165D-5090-2-138B, 17 Collins Street, and better described as LOT 12 BLK 2 W A COLLINS ADD B233 P101 5/61 B532 P546 12/83 B545 11\90 642\640 4/91 650/655 4/24/92 670/058 12/1/92 681/440 4/24/92 670/58 W.A. COLLINS ADD PREV #:2250112 Block 002 Section 22 Township 04N Range 13W.

Publication:

**NOTICE OF HEARING BEFORE THE CITY COUNCIL OF THE CITY OF
HATTIESBURG,
MISSISSIPPI TO CONDEMN DILAPIDATED BUILDING (S) AND/OR TO
CLEAR ALL CODE VIOLATIONS**

TO: Oak Field LLC, P.O. Box 7, Lauderdale, MS 39335, Belinda F. Lee (No Known Address), and to any and all unknown persons claiming any right, title or interest in or to the hereinafter described property.

PLEASE TAKE NOTICE PURSUANT TO §21-19-11 of the Mississippi Code of 1972, as annotated and amended, the City Council of the City of Hattiesburg will hold a hearing at 4:00p.m. on Monday, March 19, 2012, in the Council room of the City Hall, Hattiesburg, MS to determine whether or not the hereinafter-described property is in such a state of uncleanness to be a menace to the public health and safety of the community. You have a right to file an answer and to appear at said hearing in person or otherwise and to offer your defense, if any. If, at such hearing, the City Council shall adjudicate the property in its then condition to be a menace to the health and safety of the community, the City of Hattiesburg shall, if the owner will not do so himself, proceed to have the land cleared pursuant to the aforesaid statute. The City of Hattiesburg may then adjudicate the costs plus penalty of cleaning said property and the costs may become assessment against the property, which shall be a lien against said property all as provided by statute, to wit:

PARCEL: 35-620-5-5, 205 Edna Street, and better described as LOTS 3 & 4 & S 10' OF LOT 5 BLK 5 B687 P055 2/93 LTS 3 & 4 & S 10 FT OF ST 5 BLK 5 B607 P484 12/88 B590 P100 6/81 B590 P513 11/87 B604 P677 B616 P330 5/89 B641 P391 10/31/90 DB 823 PG 295 8/23/99 MCINNIS D.D. 1ST ADD NEIGHBORHOOD PREV #H062-05-005 Block 005 Section 11 Township 04N Range 13W.

Publication:



City of Hattiesburg, MS

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

Master

File Number: 2012-0546

File ID: 2012-0546

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 02/14/2012

Brief Title: Professional Services Agreement with Neel-Schaffer, Inc. for the Shared-Use Pathway from Newman-Buschman Neighborhood to Chain Park.

Final Action: 02/21/2012

Minute Book Number: MB 2012-1/51

Title:

Authorize Mayor to Execute four originals of Agreement for Professional Services between the City of Hattiesburg and Neel-Schaffer, Inc. for the Shared-Use Pathway from Newman-Buschman Neighborhood to Chain Park, Project No. 8933.

Notes:

Sponsors:

Enactment Date:

Attachments: Newman-Buschman to Chain Park Pathway, Executed Agree.Neel Schaffer.pathway

Enactment Number:

Contact:

Meeting Date: 02/21/2012

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/21/2012	Authorize				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Authorize Mayor to Execute four originals of Agreement for Professional Services between the City of Hattiesburg and Neel-Schaffer, Inc. for the Shared-Use Pathway from Newman-Buschman Neighborhood to Chain Park, Project No. 8933.							
Council Vice President Ware asked Mr. Kuyrkendall about language that the Council previously requested be included in [professional services] contracts and stipulated that the language be added to the agreement. Mr. Kuyrkendall subsequently indicated that the language is included in this contract.							
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 2012-0546

Title

Authorize Mayor to Execute four originals of Agreement for Professional Services between the City of Hattiesburg and Neel-Schaffer, Inc. for the Shared-Use Pathway from Newman-Buschman Neighborhood to Chain Park, Project No. 8933.

Summary

Agreement for Professional Services between the City and Neel-Schaffer, Inc. for the Shared-Use Pathway from Newman-Buschman Neighborhood to Chain Park.

Budget Information

\$105,846.25

Expenditure Type

Purchasing Item

Publication Information

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

CITY OF HATTIESBURG

AND

NEEL-SCHAFFER, INC.

FOR

SHARED-USE PATHWAY FROM NEWMAN-BUSCHMAN NEIGHBORHOOD TO CHAIN PARK PROJECT NO. 8933

This is an Agreement made on _____, 2012, between the **CITY OF HATTIESBURG**, the **OWNER**, and **NEEL-SCHAFFER, INC.**, the **ENGINEER**.

The **OWNER** intends to initiate a project funded by

THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

which will make shared-use pathway improvements from the Newman-Buschman neighborhood to Chain Park and is described in more detail in **Exhibit A, *Project Description***, and hereinafter called the “**Project**.”

The **OWNER** and the **ENGINEER**, in consideration of the mutual covenants herein, agree with respect to the performance of professional engineering services by the **ENGINEER** with respect to the **Project** and the payment for these services by the **OWNER** as set forth herein.

SECTION 1 — BASIC SERVICES OF ENGINEER

1.1 **ENGINEER** shall provide for **OWNER** professional engineering services for all phases of the **Project** to which this **Agreement** applies as hereinafter provided. These services will include serving as **OWNER's** professional engineering representative for the **Project**, providing consultation and advice and furnishing customary engineering services.

1.2 When authorized in writing by **OWNER**, **ENGINEER** shall provide Basic Services for the Design Phase of the **Project** in accordance with **Exhibit B, "Scope of Design Phase Services."**

1.3 When authorized in writing by **OWNER**, **ENGINEER** shall provide Basic Services for the Construction Phase of the **Project** in accordance with **Exhibit C, "Scope of Construction Phase Services."**

1.4 "ENGINEER shall provide all written communications and a summary of all discussions, whether verbal or via electronic device, and shall forward said communications on a monthly basis or as needed to the Clerk of Council for distribution to the members of the Council."

SECTION 2 — ADDITIONAL SERVICES OF ENGINEER

If authorized in writing by **OWNER**, **ENGINEER** shall provide, or obtain from other qualified persons or

firms, Additional Services which are not included as part of the Basic Services specified in Section 1. Additional Services shall include, but are not limited to, the following:

2.1. Services resulting from significant changes in the general scope, extent or character of the **Project** designed or specified by **ENGINEER** or its design including, but not limited to, changes in size, complexity, **OWNER's** schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond **ENGINEER's** control.

2.2. Preparing documents for alternate bids requested by **OWNER** for Contractor's work which is not executed or documents for out-of-sequence work.

2.3. Services resulting from the award of more than one separate prime contract for construction, materials or equipment for the **Project** unless multiple awards were contemplated and included as part of Basic Services in Section 1.

2.4. Assistance in connection with rebidding or renegotiating contracts for construction which

involve modifying the Contract Documents to revise the **Project's** general scope, extent or character as necessary to reduce or increase the Construction Cost to bring it within the cost limit.

2.5. Preparing to serve or serving as a consultant or witness for **OWNER** in any litigation, arbitration or other legal or administrative proceeding involving the **Project**.

2.6. Services in making revisions to Contract Documents occasioned by the acceptance of substitutions proposed by Contractor; and services after the award of the construction contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.

2.7. Services resulting from significant delays in Project schedule which occurred through no fault of **ENGINEER**.

2.8. Additional or extended services during construction made necessary by (a) work damaged by fire or other cause during construction; (b) a significant amount of defective, neglected or delayed work of Contractor or supplier; (c) protracted or extensive assistance in the startup or utilization of any equipment or system; (d) acceleration of the progress schedule involving services beyond normal working hours; and (e) default or bankruptcy by Contractor.

2.9. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the **Project**.

2.10. Services during out-of-town travel required of **ENGINEER** other than visits to the **Project** site or **OWNER's** office.

2.11. Additional Services in connection with the **Project**, including services which are to be furnished by **OWNER** in accordance with Section 3 and services not otherwise provided for in Basic Services as specified in Section 1 of this **Agreement**.

SECTION 3 — OWNER's RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of **ENGINEER** and bear all costs incident thereto:

3.1. Designate in writing a person to act as **OWNER's** representative with respect to the services to be rendered under this **Agreement**. Such person shall have complete authority to transmit instructions, receive information, and interpret and define **OWNER's** policies and decisions with respect to **ENGINEER's** services for the **Project**.

3.2. Provide all criteria and full information as to **OWNER's** requirements for the **Project**, including design objectives and constraints; space, capacity and performance requirements; and flexibility,

expendability, and any budgetary limitations. Also furnish copies of design and construction standards which **OWNER** will require to be included in the Contract Documents.

3.3. Assist **ENGINEER** by placing at **ENGINEER's** disposal available information pertinent to the **Project** including previous reports; geotechnical information; utility locations; property descriptions, zoning, deed and other land use restrictions; and any other data relative to design or construction of the **Project**. **ENGINEER** shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the **OWNER**.

3.4. Arrange for access to and make all provisions for **ENGINEER** to enter upon public and private property as required for **ENGINEER** to perform services under this **Agreement**.

3.5. Examine studies, reports, sketches, drawings, specifications, proposals and other documents presented by **ENGINEER** and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.

3.6. Acquire property for easements and rights-of-way required for construction of the **Project**.

3.7. Give prompt written notice to **ENGINEER** whenever **OWNER** observes or

otherwise becomes aware of any development that affects the scope or timing of **ENGINEER's** services, or any defect or nonconformance in the work of the **ENGINEER** or of any Contractor.

SECTION 4 — PERIOD OF SERVICE

4.1. The provisions of this Section 4 and the various rates of compensation for **ENGINEER's** services provided for elsewhere in this **Agreement** have been agreed to in anticipation of the orderly and continuous progress of the **Project** through completion of all phases to which this **Agreement** applies. Specific periods of time and/or completion dates for rendering services are set forth in **Exhibit D, "Project Schedule."**

4.2. If **OWNER** requests modifications or changes in the scope, extent or character of the **Project**, or if periods of time and/or completion dates are exceeded through no fault of **ENGINEER**, the period of service and amount of compensation for **ENGINEER's** services shall be adjusted equitably.

4.3. In the event that the work designed or specified by **ENGINEER** is to be performed under more than one prime construction contract, the period of service and/or amount of compensation for **ENGINEER's** services shall be adjusted equitably unless multiple awards were contemplated and included as part of Basic Services

in Section 1.

SECTION 5 — PAYMENTS TO ENGINEER

5.1. **Methods of Payment.** OWNER shall pay ENGINEER for Basic Services rendered under Section 1 and Additional Services rendered under Section 2 in accordance with the provisions of Exhibit F, "Payments to Engineer."

5.2. **Times of Payment.** ENGINEER shall submit monthly statements for Basic and Additional Services rendered. For lump sum and percentage methods of payment, statements will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. For cost-plus-fixed-fee method of payment, the amount of fixed fee billed will be based on the proportion of the costs incurred at the time of billing to the maximum allowable costs established for this Agreement. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

5.3. **Delinquent Payments.** The OWNER recognizes time is critical with respect to payment of the ENGINEER's statements, and that timely payment is a material part of the consideration of this Agreement. ENGINEER's statements shall be due and payable within 30 calendar days of statement date. If OWNER objects to all or any portion of an invoice, OWNER shall notify the

ENGINEER within 14 calendar days of the invoice date, identify the cause of the disagreement and pay when due that portion of the statement not in dispute. If OWNER fails to make any payment due ENGINEER for services and expenses, excepting any portion of the statement in dispute, within 60 calendar days after receipt of ENGINEER's statement, the amounts due ENGINEER shall include a charge at the rate of one percent per month from the 60th day unless special arrangements have been previously made and agreed to by both parties in writing. Payment will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

5.4. **Termination Payment.** In the event of termination by OWNER or ENGINEER under Paragraph 6.2, OWNER shall pay ENGINEER for services and expenses provided to date of termination in accordance with the methods of payment specified in Paragraph 5.1.

5.5. **Records of Costs.** Records of costs pertinent to ENGINEER's compensation will be kept in accordance with generally accepted accounting principals. ENGINEER is only obligated to maintain these records for a period of three years following date of final payment for services rendered under this Agreement.

SECTION 6 — GENERAL TERMS AND CONDITIONS

6.1. Construction Cost.

6.1.1. **Opinions of Cost.** Since **ENGINEER** has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, **ENGINEER's** opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent **ENGINEER's** best judgment as an experienced and qualified professional, generally familiar with the construction industry; but **ENGINEER** cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by **ENGINEER**.

6.1.2. **Construction Cost Budget.** If a Construction Cost budget is established by written agreement between **OWNER** and **ENGINEER** and specifically set forth in this **Agreement** as a condition thereto, the following will apply:

6.1.2.1. The acceptance by **OWNER** at any time during the provision of services under this **Agreement** of a revised opinion of probable Construction Cost in excess of the then established budget will constitute a

corresponding revision in the Construction Cost budget to the extent indicated in such revised opinion.

6.1.2.2. Any Construction Cost budget so established will include a contingency of 10 percent unless another amount is agreed upon in writing.

6.1.2.3. **ENGINEER** will be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents and to make reasonable adjustments in the extent of the **Project** to bring it within the budget.

6.1.2.4. If proposals or bids have not been obtained within six months after completion of the Design Phase, the established Construction Cost budget will not be binding on **ENGINEER**, and **OWNER** shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Design Phase and the date on which proposals or bids are sought.

6.1.2.5. Use of an estimated or actual Construction Cost of the project as a basis of payment to the **ENGINEER** shall not be construed to mean that a Construction Cost budget has been established for the **Project**.

6.2. **Termination.** The obligation to provide further services under this **Agreement** may be

terminated by either party upon 30 calendar days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

6.3. **Suspension.** Upon 14 calendar days' written notice to the **ENGINEER**, the **OWNER** may suspend the **ENGINEER's** work. Suspension for any reason exceeding 60 calendar days shall, at the **ENGINEER's** option, make this **Agreement** subject to re-negotiation or termination as provided for elsewhere in this **Agreement**. Any suspension shall extend the period of service in a manner that is satisfactory to both the **OWNER** and the **ENGINEER**.

6.4. **Ownership and Reuse of Documents.**

6.4.1. Contract Documents and reports prepared by **ENGINEER** pursuant to this **Agreement** shall be the property of the **OWNER**. **ENGINEER** shall have the right to retain copies of all documents for his files.

6.4.2. Contract Documents prepared or furnished by **ENGINEER** and **ENGINEER's** independent professional associates and consultants, pursuant to this **Agreement** are instruments of service with respect to the **Project**. These documents are not intended or represented to be suitable for reuse by **OWNER** or others on extensions of the **Project** or on any other project. Any reuse without written

verification or adaptation by **ENGINEER** for the specific purpose intended will be at **OWNER's** sole risk and without liability or legal exposure to **ENGINEER**, or to **ENGINEER's** independent professional associates or consultants. **OWNER** shall indemnify and hold harmless **ENGINEER** and **ENGINEER's** independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle **ENGINEER** to further compensation at rates to be agreed upon by **OWNER** and **ENGINEER**.

6.5. **Insurance.**

6.5.1. The **ENGINEER** maintains workers' compensation insurance coverage and unemployment compensation coverage in an amount as required by state law; comprehensive general liability insurance with maximum limits of \$500,000/\$1,000,000; automotive liability insurance with maximum limits of \$500,000/ \$500,000; and professional liability insurance with an annual limit of \$500,000.

6.5.2. **OWNER** recognizes that the insurance market can be erratic and **ENGINEER** cannot guarantee to maintain the coverages identified above. **ENGINEER** will endeavor to do so, within the context of prudent business practices, and will notify the

OWNER of any change in coverage no later than 10 calendar days after **ENGINEER** becomes aware of such change. If coverage is withdrawn or if replacement policy will afford inadequate protection and/or will require a significantly increased premium when compared to prior coverage, the **ENGINEER** and the **OWNER** shall confer as to alternatives available, if any, and shall bargain in good faith in an attempt to achieve conditions acceptable to both.

6.6. **Personnel and Facilities.** The **ENGINEER** has, or will secure at his own expense, personnel, equipment and other materials and supplies required to perform the services under this **Agreement** within the period of service set forth in Section 4. **ENGINEER** may subcontract a portion of these services, but these Subcontractors shall be subject to written approval by the **OWNER**. Such personnel shall not be employees of nor have contractual relationship with the **OWNER**.

6.7. **Accounting System.** The **ENGINEER** shall maintain an accounting system which accounts for costs in accordance with generally accepted accounting principles. The **OWNER** reserves the right to audit the **ENGINEER's** accounts which relate to services provided under this **Agreement**.

6.8. **Successors and Assigns.** Neither **OWNER** nor **ENGINEER** shall assign any interest in

this **Agreement** without the prior written consent of the other and in no case shall assignment relieve assignor from liability under this **Agreement**. This **Agreement** shall bind the successors and legal representatives of both parties. Nothing in this **Agreement** shall give any rights or benefits to anyone other than **OWNER** and **ENGINEER**.

6.9. **Relationship.** The **OWNER** has retained **ENGINEER** to provide professional services. These parties have not entered into any joint venture or partnership with the other. The **ENGINEER** is not to be considered the agent of the **OWNER**.

6.10. **Standard of Care.** The **ENGINEER** will strive to perform services under this **Agreement** in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this **Agreement**, or in any report, opinion, document or otherwise.

6.11. **Indemnification.**

6.11.1. To the fullest extent permitted by law, the **ENGINEER** agrees to hold harmless and indemnify **OWNER** from and against liability arising out of **ENGINEER's** negligent performance of professional services under this **Agreement**. It is specifically

understood and agreed that in no case shall the **ENGINEER** be required to pay an amount disproportional to **ENGINEER's** culpability, or any share of any amount levied to recognize more than actual economic damages.

6.11.2. To the fullest extent provided by law, the **OWNER** agrees to hold harmless and indemnify **ENGINEER** from and against liability arising out of **OWNER's** negligence. It is specifically understood and agreed that in no case shall the **OWNER** be required to pay an amount disproportional to **OWNER's** culpability, or any share of any amount levied to recognize more than actual economic damages.

6.11.3. In the event of joint or concurrent negligence of **ENGINEER** and **OWNER**, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligency (including that of third parties) which caused the personal injury or property damage.

6.11.4. The **OWNER** shall not be liable to the **ENGINEER** and the **ENGINEER** shall not be liable to the **OWNER** for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the

OWNER, or the **ENGINEER** or their employees, agents or subcontractors.

6.12. Recovery of Dispute Resolution Costs.

In the event that legal action is brought by either party against the other, the prevailing party shall be reimbursed by the other for the prevailing party's legal costs, in addition to whatever other judgments or settlement amounts, if any, may be due.

6.13. **Compliance with Codes and Standards.** The **ENGINEER's** professional services shall incorporate those publicly announced federal, state and local laws, regulations, codes and standards that are applicable at the time the services are rendered. In the event of a change in a law, regulation, et al., the **ENGINEER** shall assess its impact. If, in the **ENGINEER's** professional opinion, the impact is such to significantly affect the **ENGINEER's** compensation or the period of service, then the compensation and/or period of service can be renegotiated.

6.14. **Force Majeure.** Neither **OWNER** nor **ENGINEER** shall be liable for faults or delays caused by any contingency beyond his control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

6.15. **Separate Provisions.** If any provisions of this **Agreement** are held to be invalid or

unenforceable, the remaining provisions shall be valid and binding.

6.16. **Risk Allocation.** The **OWNER** recognizes that **ENGINEER's** fee includes allowance for funding a variety of risks which affect the **ENGINEER** by virtue of his agreeing to perform services on the **OWNER's** behalf. One of these risks stems from the **ENGINEER's** potential for human error. In order for the **OWNER** to obtain the benefits of a fee which includes a lesser allowance for risk funding, the **OWNER** agrees to limit the **ENGINEER's** liability to the **OWNER** and all contractors arising from the **ENGINEER's** professional acts, errors or omissions, such that the total aggregate liability of the **ENGINEER** to all those named shall not exceed \$50,000 or the **ENGINEER's** total fee for services rendered on this project, whichever is greater.

6.17. **Period of Repose.** Any applicable statute of limitations shall commence to run and any alleged course of action shall be deemed to have accrued not later than the completion of services to be performed by **ENGINEER**.

6.18. **Hazardous Materials.**

6.18.1. When hazardous materials are known, assumed or suspected to exist at a project site, **ENGINEER** is required to take appropriate

precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public.

OWNER hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform **ENGINEER** in writing prior to initiation of services under this Agreement.

6.18.2. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. **OWNER** agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. **ENGINEER** agrees to notify **OWNER** as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. **OWNER** waives any claim against **ENGINEER** and agrees to indemnify, defend and hold **ENGINEER** harmless from any claim or liability for injury or loss arising from **ENGINEER's** encountering unanticipated hazardous materials or suspected hazardous materials. **OWNER** also agrees to compensate **ENGINEER** for any time spent and expenses incurred by **ENGINEER** in defense of any such claim.

6.19. **Subsurface Conditions and Utilities.**

6.19.1. The **OWNER** recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of **ENGINEER**, or **ENGINEER's** subconsultants, with appropriate equipment may fail to detect certain hidden conditions. The **OWNER** also recognizes that actual environmental, geological and geotechnical conditions that **ENGINEER** properly inferred to exist between sampling points may differ significantly from those that actually exist.

6.19.2. **ENGINEER** will locate utilities which will affect the **Project** from information provided by the **OWNER** and utility companies and from **ENGINEER's** surveys. In that these utility locations are based, at least in part, on information from others, **ENGINEER** cannot and does not warrant their completeness and accuracy.

6.19.3. **OWNER** waives any claim against **ENGINEER** and agrees to indemnify, defend and hold **ENGINEER** harmless from any and all damage, liability or cost for any property damage, injury or economic loss arising from errors or inaccuracies of information related to subsurface investigations or underground utilities in Contract Documents prepared by **ENGINEER** or **ENGINEER's** subconsultants, except for damage caused by sole negligence of **ENGINEER**.

6.20. **Anticipated Change Orders.** **OWNER** recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in Contract Documents; that all details of a completed project are not intended to be covered in the Contract Documents; that a certain amount of errors, omissions, ambiguities and inconsistencies are to be expected in Contract Documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the Contract Documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of Change Orders are to be expected. As long as **ENGINEER** provides services within professional standards and the standard of care of **ENGINEER's** profession in accordance with paragraph 6.10, **OWNER** agrees not to make any claim against **ENGINEER** for cost of these Change Orders unless these costs become a significant part of the construction contract amount. In no case will **OWNER** make claim against **ENGINEER** for costs incurred if the Change Order work is a necessary part of the **Project** for which **OWNER** would have incurred costs if work had been included originally in the Contract Documents unless **OWNER** can demonstrate that such costs were higher through issuance of the Change Order than they would

have been if originally included in the Contract Documents in which case any claim of **OWNER** against **ENGINEER** will be limited to the cost increase and not the entire cost of the Change Order.

6.21. **Value Engineering.** If the **OWNER** retains the services of a **VALUE ENGINEER (VE)** to review the Contract Documents prepared by the **ENGINEER**, it shall be at the **OWNER's** sole expense and shall be performed in a timely manner so as not to delay the orderly progress of the **ENGINEER's** services. The **OWNER** shall promptly notify the **ENGINEER** of the identity of the **VE** and shall define the **VE's** scope of services and responsibilities for the **ENGINEER**. All recommendations of the **VE** shall be given to the **ENGINEER** for review, and adequate time will be provided to the **ENGINEER** to respond to these recommendations. If the **ENGINEER** objects to any recommendations made by the **VE**, it shall so state in writing to the **OWNER**, along with the reasons for objecting. If the **OWNER** requires the incorporation of changes in the Contract Documents to which the **ENGINEER** has objected, the **OWNER** agrees, to the fullest extent permitted by law, to waive all claims against the **ENGINEER** and to indemnify and hold harmless the **ENGINEER** from any damages, liabilities or costs, including reasonable attorneys'

fees and costs of defense, which arise in connection with or as result of the incorporation of such changes required by the **OWNER**. In addition, the **ENGINEER** shall be compensated for services necessary to incorporate recommended **VE** changes into reports, drawings, specifications, bidding or other documents. The **ENGINEER** shall be compensated as Additional Services for all time spent to prepare for, review and respond to the recommendations of the **VE**. The **ENGINEER's** time for performance of its services shall be equitably adjusted.

6.22. **Affirmative Action.** During the performance of this **Agreement**, the **ENGINEER** agrees to take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex or national origin.

6.23. **Conflicts.** In the event of a conflict between the main text of this **Agreement** and any appendix thereof, provisions of the main text shall govern.

6.24. **Governing Law.** The laws of the State of Mississippi will govern the validity of this **Agreement**, its interpretations and performance, and remedies for any claims related to this **Agreement**.

6.25. **Separate Provisions.** If any provisions

of this **Agreement** are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

6.26. The **ENGINEER** authorizes Michael W. Essary, Registered Professional Engineer No. 11856 in the State of Mississippi, to act on his behalf for this **Project**.

SECTION 7 — DEFINITIONS

As used herein, the following words and phrases have the meanings indicated, unless otherwise specified in various sections of this Agreement:

7.1. **Addenda.** Written or graphic instruments issued prior to the opening of bids which clarify, correct or change the bidding documents or the Contract Documents.

7.2. **Agreement.** This contract including all exhibits and documents included by reference.

7.3. **Application for Payment.** The form accepted by **ENGINEER** which is to be used by Contractor in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

7.4. **Bid.** The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the construction work to be performed.

7.5. **Change Order.** A document

recommended by **ENGINEER** which is signed by Contractor and **OWNER** and authorizes an addition, deletion or revision in the construction work, or an adjustment in the contract

price or the contract time, issued on or after the effective date of the construction contract.

7.6. **Contract Documents.** The drawings and specifications, addenda, and other documents required to obtain bids from contractors for construction of the **Project**.

7.7. **Contractor.** The person, firm or corporation with whom **OWNER** has entered into a contract for construction of the **Project**.

7.8. **Construction Cost.** Total cost of entire **Project** to **OWNER** not including **ENGINEER's** compensation and expenses, cost of land and rights-of-way, or compensation for or damages to properties, unless this **Agreement** so specifies; nor will it include **OWNER's** legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the **Project** or the cost of services to be provided by others to **OWNER** pursuant to Section 3 of this **Agreement**.

7.9. **Direct Labor Costs.** Salaries and wages paid to **ENGINEER's** personnel engaged directly on the **Project**, including engineers, draftsmen, technicians, designers, surveyors, resident project

representatives and other technical and administrative personnel; but does not include indirect payroll related costs or fringe benefits.

7.10. **Drawings.** The drawings which show the character and scope of the **Project** and which have been prepared or approved by **ENGINEER** and are referred to in the Contract Documents.

7.11. **Reimbursable Expenses.** Actual expenses incurred by **ENGINEER** directly in connection with providing services for the **Project**. These include, but are not limited to, transportation and subsistence; reproduction and printing; communications; postage and express mail; equipment rental; and expense of computers and other specialized equipment.

7.12. **Resident Project Representative.** The authorized representative of **ENGINEER** who is assigned to the construction site or any part thereof for the purpose of observing the performance of the work of the Contractor.

7.13. **Shop Drawings.** All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for Contractor to illustrate some portion of the work and all illustrations, brochures, standard schedules and other information prepared by a Supplier and submitted by Contractor to illustrate material or equipment for some portion of the **Project**.

7.14. **Specifications.** Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the **Project** and certain administrative details applicable thereto.

7.15. **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 **Project** at the site.

7.16. **Supplier** A manufacturer, fabricator, supplier, distributor, material man or vendor of products or equipment used in construction of the project.

SECTION 8 — SPECIAL PROVISIONS AND EXHIBITS

8.1. This **Agreement** is subject to the following Special Provisions.

8.2. The following Exhibits are attached to and made a part of this **Agreement**.

8.2.1. Exhibit A, "Project Description."

8.2.2. Exhibit B, "Scope of Design Phase Services"

8.2.3. Exhibit C, "Scope of Construction Phase Services"

8.2.4. Exhibit D, "Project Schedule."

8.2.5. Exhibit E, "Special Provisions and Regulations Stipulated by the U.S.

Department of Housing and Urban
Development (HUD): Community
Development Block Grant (CDBG)
Program."

8.2.6. Exhibit F, "Payments to Engineer."

constitute the entire agreement between **OWNER** and
ENGINEER and supersede all prior written and oral
understandings. This **Agreement** and said Exhibits
may only be amended, supplemented, modified or
canceled through a duly executed written instrument.

8.3. This **Agreement**, consisting of Pages 1 to 16,
inclusive, together with the Exhibits identified above,

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

OWNER: CITY OF HATTIESBURG

ENGINEER: NEEL-SCHAFER, INC.

BY: _____

BY: Michael W. Gray

TITLE: _____

TITLE: Vice President

WITNESS: _____

WITNESS: Debbie Crosby

EXHIBIT A

PROJECT DESCRIPTION

The project shall generally consist of design and preparation of construction plans and contract documents to extend the Long Leaf Trace, a shared-use pathway, from the Newman-Buschman Neighborhood to Chain Park.



PROJECT MAP



A-2

EXHIBIT B

SCOPE OF DESIGN PHASE SERVICES

1 PRELIMINARY DESIGN PHASE

After execution of the Agreement, the Preliminary Design Phase will be initiated and the **ENGINEER** shall:

- 1.1 Consult with the **OWNER** to clarify and define the **OWNER's** requirements for the Project.
- 1.2 Assemble and review available data which may be pertinent to the Project.
- 1.3 Make surveys needed for design of the Project, including locating utilities which are visually apparent. Establish horizontal and vertical control as necessary for construction of the Project.
- 1.4 Perform subsurface explorations and geotechnical analyses to determine general subsurface conditions and parameters for final design of the Project. The **OWNER** recognizes that even a comprehensive sampling and testing program implemented by trained and experienced personnel with appropriate equipment may fail to detect certain hidden conditions. **OWNER** also recognizes that actual environmental, geological and geotechnical conditions that the **ENGINEER** properly inferred to exist between sampling points may differ significantly from those that actually exist.
- 1.5 Identify and analyze requirements of governmental authorities having jurisdiction to approve the Project with whom consultation is to be undertaken in connection with the Project.
- 1.6 Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.
- 1.7 Develop criteria for rights-of-way, working easements and permanent easements. Indicate preliminary rights-of-way and easement requirements on drawings. Determine apparent ownership of property where easements are required.
- 1.8 Locate telephone, electric power, gas, water, sewer and other utilities which will affect the Project from information provided by the **OWNER** and utility companies and from the **ENGINEER's** surveys. In that these utility locations are based, at least in part, on information from others, the **ENGINEER** cannot and does not warrant their completeness or accuracy.
- 1.9 Based on the information contained in the preliminary design documents, prepare an opinion of probable construction costs.
- 1.10 Furnish one copy of above preliminary design documents to **OWNER** for review
- 1.11 Schedule progress meetings as required to effectively coordinate with the **OWNER**; prepare minutes of these progress meetings; and prepare a design progress report monthly for the preceding month's work which shall accompany the **ENGINEER's** monthly statement.
- 1.12 The **ENGINEER's** services under the Preliminary Design Phase will be considered complete no later than 30 days after the date when preliminary design documents are delivered to the **OWNER** plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the preliminary design documents, if such

approval is to be obtained during the Preliminary Design Phase.

2 FINAL DESIGN PHASE

After receiving written authorization to proceed with the Final Design Phase, the **ENGINEER** shall:

- 2.1 Modify preliminary design documents as necessary to reflect **OWNER's** comments.
- 2.2 Perform detailed design.
- 2.3 On the basis of approved preliminary design documents (including **OWNER's** comments) and detailed design, prepare final design documents to include final construction drawings, specifications and contract documents.
- 2.4 Conduct plan-in-hand inspection of the project site with **OWNER** and representatives of governmental agencies which may have jurisdiction over the Project.
- 2.5 Meet as necessary with representatives of utility companies to resolve utility issues.
- 2.6 Prepare a project notebook containing copies of all design calculations, equipment and component data sheets, manufacturer's catalog cuts, survey books/notes, correspondence and other information.
- 2.7 Based on information contained in the final design documents, prepare a revised opinion of probable construction costs.
- 2.8 Provide technical criteria, written descriptions and design data for **OWNER's** use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to review or approve the final design of the Project and assist **OWNER** in consultations with appropriate authorities.
- 2.9 Furnish one set of the above final design documents to the **OWNER** for review and approval
- 2.10 Schedule progress meetings as required to effectively coordinate with the **OWNER**; prepare minutes of these progress meetings; and prepare a design progress report monthly for the preceding month's work which shall accompany the **ENGINEER's** monthly statement.
- 2.11 The **ENGINEER's** services under the Final Design Phase will be considered complete at the earlier of (1), the date when the final design documents have been accepted by the **OWNER**, or (2), 30 days after the date when the final design documents are delivered to the **OWNER** for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the final design documents if such approval is to be obtained during the Final Design Phase.

EXHIBIT C

SCOPE OF CONSTRUCTION PHASE SERVICES

I BIDDING AND CONTRACTING PHASE

After the **OWNER** has authorized the project for bidding, the Bidding and Contracting Phases will be initiated and the **ENGINEER** shall:

- 1.1 Prepare and issue Contract Documents to prospective bidders, and maintain a record of their issuance.
- 1.2 Prepare and issue Addenda as appropriate to interpret, clarify, correct or expand Contract Documents to each known procurer of the Contract Documents.
- 1.3 Provide information on the general scope, unusual conditions and desired sequence of construction as requested by procurers of Contract Documents.
- 1.4 Conduct a pre-bid conference if requested by the **OWNER**.
- 1.5 Assist the **OWNER** in advertising for and obtaining bids for the contract for construction.
- 1.6 Consult with and advise the **OWNER** as to the acceptability of subcontractors, suppliers, and other persons or organizations proposed by the prime Contractor as required by the Contract Documents.
- 1.7 Consult with and advise the owner as to the acceptability of substitute materials and equipment proposed by the Contractor when substitution prior to the award of contracts is allowed by the Contract Documents.
- 1.8 Attend the bid opening, prepare bid tabulation sheets and assist owner in evaluating bids.
- 1.9 Assist the **OWNER** in the preparation of the documents necessary to complete the award.
- 1.10 Conduct a preconstruction conference.
- 1.11 The Bidding and Contracting Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

2 CONSTRUCTION PHASE

General Administration of Construction Contract.

- 2.1 The **ENGINEER** shall consult with and advise **OWNER** and act as **OWNER'S** representative; shall issue all instructions of **OWNER** to Contractor; and shall act as initial interpreter of the Contract Documents and judge of the acceptability of the work thereunder.
- 2.2 Visits to Site and Observation of Construction.

2.2.1

The **ENGINEER** shall make visits to the site at intervals appropriate to the various stages of construction as he deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. Based on information obtained during such visits and on such observations, the **ENGINEER** shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and shall keep **OWNER** informed of the progress of the work. The purpose of the **ENGINEER'S** visits to the site will be to enable him to carry out the duties and responsibilities assigned to and undertaken by him during the Construction Phase, and, in addition, through his experience as a qualified design professional, to provide for **OWNER** a greater degree of confidence that the completed work of Contractor will conform generally to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, the **ENGINEER** shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work; nor shall the **ENGINEER** have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, the **ENGINEER** can neither guarantee the performance of the construction contract by Contractor nor assume responsibility for Contractor's failure to furnish and perform his work in accordance with the Contract Documents.

2.2.2

Defective Work. During such site visits and on the basis of such observations, the **ENGINEER** may recommend to the **OWNER** disapproval or rejection of Contractor's work if the **ENGINEER** believes that such work will not produce a completed Project which conforms generally with the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

2.2.3

Clarifications and Interpretations; Change Orders. The **ENGINEER** shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. In connection therewith, if appropriate, the **ENGINEER** shall recommend Change Orders to **OWNER** and shall prepare Change Orders as required.

2.2.4

Shop Drawings. The **ENGINEER** shall review and approve (or take other appropriate action in respect of) Shop Drawings, samples and other data which Contractor is required to submit, but only for conformance with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

2.2.5

Substitutes. The **ENGINEER** shall evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

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- 2.2.6 Inspections and Tests. The **ENGINEER** shall have authority, as **OWNER'S** representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
- 2.2.7 Applications for Payment. Based on the **ENGINEER'S** on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules:
- 2.2.7.1 The **ENGINEER** shall determine the amounts owed to Contractor and recommend in writing payments to Contractor in such amounts. Such recommendations of payment will constitute a representation to **OWNER**, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the **ENGINEER'S** knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents. In the case of unit price work, the **ENGINEER'S** recommendations of payment will include final determinations of quantities and classification of such work (subject to any subsequent adjustments allowed by the Contract Documents).
- 2.2.7.2 By recommending any payment, the **ENGINEER** shall not thereby be deemed to have represented that on-site observations made by the **ENGINEER** to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to the **ENGINEER** in this Agreement and the Contract Documents. The **ENGINEER'S** review of Contractor's work for the purposes of recommending payments will not impose on the **ENGINEER** responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on the **ENGINEER** to make any examination to ascertain how or for what purposes any Contractor has used the monies paid on account of the contract price, or to determine that title to any of the work, materials or equipment has passed to **OWNER** free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between **OWNER** and Contractor that might affect the amount that should be paid.
- 2.2.8 Contractor's Completion Documents. The **ENGINEER** shall receive, review and transmit to **OWNER** with written comments maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of the Contract Documents); and shall transmit them to **OWNER** with written comments.
- 2.2.9 Substantial Completion. Following notice from Contractor that Contractor considers the entire work ready for its intended use, the **ENGINEER** and **OWNER**, accompanied by Contractor, shall conduct an inspection to determine if the work is substantially complete. If, after considering any objections of **OWNER**, the **ENGINEER** considers the work
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substantially complete, the **ENGINEER** shall deliver a certificate of substantial completion to **OWNER** and Contractor.

- 2.2.10 Final Notice of Acceptability of the Work. The **ENGINEER** shall conduct a final inspection to determine if the completed work of Contractor is acceptable so that the **ENGINEER** may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, the **ENGINEER** shall also provide a notice that the work is acceptable to the best of the **ENGINEER's** knowledge, information and belief and based on the extent of the services performed and furnished by the **ENGINEER** under this Agreement.
- 2.2.11 Record Documents. Upon completion of the work, the **ENGINEER** shall compile for and deliver to the **OWNER** a complete set of record documents conforming to information furnished to the **ENGINEER** by the Contractor. This set of documents shall consist of record specifications and reproducible record drawings showing the reported location of the work. In that record documents are based on information provided by others, the **ENGINEER** cannot and does not warrant their accuracy.
- 2.2.12 Limitation of Responsibilities. The **ENGINEER** shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor, any supplier, or of any other person or organization at the site or otherwise furnishing or performing any of the work. The **ENGINEER** shall not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents.
- 2.2.13 Progress Meetings and Reports. During construction, the **ENGINEER** will schedule and conduct monthly progress meetings with the **OWNER**, Contractor and appropriate subcontractors, if any, to discuss progress, scheduling problems, conflicts and observations of all parties involved. The **ENGINEER** shall also prepare minutes of the meeting. The **ENGINEER** shall also prepare a construction progress report monthly which shall be submitted to **OWNER** by the 10th day of each month for the preceding month's work. This report shall accompany the Contractor's and the **ENGINEER'S** monthly payment requests.
- 2.2.14 Duration of Construction Phase. The Construction Phase will commence with the execution of the construction contract for the Project or any part thereof and will terminate upon written recommendation by the **ENGINEER** of final payment and submission of record documents to **OWNER**.

3 RESIDENT PROJECT REPRESENTATIVE

- 3.1 The **ENGINEER** shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist the **ENGINEER** in observing progress and quality of the work of the Contractor.
- 3.2 Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, the **ENGINEER** shall endeavor to provide further protection for **OWNER** against defects and deficiencies in the work of the Contractor; but, the furnishing of such services will not make the **ENGINEER** responsible for or give him control over construction means, methods, techniques, sequences or

procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the work in accordance with the Contract Documents.

3.3 The duties and responsibilities of the RPR are limited to those of the **ENGINEER** in his agreement with the **OWNER** and in the construction Contract Documents, and are further limited and described as follows:

3.3.1 General Duties: RPR is the **ENGINEER'S** agent at the site and will act as directed by and under the supervision of the **ENGINEER** and will confer with the **ENGINEER** regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with the **ENGINEER** and Contractor keeping **OWNER** advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with **OWNER** with the knowledge of and under the direction of the **ENGINEER**.

3.3.2 Specific Duties and Responsibilities of RPR

3.3.2.1 Schedules. Review the progress schedule and schedule of Shop Drawing submittals prepared by Contractor and consult with the **ENGINEER** concerning acceptability.

3.3.2.2 Conferences and Meetings. Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

3.3.2.3 Liaison: Serve as the **ENGINEER'S** liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist the **ENGINEER** in serving as **OWNER'S** liaison with Contractor when Contractor's operations affect **OWNER'S** on-site operations.

3.3.2.4 Assist in obtaining from **OWNER** additional details or information, when required for proper execution of the work.

3.3.2.5 Shop Drawings and Samples: Record date of receipt of Shop Drawings and samples.

3.3.2.5.1 Receive samples which are furnished at the site by Contractor, and notify the **ENGINEER** of availability of samples for examination.

3.3.2.5.2 Advise the **ENGINEER** and Contractor of the commencement of any work requiring a Shop Drawing or sample if the submittal has not been approved by the **ENGINEER**.

3.3.2.6 Review of Work, Rejection of Defective Work, Inspections and Tests: Conduct on-site observations of the work in progress to assist the **ENGINEER** in determining if the work is in general proceeding in accordance with the Contract Documents.

3.3.2.6.1 Report to the **ENGINEER** whenever RPR believes that any work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any

inspection, test or approval required to be made; and advise the **ENGINEER** of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

- 3.3.2.6.2 Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to the **ENGINEER** appropriate details relative to the test procedures and startups.
- 3.3.2.6.3 Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report these results to the **ENGINEER**.
- 3.3.2.7 Interpretation of Contract Documents. Report to the **ENGINEER** when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by the **ENGINEER**.
- 3.3.2.8 Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to the **ENGINEER**. Transmit to Contractor in writing decisions as issued by the **ENGINEER**.
- 3.3.2.9 Records: Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all addenda, Change Orders, additional Drawings issued subsequent to the execution of the contract, the **ENGINEER'S** clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to Contractor and other Project related documents.
- 3.3.2.9.1 Prepare a daily report or keep a diary or logbook, recording Contractor's hours on the job site, weather conditions, data relative to questions of Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the **ENGINEER**.
- 3.3.2.9.2 Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
- 3.3.2.9.3 Reports: Furnish the **ENGINEER** periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawings and sample submittals.
- 3.3.2.10 Consult with the **ENGINEER** in advance of scheduled major tests, inspections or start of important phases of the work.
- 3.3.2.11 Draft and recommend to the **ENGINEER** proposed Change Orders, obtaining backup material from Contractor.
- 3.3.2.12 Report immediately to the **ENGINEER** and **OWNER** the occurrence of any accident.
- 3.3.2.13 Payment Requests. Review applications for payment with Contractor for compliance with the established procedure for submission and forward with recommendations to the **ENGINEER**,

noting particularly the relationship of the payment requested to the work completed and materials and equipment delivered at the site but not incorporated in the work.

- 3.3.2.14 Certificates, Maintenance and Operation Manuals. During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the **ENGINEER** for review and forwarding to **OWNER** prior to final payment for the work.
- 3.3.2.15 Completion: Before the **ENGINEER** certifies substantial completion, submit to Contractor a list of observed items requiring completion or correction.
- 3.3.2.16 Observe whether Contractor has performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.
- 3.3.2.17 Conduct a final inspection in the company of the **ENGINEER**, **OWNER**, and Contractor and prepare a final list of items to be completed or corrected.
- 3.3.2.18 Observe whether all items on final list have been completed or corrected and make recommendations to the **ENGINEER** concerning acceptance.
- 3.4 Limitations of Authority of the Resident Project Representative: Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by the **ENGINEER**.
 - 3.4.1 Shall not exceed limitations of the **ENGINEER'S** authority as set forth in the Contract Documents and this Agreement.
 - 3.4.2 Shall not undertake any of the responsibilities of Contractor, subcontractors, suppliers or Contractor's superintendent.
 - 3.4.3 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
 - 3.4.4 Shall not advise on, issue directions regarding to, or assume control over safety precautions and programs in connection with the work.
 - 3.4.5 Shall not accept Shop Drawings or sample submittals from anyone other than Contractor.
 - 3.4.6 Shall not authorize **OWNER** to occupy the Project in whole or in part.
 - 3.4.7 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the **ENGINEER**.

EXHIBIT D

PROJECT SCHEDULE

The time periods for performance of Basic Services specified in Section 1 and Exhibit B, "Scope of Design Phase Services", and Exhibit C, "Scope of Construction Phase Services", are stipulated as indicated below:

- 1.1 Design Phase services will be completed and **ENGINEER's** documentation and revised opinion of probable construction costs submitted within 90 days following **OWNER's** review of Preliminary Design Phase documents and subsequent written authorization to proceed with Final Design Phase. Approval of the Norfolk Southern Railroad Permit may require additional time beyond the 90 days for design.
- 1.2 Construction Phase services will begin with Bidding, when **OWNER** authorizes the **Project** for bidding and continue with the issuance of a notice to proceed to the **Contractor** and will extend for a period of time including the **Contractor's** time for performance as specified in the Contract Documents and an additional 30 days to prepare and process completion documents and record drawings.

EXHIBIT E

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 or construction 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, 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**
Contracts, Subcontracts, and subgrants of amounts in excess of \$2,000 shall 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 this 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 shall comply 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 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

Contracts, subcontracts, and subgrants of amounts in excess of \$10,000 shall 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 of 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

Contracts, Subcontracts, and subgrants of amounts in excess of \$10,000 shall 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;
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; and
4. 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 (See Attachment A)

Contracts, subcontracts, and subgrants of amounts in excess of \$100,000 shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 17010) requiring that to the 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 special provisions and regulations stipulated by HUD and the CDBG Program.

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 gives 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 21-39-1, Mississippi Code Annotated (1972), which prohibits municipal officers and employees from having or owning any interest or share, individually or as agent or employee of any person or corporation, either directly or indirectly, 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 of 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 Section 97-11-19, Mississippi Code Annotated (Supp. 1982), which prescribes a criminal penalty for any public officer who has an interest in any contract passed by the board of which he is a member during the term he was a member and for one year thereafter.

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 of part of this Contract or to any benefit to arise therefrom.

22. **Interest of Contractor**

The Contracted Party stipulates that they presently have 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 their services hereunder. The Contracted Party further agrees 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 subcontractor

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-276a5), 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 regulation issued by the Secretary of the HUD 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) that 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 Contracted Party shall 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

The Contracted Party shall 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 HUD 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, any other form of direct or indirect Federal assistance.

29. Historic Preservation

The Contracted Party agrees to assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 *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

The Contracted Party agrees 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. Procurement

The subgrantee must comply with all state and Federal laws dealing with purchasing and acquisition for goods, services and other allowable cost as specified in the application.

32. 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.

33. **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.

34. **Third-Party Contracts**

The Subgrantee shall include in all contracts with Participating Parties receiving grant funds provisions requiring the following:

1. Each Participating Party shall keep and maintain books, records, and other documents relating directly to the receipt and disbursement of such grant funds.
2. Any duly authorized representative of the Mississippi Development Authority, HUD, 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.
3. 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, HUD, and 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.
4. Federal Labor Standards Provisions as required by 29 CFR Part 5.5, para (a), and any such other clauses as the Grantee may require.
5. The Contracted Party shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contracted Party by the terms of the Special Provisions and Regulations Stipulated by HUD and the CDBG Program, and to give the Contracted Party the same power as the Grantee may exercise over the Contracted Party under any provision of the contract documents.

35. **Bonding Requirements**

For construction of facility improvement contracts or subcontracts exceeding \$100,000, the minimum requirements are as follows:

1. A bid guarantee from each bidder equivalent to five percent of the bid price.
2. A performance bond from the contractor for 100 percent of the contract price.
3. A payment bond from the contractor for 100 percent of the contract price.

For construction or facility improvement contracts or subcontracts of \$100,000 or less, the contracted party shall conform to the insurance requirements set forth by the Grantee and stipulated in contract documents between the Contracted Party and the Grantee.

36. **Insurance Requirements**

The contracted party shall conform to the insurance requirements set forth by the Grantee and stipulated in contract documents between the contracted party and the Grantee.

37. **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.

38. 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).

ATTACHMENT A

All Section 3 covered contracts shall include the following clause (24 CFR Part 135.38):

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S.C. 1701 u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by 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.
2. 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.
3. The contractor agrees to send each labor organization or representative or worker with which the contractor has collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's 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; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR 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 of knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before 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.
6. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of contract for default, and debarment or suspension from future HUD assisted contracts.
7. 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. 450e) 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).

EXHIBIT F

PAYMENTS TO ENGINEER

1.1 For Basic Services

Owner will pay **ENGINEER** for Basic Services rendered under Section 1, as supplemented by Exhibit B, "Scope of Design Phase Services" and Exhibit C, "Scope of Construction Phase Services", the following amounts:

1.1.1 Design Phase Services (Including Surveys)
Fixed Fee Amount of \$37,450.00.

1.1.2 Railroad Permit (Norfolk Southern)
Fixed Fee Amount of \$11,186.25

1.1.3 Resident Project Representation Services
Fixed Fee Amount of \$57,210.00

1.2 For Additional Services: **OWNER** shall pay **ENGINEER** for Additional Services approved and rendered under Section 2 on the basis of **ENGINEER's** Direct Labor Costs times a factor of 2.9 plus Reimbursable Expenses. Sub-consultants will be billed at actual cost times a factor of 1.1. Such Additional Services include but may not be limited to:

- Right-of-Way Acquisition
- Traffic Analysis
- Wetlands Mitigation
- Cultural Resource Survey
- Boundary Survey
- Resident Project Representative services beyond the specified contract period

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

CITY OF HATTIESBURG

AND

NEEL-SCHAFFER, INC.

FOR

SHARED-USE PATHWAY FROM NEWMAN-BUSCHMAN NEIGHBORHOOD TO CHAIN PARK PROJECT NO. 8933

This is an Agreement made on February 21, 2012, between the **CITY OF HATTIESBURG**, the **OWNER**, and **NEEL-SCHAFFER, INC.**, the **ENGINEER**.

The **OWNER** intends to initiate a project funded by

THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

which will make shared-use pathway improvements from the Newman-Buschman neighborhood to Chain Park and is described in more detail in **Exhibit A, *Project Description***, and hereinafter called the "**Project**."

The **OWNER** and the **ENGINEER**, in consideration of the mutual covenants herein, agree with respect to the performance of professional engineering services by the **ENGINEER** with respect to the **Project** and the payment for these services by the **OWNER** as set forth herein.

SECTION 1 — BASIC SERVICES OF ENGINEER

1.1 **ENGINEER** shall provide for **OWNER** professional engineering services for all phases of the **Project** to which this **Agreement** applies as hereinafter provided. These services will include serving as **OWNER's** professional engineering representative for the **Project**, providing consultation and advice and furnishing customary engineering services.

1.2 When authorized in writing by **OWNER**, **ENGINEER** shall provide Basic Services for the Design Phase of the **Project** in accordance with **Exhibit B, "Scope of Design Phase Services."**

1.3 When authorized in writing by **OWNER**, **ENGINEER** shall provide Basic Services for the Construction Phase of the **Project** in accordance with **Exhibit C, "Scope of Construction Phase Services."**

1.4 "**ENGINEER** shall provide all written communications and a summary of all discussions, whether verbal or via electronic device, and shall forward said communications on a monthly basis or as needed to the Clerk of Council for distribution to the members of the Council."

SECTION 2 — ADDITIONAL SERVICES OF ENGINEER

If authorized in writing by **OWNER**, **ENGINEER** shall provide, or obtain from other qualified persons or

firms, Additional Services which are not included as part of the Basic Services specified in Section 1. Additional Services shall include, but are not limited to, the following:

2.1. Services resulting from significant changes in the general scope, extent or character of the **Project** designed or specified by **ENGINEER** or its design including, but not limited to, changes in size, complexity, **OWNER's** schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond **ENGINEER's** control.

2.2. Preparing documents for alternate bids requested by **OWNER** for Contractor's work which is not executed or documents for out-of-sequence work.

2.3. Services resulting from the award of more than one separate prime contract for construction, materials or equipment for the **Project** unless multiple awards were contemplated and included as part of Basic Services in Section 1.

2.4. Assistance in connection with rebidding or renegotiating contracts for construction which

involve modifying the Contract Documents to revise the **Project's** general scope, extent or character as necessary to reduce or increase the Construction Cost to bring it within the cost limit.

2.5. Preparing to serve or serving as a consultant or witness for **OWNER** in any litigation, arbitration or other legal or administrative proceeding involving the **Project**.

2.6. Services in making revisions to Contract Documents occasioned by the acceptance of substitutions proposed by Contractor; and services after the award of the construction contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.

2.7. Services resulting from significant delays in Project schedule which occurred through no fault of **ENGINEER**.

2.8. Additional or extended services during construction made necessary by (a) work damaged by fire or other cause during construction; (b) a significant amount of defective, neglected or delayed work of Contractor or supplier; (c) protracted or extensive assistance in the startup or utilization of any equipment or system; (d) acceleration of the progress schedule involving services beyond normal working hours; and (e) default or bankruptcy by Contractor.

2.9. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the **Project**.

2.10. Services during out-of-town travel required of **ENGINEER** other than visits to the **Project** site or **OWNER's** office.

2.11. Additional Services in connection with the **Project**, including services which are to be furnished by **OWNER** in accordance with Section 3 and services not otherwise provided for in Basic Services as specified in Section 1 of this **Agreement**.

SECTION 3 — OWNER's RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of **ENGINEER** and bear all costs incident thereto:

3.1. Designate in writing a person to act as **OWNER's** representative with respect to the services to be rendered under this **Agreement**. Such person shall have complete authority to transmit instructions, receive information, and interpret and define **OWNER's** policies and decisions with respect to **ENGINEER's** services for the **Project**.

3.2. Provide all criteria and full information as to **OWNER's** requirements for the **Project**, including design objectives and constraints; space, capacity and performance requirements; and flexibility,

expendability, and any budgetary limitations. Also furnish copies of design and construction standards which **OWNER** will require to be included in the Contract Documents.

3.3. Assist **ENGINEER** by placing at **ENGINEER's** disposal available information pertinent to the **Project** including previous reports; geotechnical information; utility locations; property descriptions, zoning, deed and other land use restrictions; and any other data relative to design or construction of the **Project**. **ENGINEER** shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the **OWNER**.

3.4. Arrange for access to and make all provisions for **ENGINEER** to enter upon public and private property as required for **ENGINEER** to perform services under this **Agreement**.

3.5. Examine studies, reports, sketches, drawings, specifications, proposals and other documents presented by **ENGINEER** and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.

3.6. Acquire property for easements and rights-of-way required for construction of the **Project**.

3.7. Give prompt written notice to **ENGINEER** whenever **OWNER** observes or

otherwise becomes aware of any development that affects the scope or timing of **ENGINEER's** services, or any defect or nonconformance in the work of the **ENGINEER** or of any Contractor.

SECTION 4 — PERIOD OF SERVICE

4.1. The provisions of this Section 4 and the various rates of compensation for **ENGINEER's** services provided for elsewhere in this **Agreement** have been agreed to in anticipation of the orderly and continuous progress of the **Project** through completion of all phases to which this **Agreement** applies. Specific periods of time and/or completion dates for rendering services are set forth in **Exhibit D, "Project Schedule."**

4.2. If **OWNER** requests modifications or changes in the scope, extent or character of the **Project**, or if periods of time and/or completion dates are exceeded through no fault of **ENGINEER**, the period of service and amount of compensation for **ENGINEER's** services shall be adjusted equitably.

4.3. In the event that the work designed or specified by **ENGINEER** is to be performed under more than one prime construction contract, the period of service and/or amount of compensation for **ENGINEER's** services shall be adjusted equitably unless multiple awards were contemplated and included as part of Basic Services

in Section 1.

SECTION 5 — PAYMENTS TO ENGINEER

5.1. **Methods of Payment.** OWNER shall pay ENGINEER for Basic Services rendered under Section 1 and Additional Services rendered under Section 2 in accordance with the provisions of Exhibit F, "Payments to Engineer."

5.2. **Times of Payment.** ENGINEER shall submit monthly statements for Basic and Additional Services rendered. For lump sum and percentage methods of payment, statements will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. For cost-plus-fixed-fee method of payment, the amount of fixed fee billed will be based on the proportion of the costs incurred at the time of billing to the maximum allowable costs established for this Agreement. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

5.3. **Delinquent Payments.** The OWNER recognizes time is critical with respect to payment of the ENGINEER's statements, and that timely payment is a material part of the consideration of this Agreement. ENGINEER's statements shall be due and payable within 30 calendar days of statement date. If OWNER objects to all or any portion of an invoice, OWNER shall notify the

ENGINEER within 14 calendar days of the invoice date, identify the cause of the disagreement and pay when due that portion of the statement not in dispute. If OWNER fails to make any payment due ENGINEER for services and expenses, excepting any portion of the statement in dispute, within 60 calendar days after receipt of ENGINEER's statement, the amounts due ENGINEER shall include a charge at the rate of one percent per month from the 60th day unless special arrangements have been previously made and agreed to by both parties in writing. Payment will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

5.4. **Termination Payment.** In the event of termination by OWNER or ENGINEER under Paragraph 6.2, OWNER shall pay ENGINEER for services and expenses provided to date of termination in accordance with the methods of payment specified in Paragraph 5.1.

5.5. **Records of Costs.** Records of costs pertinent to ENGINEER's compensation will be kept in accordance with generally accepted accounting principals. ENGINEER is only obligated to maintain these records for a period of three years following date of final payment for services rendered under this Agreement.

SECTION 6 — GENERAL TERMS AND CONDITIONS

6.1. Construction Cost.

6.1.1. **Opinions of Cost.** Since **ENGINEER** has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, **ENGINEER's** opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent **ENGINEER's** best judgment as an experienced and qualified professional, generally familiar with the construction industry; but **ENGINEER** cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by **ENGINEER**.

6.1.2. **Construction Cost Budget.** If a Construction Cost budget is established by written agreement between **OWNER** and **ENGINEER** and specifically set forth in this **Agreement** as a condition thereto, the following will apply:

6.1.2.1. The acceptance by **OWNER** at any time during the provision of services under this **Agreement** of a revised opinion of probable Construction Cost in excess of the then established budget will constitute a

corresponding revision in the Construction Cost budget to the extent indicated in such revised opinion.

6.1.2.2. Any Construction Cost budget so established will include a contingency of 10 percent unless another amount is agreed upon in writing.

6.1.2.3. **ENGINEER** will be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents and to make reasonable adjustments in the extent of the **Project** to bring it within the budget.

6.1.2.4. If proposals or bids have not been obtained within six months after completion of the Design Phase, the established Construction Cost budget will not be binding on **ENGINEER**, and **OWNER** shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Design Phase and the date on which proposals or bids are sought.

6.1.2.5. Use of an estimated or actual Construction Cost of the project as a basis of payment to the **ENGINEER** shall not be construed to mean that a Construction Cost budget has been established for the **Project**.

6.2. **Termination.** The obligation to provide further services under this **Agreement** may be

terminated by either party upon 30 calendar days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

6.3. **Suspension.** Upon 14 calendar days' written notice to the **ENGINEER**, the **OWNER** may suspend the **ENGINEER's** work. Suspension for any reason exceeding 60 calendar days shall, at the **ENGINEER's** option, make this **Agreement** subject to re-negotiation or termination as provided for elsewhere in this **Agreement**. Any suspension shall extend the period of service in a manner that is satisfactory to both the **OWNER** and the **ENGINEER**.

6.4. **Ownership and Reuse of Documents.**

6.4.1. Contract Documents and reports prepared by **ENGINEER** pursuant to this **Agreement** shall be the property of the **OWNER**. **ENGINEER** shall have the right to retain copies of all documents for his files.

6.4.2. Contract Documents prepared or furnished by **ENGINEER** and **ENGINEER's** independent professional associates and consultants, pursuant to this **Agreement** are instruments of service with respect to the **Project**. These documents are not intended or represented to be suitable for reuse by **OWNER** or others on extensions of the **Project** or on any other project. Any reuse without written

verification or adaptation by **ENGINEER** for the specific purpose intended will be at **OWNER's** sole risk and without liability or legal exposure to **ENGINEER**, or to **ENGINEER's** independent professional associates or consultants. **OWNER** shall indemnify and hold harmless **ENGINEER** and **ENGINEER's** independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle **ENGINEER** to further compensation at rates to be agreed upon by **OWNER** and **ENGINEER**.

6.5. **Insurance.**

6.5.1. The **ENGINEER** maintains workers' compensation insurance coverage and unemployment compensation coverage in an amount as required by state law; comprehensive general liability insurance with maximum limits of \$500,000/\$1,000,000; automotive liability insurance with maximum limits of \$500,000/ \$500,000; and professional liability insurance with an annual limit of \$500,000.

6.5.2. **OWNER** recognizes that the insurance market can be erratic and **ENGINEER** cannot guarantee to maintain the coverages identified above. **ENGINEER** will endeavor to do so, within the context of prudent business practices, and will notify the

OWNER of any change in coverage no later than 10 calendar days after **ENGINEER** becomes aware of such change. If coverage is withdrawn or if replacement policy will afford inadequate protection and/or will require a significantly increased premium when compared to prior coverage, the **ENGINEER** and the **OWNER** shall confer as to alternatives available, if any, and shall bargain in good faith in an attempt to achieve conditions acceptable to both.

6.6. **Personnel and Facilities.** The **ENGINEER** has, or will secure at his own expense, personnel, equipment and other materials and supplies required to perform the services under this **Agreement** within the period of service set forth in Section 4. **ENGINEER** may subcontract a portion of these services, but these Subcontractors shall be subject to written approval by the **OWNER**. Such personnel shall not be employees of nor have contractual relationship with the **OWNER**.

6.7. **Accounting System.** The **ENGINEER** shall maintain an accounting system which accounts for costs in accordance with generally accepted accounting principles. The **OWNER** reserves the right to audit the **ENGINEER's** accounts which relate to services provided under this **Agreement**.

6.8. **Successors and Assigns.** Neither **OWNER** nor **ENGINEER** shall assign any interest in

this **Agreement** without the prior written consent of the other and in no case shall assignment relieve assignor from liability under this **Agreement**. This **Agreement** shall bind the successors and legal representatives of both parties. Nothing in this **Agreement** shall give any rights or benefits to anyone other than **OWNER** and **ENGINEER**.

6.9. **Relationship.** The **OWNER** has retained **ENGINEER** to provide professional services. These parties have not entered into any joint venture or partnership with the other. The **ENGINEER** is not to be considered the agent of the **OWNER**.

6.10. **Standard of Care.** The **ENGINEER** will strive to perform services under this **Agreement** in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this **Agreement**, or in any report, opinion, document or otherwise.

6.11. **Indemnification.**

6.11.1. To the fullest extent permitted by law, the **ENGINEER** agrees to hold harmless and indemnify **OWNER** from and against liability arising out of **ENGINEER's** negligent performance of professional services under this **Agreement**. It is specifically

understood and agreed that in no case shall the **ENGINEER** be required to pay an amount disproportional to **ENGINEER's** culpability, or any share of any amount levied to recognize more than actual economic damages.

6.11.2. To the fullest extent provided by law, the **OWNER** agrees to hold harmless and indemnify **ENGINEER** from and against liability arising out of **OWNER's** negligence. It is specifically understood and agreed that in no case shall the **OWNER** be required to pay an amount disproportional to **OWNER's** culpability, or any share of any amount levied to recognize more than actual economic damages.

6.11.3. In the event of joint or concurrent negligence of **ENGINEER** and **OWNER**, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligency (including that of third parties) which caused the personal injury or property damage.

6.11.4. The **OWNER** shall not be liable to the **ENGINEER** and the **ENGINEER** shall not be liable to the **OWNER** for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the

OWNER, or the **ENGINEER** or their employees, agents or subcontractors.

6.12. Recovery of Dispute Resolution Costs.

In the event that legal action is brought by either party against the other, the prevailing party shall be reimbursed by the other for the prevailing party's legal costs, in addition to whatever other judgments or settlement amounts, if any, may be due.

6.13. Compliance with Codes and Standards. The **ENGINEER's** professional services shall incorporate those publicly announced federal, state and local laws, regulations, codes and standards that are applicable at the time the services are rendered. In the event of a change in a law, regulation, et al., the **ENGINEER** shall assess its impact. If, in the **ENGINEER's** professional opinion, the impact is such to significantly affect the **ENGINEER's** compensation or the period of service, then the compensation and/or period of service can be renegotiated.

6.14. Force Majeure. Neither **OWNER** nor **ENGINEER** shall be liable for faults or delays caused by any contingency beyond his control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

6.15. Separate Provisions. If any provisions of this **Agreement** are held to be invalid or

unenforceable, the remaining provisions shall be valid and binding.

6.16. **Risk Allocation.** The **OWNER** recognizes that **ENGINEER's** fee includes allowance for funding a variety of risks which affect the **ENGINEER** by virtue of his agreeing to perform services on the **OWNER's** behalf. One of these risks stems from the **ENGINEER's** potential for human error. In order for the **OWNER** to obtain the benefits of a fee which includes a lesser allowance for risk funding, the **OWNER** agrees to limit the **ENGINEER's** liability to the **OWNER** and all contractors arising from the **ENGINEER's** professional acts, errors or omissions, such that the total aggregate liability of the **ENGINEER** to all those named shall not exceed \$50,000 or the **ENGINEER's** total fee for services rendered on this project, whichever is greater.

6.17. **Period of Repose.** Any applicable statute of limitations shall commence to run and any alleged course of action shall be deemed to have accrued not later than the completion of services to be performed by **ENGINEER**.

6.18. **Hazardous Materials.**

6.18.1. When hazardous materials are known, assumed or suspected to exist at a project site, **ENGINEER** is required to take appropriate

precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. **OWNER** hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform **ENGINEER** in writing prior to initiation of services under this **Agreement**.

6.18.2. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. **OWNER** agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. **ENGINEER** agrees to notify **OWNER** as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. **OWNER** waives any claim against **ENGINEER** and agrees to indemnify, defend and hold **ENGINEER** harmless from any claim or liability for injury or loss arising from **ENGINEER's** encountering unanticipated hazardous materials or suspected hazardous materials. **OWNER** also agrees to compensate **ENGINEER** for any time spent and expenses incurred by **ENGINEER** in defense of any such claim.

6.19. **Subsurface Conditions and Utilities.**

6.19.1. The **OWNER** recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of **ENGINEER**, or **ENGINEER's** subconsultants, with appropriate equipment may fail to detect certain hidden conditions. The **OWNER** also recognizes that actual environmental, geological and geotechnical conditions that **ENGINEER** properly inferred to exist between sampling points may differ significantly from those that actually exist.

6.19.2. **ENGINEER** will locate utilities which will affect the **Project** from information provided by the **OWNER** and utility companies and from **ENGINEER's** surveys. In that these utility locations are based, at least in part, on information from others, **ENGINEER** cannot and does not warrant their completeness and accuracy.

6.19.3. **OWNER** waives any claim against **ENGINEER** and agrees to indemnify, defend and hold **ENGINEER** harmless from any and all damage, liability or cost for any property damage, injury or economic loss arising from errors or inaccuracies of information related to subsurface investigations or underground utilities in Contract Documents prepared by **ENGINEER** or **ENGINEER's** subconsultants, except for damage caused by sole negligence of **ENGINEER**.

6.20. **Anticipated Change Orders.** **OWNER** recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in Contract Documents; that all details of a completed project are not intended to be covered in the Contract Documents; that a certain amount of errors, omissions, ambiguities and inconsistencies are to be expected in Contract Documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the Contract Documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of Change Orders are to be expected. As long as **ENGINEER** provides services within professional standards and the standard of care of **ENGINEER's** profession in accordance with paragraph 6.10, **OWNER** agrees not to make any claim against **ENGINEER** for cost of these Change Orders unless these costs become a significant part of the construction contract amount. In no case will **OWNER** make claim against **ENGINEER** for costs incurred if the Change Order work is a necessary part of the **Project** for which **OWNER** would have incurred costs if work had been included originally in the Contract Documents unless **OWNER** can demonstrate that such costs were higher through issuance of the Change Order than they would

have been if originally included in the Contract Documents in which case any claim of **OWNER** against **ENGINEER** will be limited to the cost increase and not the entire cost of the Change Order.

6.21. **Value Engineering.** If the **OWNER** retains the services of a **VALUE ENGINEER (VE)** to review the Contract Documents prepared by the **ENGINEER**, it shall be at the **OWNER's** sole expense and shall be performed in a timely manner so as not to delay the orderly progress of the **ENGINEER's** services. The **OWNER** shall promptly notify the **ENGINEER** of the identity of the **VE** and shall define the **VE's** scope of services and responsibilities for the **ENGINEER**. All recommendations of the **VE** shall be given to the **ENGINEER** for review, and adequate time will be provided to the **ENGINEER** to respond to these recommendations. If the **ENGINEER** objects to any recommendations made by the **VE**, it shall so state in writing to the **OWNER**, along with the reasons for objecting. If the **OWNER** requires the incorporation of changes in the Contract Documents to which the **ENGINEER** has objected, the **OWNER** agrees, to the fullest extent permitted by law, to waive all claims against the **ENGINEER** and to indemnify and hold harmless the **ENGINEER** from any damages, liabilities or costs, including reasonable attorneys'

fees and costs of defense, which arise in connection with or as result of the incorporation of such changes required by the **OWNER**. In addition, the **ENGINEER** shall be compensated for services necessary to incorporate recommended **VE** changes into reports, drawings, specifications, bidding or other documents. The **ENGINEER** shall be compensated as Additional Services for all time spent to prepare for, review and respond to the recommendations of the **VE**. The **ENGINEER's** time for performance of its services shall be equitably adjusted.

6.22. **Affirmative Action.** During the performance of this **Agreement**, the **ENGINEER** agrees to take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex or national origin.

6.23. **Conflicts.** In the event of a conflict between the main text of this **Agreement** and any appendix thereof, provisions of the main text shall govern.

6.24. **Governing Law.** The laws of the State of Mississippi will govern the validity of this **Agreement**, its interpretations and performance, and remedies for any claims related to this **Agreement**.

6.25. **Separate Provisions.** If any provisions

of this **Agreement** are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

6.26. The **ENGINEER** authorizes Michael W. Essary, Registered Professional Engineer No. 11856 in the State of Mississippi, to act on his behalf for this **Project**.

SECTION 7 — DEFINITIONS

As used herein, the following words and phrases have the meanings indicated, unless otherwise specified in various sections of this Agreement:

7.1. **Addenda.** Written or graphic instruments issued prior to the opening of bids which clarify, correct or change the bidding documents or the Contract Documents.

7.2. **Agreement.** This contract including all exhibits and documents included by reference.

7.3. **Application for Payment.** The form accepted by **ENGINEER** which is to be used by Contractor in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

7.4. **Bid.** The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the construction work to be performed.

7.5. **Change Order.** A document

recommended by **ENGINEER** which is signed by Contractor and **OWNER** and authorizes an addition, deletion or revision in the construction work, or an adjustment in the contract price or the contract time, issued on or after the effective date of the construction contract.

7.6. **Contract Documents.** The drawings and specifications, addenda, and other documents required to obtain bids from contractors for construction of the **Project**.

7.7. **Contractor.** The person, firm or corporation with whom **OWNER** has entered into a contract for construction of the **Project**.

7.8. **Construction Cost.** Total cost of entire **Project** to **OWNER** not including **ENGINEER's** compensation and expenses, cost of land and rights-of-way, or compensation for or damages to properties, unless this **Agreement** so specifies; nor will it include **OWNER's** legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the **Project** or the cost of services to be provided by others to **OWNER** pursuant to Section 3 of this **Agreement**.

7.9. **Direct Labor Costs.** Salaries and wages paid to **ENGINEER's** personnel engaged directly on the **Project**, including engineers, draftsmen, technicians, designers, surveyors, resident project

representatives and other technical and administrative personnel; but does not include indirect payroll related costs or fringe benefits.

7.10. **Drawings.** The drawings which show the character and scope of the **Project** and which have been prepared or approved by **ENGINEER** and are referred to in the Contract Documents.

7.11. **Reimbursable Expenses.** Actual expenses incurred by **ENGINEER** directly in connection with providing services for the **Project**. These include, but are not limited to, transportation and subsistence; reproduction and printing; communications; postage and express mail; equipment rental; and expense of computers and other specialized equipment.

7.12. **Resident Project Representative.** The authorized representative of **ENGINEER** who is assigned to the construction site or any part thereof for the purpose of observing the performance of the work of the Contractor.

7.13. **Shop Drawings.** All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for Contractor to illustrate some portion of the work and all illustrations, brochures, standard schedules and other information prepared by a Supplier and submitted by Contractor to illustrate material or equipment for some portion of the **Project**.

7.14. **Specifications.** Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the **Project** and certain administrative details applicable thereto.

7.15. **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 **Project** at the site.

7.16. **Supplier** A manufacturer, fabricator, supplier, distributor, material man or vendor of products or equipment used in construction of the project.

SECTION 8 — SPECIAL PROVISIONS AND EXHIBITS

8.1. This **Agreement** is subject to the following Special Provisions.

8.2. The following Exhibits are attached to and made a part of this **Agreement**.

8.2.1. Exhibit A, "Project Description."

8.2.2. Exhibit B, "Scope of Design Phase Services"

8.2.3. Exhibit C, "Scope of Construction Phase Services"

8.2.4. Exhibit D, "Project Schedule."

8.2.5. Exhibit E, "Special Provisions and Regulations Stipulated by the U.S.

Department of Housing and Urban
Development (HUD); Community
Development Block Grant (CDBG)
Program."

8.2.6. Exhibit F, "Payments to Engineer."

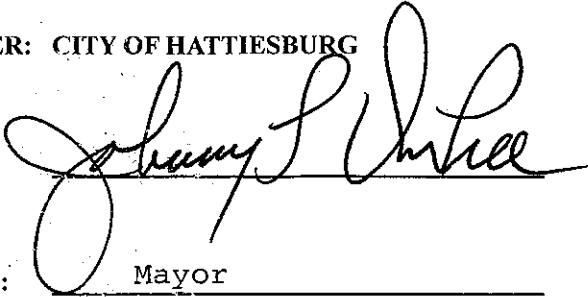
8.3. This **Agreement**, consisting of Pages 1 to 16,
inclusive, together with the Exhibits identified above,

constitute the entire agreement between **OWNER** and
ENGINEER and supersede all prior written and oral
understandings. This **Agreement** and said Exhibits
may only be amended, supplemented, modified or
canceled through a duly executed written instrument.

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

OWNER: CITY OF HATTIESBURG

BY:

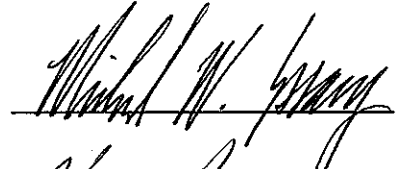


TITLE:

Mayor

ENGINEER: NEEL-SCHAFER, INC.

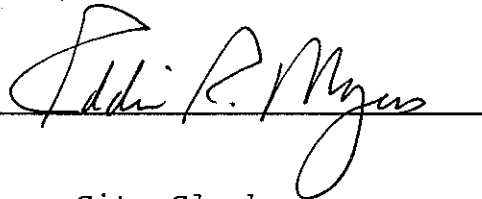
BY:



TITLE:

Vice President

WITNESS:



City Clerk

WITNESS:

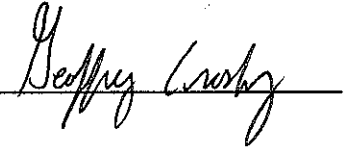
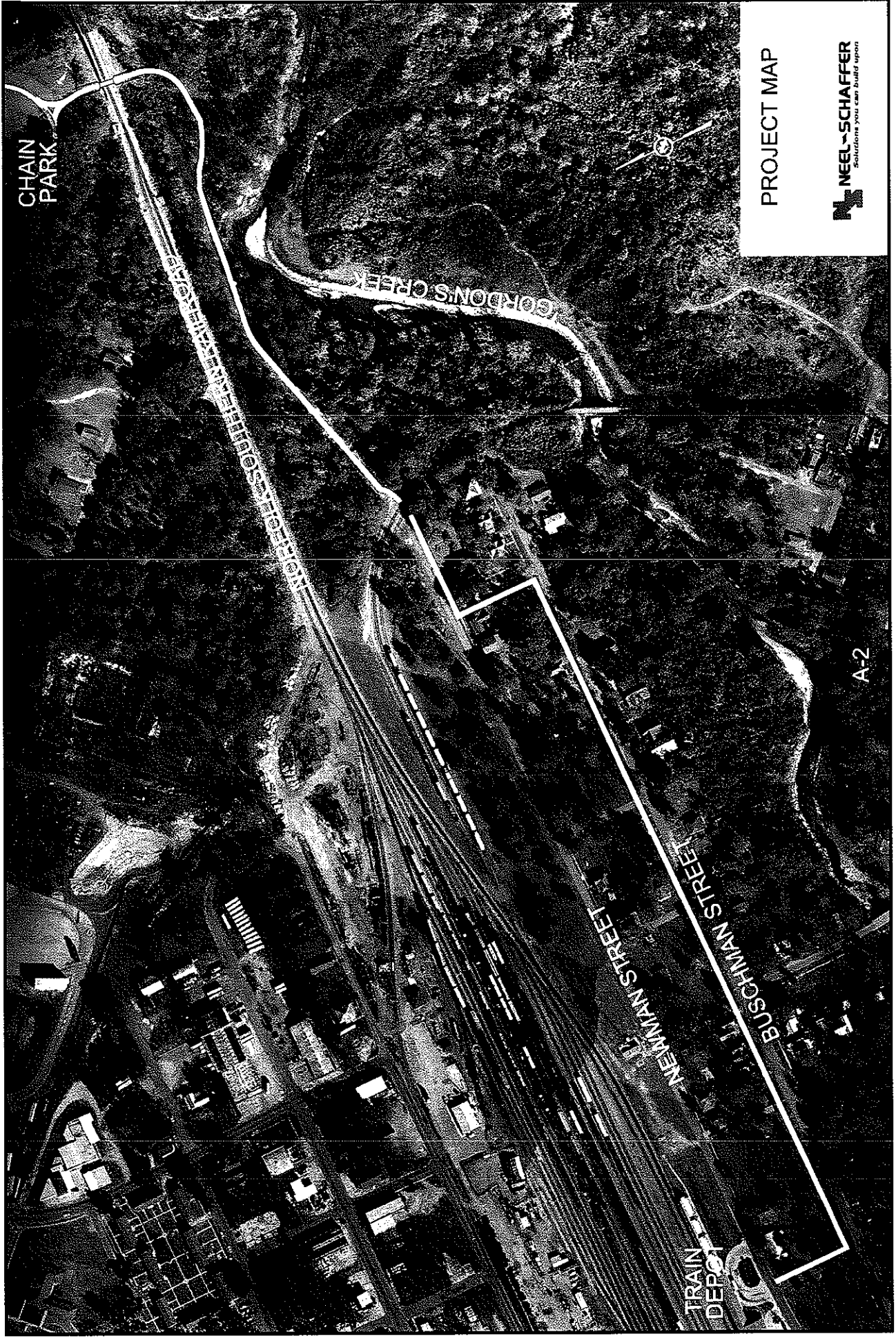


EXHIBIT A

PROJECT DESCRIPTION

The project shall generally consist of design and preparation of construction plans and contract documents to extend the Long Leaf Trace, a shared-use pathway, from the Newman-Buschman Neighborhood to Chain Park.



CHAIN
PARK

GORDON'S CREEK

TRAIN
DEPOT

NEWMAN STREET

BUSCHMAN STREET

A-2

PROJECT MAP



EXHIBIT B

SCOPE OF DESIGN PHASE SERVICES

1 PRELIMINARY DESIGN PHASE

After execution of the Agreement, the Preliminary Design Phase will be initiated and the **ENGINEER** shall:

- 1.1 Consult with the **OWNER** to clarify and define the **OWNER's** requirements for the Project.
- 1.2 Assemble and review available data which may be pertinent to the Project.
- 1.3 Make surveys needed for design of the Project, including locating utilities which are visually apparent. Establish horizontal and vertical control as necessary for construction of the Project.
- 1.4 Perform subsurface explorations and geotechnical analyses to determine general subsurface conditions and parameters for final design of the Project. The **OWNER** recognizes that even a comprehensive sampling and testing program implemented by trained and experienced personnel with appropriate equipment may fail to detect certain hidden conditions. **OWNER** also recognizes that actual environmental, geological and geotechnical conditions that the **ENGINEER** properly inferred to exist between sampling points may differ significantly from those that actually exist.
- 1.5 Identify and analyze requirements of governmental authorities having jurisdiction to approve the Project with whom consultation is to be undertaken in connection with the Project.
- 1.6 Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.
- 1.7 Develop criteria for rights-of-way, working easements and permanent easements. Indicate preliminary rights-of-way and easement requirements on drawings. Determine apparent ownership of property where easements are required.
- 1.8 Locate telephone, electric power, gas, water, sewer and other utilities which will affect the Project from information provided by the **OWNER** and utility companies and from the **ENGINEER's** surveys. In that these utility locations are based, at least in part, on information from others, the **ENGINEER** cannot and does not warrant their completeness or accuracy.
- 1.9 Based on the information contained in the preliminary design documents, prepare an opinion of probable construction costs.
- 1.10 Furnish one copy of above preliminary design documents to **OWNER** for review
- 1.11 Schedule progress meetings as required to effectively coordinate with the **OWNER**; prepare minutes of these progress meetings; and prepare a design progress report monthly for the preceding month's work which shall accompany the **ENGINEER's** monthly statement.
- 1.12 The **ENGINEER's** services under the Preliminary Design Phase will be considered complete no later than 30 days after the date when preliminary design documents are delivered to the **OWNER** plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the preliminary design documents, if such

approval is to be obtained during the Preliminary Design Phase.

2 FINAL DESIGN PHASE

After receiving written authorization to proceed with the Final Design Phase, the **ENGINEER** shall:

- 2.1 Modify preliminary design documents as necessary to reflect **OWNER's** comments.
- 2.2 Perform detailed design.
- 2.3 On the basis of approved preliminary design documents (including **OWNER's** comments) and detailed design, prepare final design documents to include final construction drawings, specifications and contract documents.
- 2.4 Conduct plan-in-hand inspection of the project site with **OWNER** and representatives of governmental agencies which may have jurisdiction over the Project.
- 2.5 Meet as necessary with representatives of utility companies to resolve utility issues.
- 2.6 Prepare a project notebook containing copies of all design calculations, equipment and component data sheets, manufacturer's catalog cuts, survey books/notes, correspondence and other information.
- 2.7 Based on information contained in the final design documents, prepare a revised opinion of probable construction costs.
- 2.8 Provide technical criteria, written descriptions and design data for **OWNER's** use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to review or approve the final design of the Project and assist **OWNER** in consultations with appropriate authorities.
- 2.9 Furnish one set of the above final design documents to the **OWNER** for review and approval
- 2.10 Schedule progress meetings as required to effectively coordinate with the **OWNER**; prepare minutes of these progress meetings; and prepare a design progress report monthly for the preceding month's work which shall accompany the **ENGINEER's** monthly statement.
- 2.11 The **ENGINEER's** services under the Final Design Phase will be considered complete at the earlier of (1), the date when the final design documents have been accepted by the **OWNER**, or (2), 30 days after the date when the final design documents are delivered to the **OWNER** for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the final design documents if such approval is to be obtained during the Final Design Phase.

EXHIBIT C

SCOPE OF CONSTRUCTION PHASE SERVICES

1 BIDDING AND CONTRACTING PHASE

After the **OWNER** has authorized the project for bidding, the Bidding and Contracting Phases will be initiated and the **ENGINEER** shall:

- 1.1 Prepare and issue Contract Documents to prospective bidders, and maintain a record of their issuance.
- 1.2 Prepare and issue Addenda as appropriate to interpret, clarify, correct or expand Contract Documents to each known procurer of the Contract Documents.
- 1.3 Provide information on the general scope, unusual conditions and desired sequence of construction as requested by procurers of Contract Documents.
- 1.4 Conduct a pre-bid conference if requested by the **OWNER**.
- 1.5 Assist the **OWNER** in advertising for and obtaining bids for the contract for construction.
- 1.6 Consult with and advise the **OWNER** as to the acceptability of subcontractors, suppliers, and other persons or organizations proposed by the prime Contractor as required by the Contract Documents.
- 1.7 Consult with and advise the owner as to the acceptability of substitute materials and equipment proposed by the Contractor when substitution prior to the award of contracts is allowed by the Contract Documents.
- 1.8 Attend the bid opening, prepare bid tabulation sheets and assist owner in evaluating bids.
- 1.9 Assist the **OWNER** in the preparation of the documents necessary to complete the award.
- 1.10 Conduct a preconstruction conference.
- 1.11 The Bidding and Contracting Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

2 CONSTRUCTION PHASE

General Administration of Construction Contract.

- 2.1 The **ENGINEER** shall consult with and advise **OWNER** and act as **OWNER'S** representative; shall issue all instructions of **OWNER** to Contractor; and shall act as initial interpreter of the Contract Documents and judge of the acceptability of the work thereunder.
- 2.2 Visits to Site and Observation of Construction.

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- 2.2.1 The **ENGINEER** shall make visits to the site at intervals appropriate to the various stages of construction as he deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. Based on information obtained during such visits and on such observations, the **ENGINEER** shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and shall keep **OWNER** informed of the progress of the work. The purpose of the **ENGINEER'S** visits to the site will be to enable him to carry out the duties and responsibilities assigned to and undertaken by him during the Construction Phase, and, in addition, through his experience as a qualified design professional, to provide for **OWNER** a greater degree of confidence that the completed work of Contractor will conform generally to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, the **ENGINEER** shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work; nor shall the **ENGINEER** have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, the **ENGINEER** can neither guarantee the performance of the construction contract by Contractor nor assume responsibility for Contractor's failure to furnish and perform his work in accordance with the Contract Documents.
- 2.2.2 Defective Work. During such site visits and on the basis of such observations, the **ENGINEER** may recommend to the **OWNER** disapproval or rejection of Contractor's work if the **ENGINEER** believes that such work will not produce a completed Project which conforms generally with the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- 2.2.3 Clarifications and Interpretations; Change Orders. The **ENGINEER** shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. In connection therewith, if appropriate, the **ENGINEER** shall recommend Change Orders to **OWNER** and shall prepare Change Orders as required.
- 2.2.4 Shop Drawings. The **ENGINEER** shall review and approve (or take other appropriate action in respect of) Shop Drawings, samples and other data which Contractor is required to submit, but only for conformance with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
- 2.2.5 Substitutes. The **ENGINEER** shall evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
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- 2.2.6 Inspections and Tests. The **ENGINEER** shall have authority, as **OWNER'S** representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
- 2.2.7 Applications for Payment. Based on the **ENGINEER'S** on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules:
- 2.2.7.1 The **ENGINEER** shall determine the amounts owed to Contractor and recommend in writing payments to Contractor in such amounts. Such recommendations of payment will constitute a representation to **OWNER**, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the **ENGINEER'S** knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents. In the case of unit price work, the **ENGINEER'S** recommendations of payment will include final determinations of quantities and classification of such work (subject to any subsequent adjustments allowed by the Contract Documents).
- 2.2.7.2 By recommending any payment, the **ENGINEER** shall not thereby be deemed to have represented that on-site observations made by the **ENGINEER** to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to the **ENGINEER** in this Agreement and the Contract Documents. The **ENGINEER'S** review of Contractor's work for the purposes of recommending payments will not impose on the **ENGINEER** responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on the **ENGINEER** to make any examination to ascertain how or for what purposes any Contractor has used the monies paid on account of the contract price, or to determine that title to any of the work, materials or equipment has passed to **OWNER** free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between **OWNER** and Contractor that might affect the amount that should be paid.
- 2.2.8 Contractor's Completion Documents. The **ENGINEER** shall receive, review and transmit to **OWNER** with written comments maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of the Contract Documents); and shall transmit them to **OWNER** with written comments.
- 2.2.9 Substantial Completion. Following notice from Contractor that Contractor considers the entire work ready for its intended use, the **ENGINEER** and **OWNER**, accompanied by Contractor, shall conduct an inspection to determine if the work is substantially complete. If, after considering any objections of **OWNER**, the **ENGINEER** considers the work
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substantially complete, the **ENGINEER** shall deliver a certificate of substantial completion to **OWNER** and Contractor.

- 2.2.10 Final Notice of Acceptability of the Work. The **ENGINEER** shall conduct a final inspection to determine if the completed work of Contractor is acceptable so that the **ENGINEER** may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, the **ENGINEER** shall also provide a notice that the work is acceptable to the best of the **ENGINEER's** knowledge, information and belief and based on the extent of the services performed and furnished by the **ENGINEER** under this Agreement.
- 2.2.11 Record Documents. Upon completion of the work, the **ENGINEER** shall compile for and deliver to the **OWNER** a complete set of record documents conforming to information furnished to the **ENGINEER** by the Contractor. This set of documents shall consist of record specifications and reproducible record drawings showing the reported location of the work. In that record documents are based on information provided by others, the **ENGINEER** cannot and does not warrant their accuracy.
- 2.2.12 Limitation of Responsibilities. The **ENGINEER** shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor, any supplier, or of any other person or organization at the site or otherwise furnishing or performing any of the work. The **ENGINEER** shall not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents.
- 2.2.13 Progress Meetings and Reports. During construction, the **ENGINEER** will schedule and conduct monthly progress meetings with the **OWNER**, Contractor and appropriate subcontractors, if any, to discuss progress, scheduling problems, conflicts and observations of all parties involved. The **ENGINEER** shall also prepare minutes of the meeting. The **ENGINEER** shall also prepare a construction progress report monthly which shall be submitted to **OWNER** by the 10th day of each month for the preceding month's work. This report shall accompany the Contractor's and the **ENGINEER'S** monthly payment requests.
- 2.2.14 Duration of Construction Phase. The Construction Phase will commence with the execution of the construction contract for the Project or any part thereof and will terminate upon written recommendation by the **ENGINEER** of final payment and submission of record documents to **OWNER**.

3 RESIDENT PROJECT REPRESENTATIVE

- 3.1 The **ENGINEER** shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist the **ENGINEER** in observing progress and quality of the work of the Contractor.
- 3.2 Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, the **ENGINEER** shall endeavor to provide further protection for **OWNER** against defects and deficiencies in the work of the Contractor; but, the furnishing of such services will not make the **ENGINEER** responsible for or give him control over construction means, methods, techniques, sequences or

procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the work in accordance with the Contract Documents.

- 3.3 The duties and responsibilities of the RPR are limited to those of the **ENGINEER** in his agreement with the **OWNER** and in the construction Contract Documents, and are further limited and described as follows:
- 3.3.1 General Duties: RPR is the **ENGINEER'S** agent at the site and will act as directed by and under the supervision of the **ENGINEER** and will confer with the **ENGINEER** regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with the **ENGINEER** and Contractor keeping **OWNER** advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with **OWNER** with the knowledge of and under the direction of the **ENGINEER**.
- 3.3.2 Specific Duties and Responsibilities of RPR
- 3.3.2.1 Schedules. Review the progress schedule and schedule of Shop Drawing submittals prepared by Contractor and consult with the **ENGINEER** concerning acceptability.
- 3.3.2.2 Conferences and Meetings. Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- 3.3.2.3 Liaison: Serve as the **ENGINEER'S** liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist the **ENGINEER** in serving as **OWNER'S** liaison with Contractor when Contractor's operations affect **OWNER'S** on-site operations.
- 3.3.2.4 Assist in obtaining from **OWNER** additional details or information, when required for proper execution of the work.
- 3.3.2.5 Shop Drawings and Samples: Record date of receipt of Shop Drawings and samples.
- 3.3.2.5.1 Receive samples which are furnished at the site by Contractor, and notify the **ENGINEER** of availability of samples for examination.
- 3.3.2.5.2 Advise the **ENGINEER** and Contractor of the commencement of any work requiring a Shop Drawing or sample if the submittal has not been approved by the **ENGINEER**.
- 3.3.2.6 Review of Work, Rejection of Defective Work, Inspections and Tests: Conduct on-site observations of the work in progress to assist the **ENGINEER** in determining if the work is in general proceeding in accordance with the Contract Documents.
- 3.3.2.6.1 Report to the **ENGINEER** whenever RPR believes that any work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any

inspection, test or approval required to be made; and advise the **ENGINEER** of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

- 3.3.2.6.2 Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to the **ENGINEER** appropriate details relative to the test procedures and startups.
- 3.3.2.6.3 Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report these results to the **ENGINEER**.
- 3.3.2.7 Interpretation of Contract Documents. Report to the **ENGINEER** when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by the **ENGINEER**.
- 3.3.2.8 Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to the **ENGINEER**. Transmit to Contractor in writing decisions as issued by the **ENGINEER**.
- 3.3.2.9 Records: Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all addenda, Change Orders, additional Drawings issued subsequent to the execution of the contract, the **ENGINEER'S** clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to Contractor and other Project related documents.
 - 3.3.2.9.1 Prepare a daily report or keep a diary or logbook, recording Contractor's hours on the job site, weather conditions, data relative to questions of Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the **ENGINEER**.
 - 3.3.2.9.2 Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
 - 3.3.2.9.3 Reports: Furnish the **ENGINEER** periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawings and sample submittals.
 - 3.3.2.10 Consult with the **ENGINEER** in advance of scheduled major tests, inspections or start of important phases of the work.
 - 3.3.2.11 Draft and recommend to the **ENGINEER** proposed Change Orders, obtaining backup material from Contractor.
 - 3.3.2.12 Report immediately to the **ENGINEER** and **OWNER** the occurrence of any accident.
 - 3.3.2.13 Payment Requests. Review applications for payment with Contractor for compliance with the established procedure for submission and forward with recommendations to the **ENGINEER**,

noting particularly the relationship of the payment requested to the work completed and materials and equipment delivered at the site but not incorporated in the work.

- 3.3.2.14 Certificates, Maintenance and Operation Manuals. During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the **ENGINEER** for review and forwarding to **OWNER** prior to final payment for the work.
- 3.3.2.15 Completion: Before the **ENGINEER** certifies substantial completion, submit to Contractor a list of observed items requiring completion or correction.
- 3.3.2.16 Observe whether Contractor has performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.
- 3.3.2.17 Conduct a final inspection in the company of the **ENGINEER**, **OWNER**, and Contractor and prepare a final list of items to be completed or corrected.
- 3.3.2.18 Observe whether all items on final list have been completed or corrected and make recommendations to the **ENGINEER** concerning acceptance.
- 3.4 Limitations of Authority of the Resident Project Representative: Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by the **ENGINEER**.
- 3.4.1 Shall not exceed limitations of the **ENGINEER'S** authority as set forth in the Contract Documents and this Agreement.
- 3.4.2 Shall not undertake any of the responsibilities of Contractor, subcontractors, suppliers or Contractor's superintendent.
- 3.4.3 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- 3.4.4 Shall not advise on, issue directions regarding to, or assume control over safety precautions and programs in connection with the work.
- 3.4.5 Shall not accept Shop Drawings or sample submittals from anyone other than Contractor.
- 3.4.6 Shall not authorize **OWNER** to occupy the Project in whole or in part.
- 3.4.7 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the **ENGINEER**.

EXHIBIT D

PROJECT SCHEDULE

The time periods for performance of Basic Services specified in Section 1 and Exhibit B, "Scope of Design Phase Services", and Exhibit C, "Scope of Construction Phase Services", are stipulated as indicated below:

- 1.1 Design Phase services will be completed and **ENGINEER's** documentation and revised opinion of probable construction costs submitted within 90 days following **OWNER's** review of Preliminary Design Phase documents and subsequent written authorization to proceed with Final Design Phase. Approval of the Norfolk Southern Railroad Permit may require additional time beyond the 90 days for design.
- 1.2 Construction Phase services will begin with Bidding, when **OWNER** authorizes the **Project** for bidding and continue with the issuance of a notice to proceed to the **Contractor** and will extend for a period of time including the **Contractor's** time for performance as specified in the Contract Documents and an additional 30 days to prepare and process completion documents and record drawings.

EXHIBIT E

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 or construction 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, 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**
Contracts, Subcontracts, and subgrants of amounts in excess of \$2,000 shall 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 this 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 shall comply 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 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

Contracts, subcontracts, and subgrants of amounts in excess of \$10,000 shall 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 of 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

Contracts, Subcontracts, and subgrants of amounts in excess of \$10,000 shall 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;
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; and
4. 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 (See Attachment A)

Contracts, subcontracts, and subgrants of amounts in excess of \$100,000 shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 17010) requiring that to the 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 special provisions and regulations stipulated by HUD and the CDBG Program.

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 gives 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 21-39-1, Mississippi Code Annotated (1972), which prohibits municipal officers and employees from having or owning any interest or share, individually or as agent or employee of any person or corporation, either directly or indirectly, 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 of 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 Section 97-11-19, Mississippi Code Annotated (Supp. 1982), which prescribes a criminal penalty for any public officer who has an interest in any contract passed by the board of which he is a member during the term he was a member and for one year thereafter.

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 of part of this Contract or to any benefit to arise therefrom.

22. **Interest of Contractor**

The Contracted Party stipulates that they presently have 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 their services hereunder. The Contracted Party further agrees 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 subcontractor

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-276a5), 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 regulation issued by the Secretary of the HUD 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) that 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 Contracted Party shall 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

The Contracted Party shall 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 HUD 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, any other form of direct or indirect Federal assistance.

29. Historic Preservation

The Contracted Party agrees to assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 *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

The Contracted Party agrees 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. Procurement

The subgrantee must comply with all state and Federal laws dealing with purchasing and acquisition for goods, services and other allowable cost as specified in the application.

32. 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.

33. **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.

34. **Third-Party Contracts**

The Subgrantee shall include in all contracts with Participating Parties receiving grant funds provisions requiring the following:

1. Each Participating Party shall keep and maintain books, records, and other documents relating directly to the receipt and disbursement of such grant funds.
2. Any duly authorized representative of the Mississippi Development Authority, HUD, 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.
3. 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, HUD, and 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.
4. Federal Labor Standards Provisions as required by 29 CFR Part 5.5, para (a), and any such other clauses as the Grantee may require.
5. The Contracted Party shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contracted Party by the terms of the Special Provisions and Regulations Stipulated by HUD and the CDBG Program, and to give the Contracted Party the same power as the Grantee may exercise over the Contracted Party under any provision of the contract documents.

35. **Bonding Requirements**

For construction of facility improvement contracts or subcontracts exceeding \$100,000, the minimum requirements are as follows:

1. A bid guarantee from each bidder equivalent to five percent of the bid price.
2. A performance bond from the contractor for 100 percent of the contract price.
3. A payment bond from the contractor for 100 percent of the contract price.

For construction or facility improvement contracts or subcontracts of \$100,000 or less, the contracted party shall conform to the insurance requirements set forth by the Grantee and stipulated in contract documents between the Contracted Party and the Grantee.

36. **Insurance Requirements**

The contracted party shall conform to the insurance requirements set forth by the Grantee and stipulated in contract documents between the contracted party and the Grantee.

37. **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.

38. 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).

ATTACHMENT A

All Section 3 covered contracts shall include the following clause (24 CFR Part 135.38):

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S.C. 1701 u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by 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.
2. 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.
3. The contractor agrees to send each labor organization or representative or worker with which the contractor has collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's 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; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR 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 of knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before 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.
6. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of contract for default, and debarment or suspension from future HUD assisted contracts.
7. 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. 450e) 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).

EXHIBIT F

PAYMENTS TO ENGINEER

1.1 For Basic Services

Owner will pay **ENGINEER** for Basic Services rendered under Section 1, as supplemented by Exhibit B, "Scope of Design Phase Services" and Exhibit C, "Scope of Construction Phase Services", the following amounts:

1.1.1 Design Phase Services (Including Surveys)

Fixed Fee Amount of \$37,450.00.

1.1.2 Railroad Permit (Norfolk Southern)

Fixed Fee Amount of \$11,186.25

1.1.3 Resident Project Representation Services

Fixed Fee Amount of \$57,210.00

- 1.2 For Additional Services:** **OWNER** shall pay **ENGINEER** for Additional Services approved and rendered under Section 2 on the basis of **ENGINEER's** Direct Labor Costs times a factor of 2.9 plus Reimbursable Expenses. Sub-consultants will be billed at actual cost times a factor of 1.1. Such Additional Services include but may not be limited to:

- Right-of-Way Acquisition
- Traffic Analysis
- Wetlands Mitigation
- Cultural Resource Survey
- Boundary Survey
- Resident Project Representative services beyond the specified contract period



City of Hattiesburg, MS

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

Master

File Number: 2012-0543

File ID: 2012-0543

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 02/14/2012

Brief Title: Task Order #4 for Professional Services with
Hattiesburg Resource Group (HRG).

Final Action: 02/21/2012

Minute Book Number: MB 2012-151

Title:

Authorize Mayor to execute Task Order #4 for Professional Services with
the Hattiesburg Resource Group (HRG) for the period of February 6,2012
to April 6, 2012 (Nunc Pro Tunc).

Notes:

Sponsors:

Enactment Date:

Attachments: HRG - Signed Master Agreement, HRG Task Order
4 Agr, Executed HRG agree

Enactment Number:

Contact:

Meeting Date: 02/21/2012

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/21/2012	Authorize				Pass
Action Text: A MOTION was made by Vice President Ware and seconded by Council Member Naylor to Authorize Mayor to execute Task Order #4 for Professional Services with the Hattiesburg Resource Group (HRG) for the period of February 6,2012 to April 6, 2012 (Nunc Pro Tunc).							
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 2012-0543

Title

Authorize Mayor to execute Task Order #4 for Professional Services with the Hattiesburg Resource Group (HRG) for the period of February 6, 2012 to April 6, 2012 (Nunc Pro Tunc).

Summary

Task Order #4 for Professional Services with Hattiesburg Resource Group.

Budget Information

\$109,955.00

Expenditure Type

Regular Budget Item

Purchasing Item

Regular Purchase

Publication Information

orig. sent for you 8-12-11 2-8619-000
Ph 01 Task 1-4
MB2011-3/376-383

MOTION was made by Council member Carroll and seconded by Council member Naylor to Approve and Authorize Mayor to execute in triplicate an agreement for professional services with Hattiesburg Resource Group, LLC for engineering assistance and project implementation services for wastewater system improvements, including Task Order One.

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

YEAS:	Bradley	NAYS: None
	Delgado	
	Carroll	
	Ware	
	Naylor	

This being the 7th day of June, A. D., 2011

(Copies)

AGREEMENT FOR ENGINEERING SERVICES

BY AND BETWEEN

THE CITY OF HATTIESBURG, MISSISSIPPI

AND

HATTIESBURG RESOURCE GROUP, LLC

This AGREEMENT made this 7 day of JUNE, 2011, by and between **The City of Hattiesburg, Mississippi**, after this called "**OWNER**", and **Hattiesburg Resource Group, LLC**, a teaming arrangement between Neel-Schaffer, Inc. and Shows, Dearman, and Waits, Inc.; having its principal place of business at 704 Hardy Street, Hattiesburg, Mississippi, and mailing address of Post Office Box 1487, Hattiesburg, Mississippi 39403-1487, after this called the "**ENGINEER**".

I. DESCRIPTION OF SERVICES

OWNER intends to engage the **ENGINEER** to provide professional engineering services. Type 1 and Type 2 services will be provided by **ENGINEER** upon receipt of executed individual task orders from the **OWNER** which will contain specific scope of project, project requirements, and schedules for the work. The general scopes of work are attached as Exhibits B through E and include: Study and Report Phase Services as described in Exhibit B, Design Phase Services as described in Exhibit C, Construction Phase Services as described in Exhibit D, and Scope of Operational Phase Services as described in Exhibit E.

It is anticipated that the engineering services performed by individual task orders will consist of the following two general types of work:

Type 1: Such services shall consist of studies, reports, cost estimates and general consultation.

Type 2: Such services shall consist of boundary and topographical surveys, design, preparation of contract documents, assistance with bidding, and administration and consultation during project construction.

II. ADDITIONAL SERVICES

ENGINEER will provide services in accordance with the Exhibit A, "General Terms and Conditions" attached to and made a part of this AGREEMENT. The **OWNER** will pay **ENGINEER** for additional services not specified as Types 1 or 2 on the same basis as for Types 1 or 2 services. For services of independent professional associates and consultants employed by **ENGINEER**, **OWNER** will pay **ENGINEER** the amount billed to **ENGINEER** times a factor of 1.10. Performance of Additional Services and employment of independent professional associates and consultants by **ENGINEER** will require prior written authorization from **OWNER**. **ENGINEER** will submit monthly statements for services rendered.

III. PAYMENT FOR SERVICES

For **Type 1** Services, **OWNER** will pay **ENGINEER** on a Lump Sum basis negotiated and agreed to by both parties or on an hourly (not-to-exceed) fee basis computed by applying a factor of 2.90 times the Direct Labor Costs, plus Reimbursable Expenses. Subconsultant expenses and independent professional associate expenses will be billed to **OWNER** at their actual cost to

ENGINEER times a factor of 1.10. Other reimbursable expenses will be billed to **OWNER** at the **ENGINEER**'s actual cost.

For **Type 2 Services**, **OWNER** will pay **ENGINEER** on a Lump Sum basis negotiated and agreed to by both parties. The negotiated Lump Sum will be considered just compensation for the scope of work defined in the approved Task Order issued to the **ENGINEER** by the **OWNER**. Any additional services provided by the **ENGINEER** requested and/or approved by the **OWNER** that are outside of or in addition to the defined scope of work will be performed on an hourly basis computed by applying a factor of 2.90 times the Direct Labor Costs, plus Reimbursable Expenses. Subconsultant expenses and independent professional associate expenses will be billed to **OWNER** at their actual cost to **ENGINEER** times a factor of 1.10. Other reimbursable expenses will be billed to **OWNER** at the **ENGINEER**'s actual cost.

Direct Labor Costs used as basis of payment shall mean salaries and wages (basic and incentive) paid to all **ENGINEER**'s personnel engaged directly on the Project including, but not limited to, engineers, surveyors, designers, technicians, inspectors, secretaries and all other professional, technical and administrative classified personnel; but does not include indirect payroll related costs or fringe benefits.

Both **OWNER** and **ENGINEER** recognize that certain occasions may arise for which the methods of payment to **ENGINEER** set forth in this **AGREEMENT** may not be appropriate or fair to either or both parties. On these occasions, the methods of payment will be negotiated separately and terms agreed to will be stated on the individual task orders which will supersede the methods of payment specified in the **AGREEMENT**.

IV. TIME SCHEDULE

This **AGREEMENT** shall remain in effect for one year from the date of the contract being executed by both parties and will be automatically renewed annually or will terminate when: 1) a new contract is executed or 2) the **OWNER** shall determine that termination is in its best interest in accordance with Exhibit A.

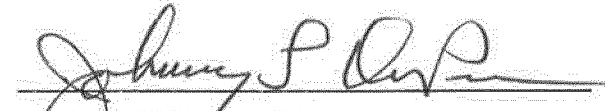
V. CHANGES TO AGREEMENT

This **AGREEMENT**, along with Exhibit A through E consisting of seventeen pages represent the complete **AGREEMENT** between **OWNER** and **ENGINEER** and may only be amended, supplemented, modified or canceled by a duly executed written instrument.

VI. ACCEPTANCE

IN WITNESS WHEREOF, the parties hereto have made and executed this **AGREEMENT** as of the day and year first above written.

The City of Hattiesburg, Mississippi


Johnny DuPree, PhD
Mayor

Hattiesburg Resource Group, LLC


Michael W. Essary, P.E.
Member

Hattiesburg Resource Group, LLC


Shea McNease, P.E.
Member

EXHIBIT A

GENERAL TERMS AND CONDITIONS

1. **Relationship between Engineer and Client.** Engineer shall serve as Client's professional engineering consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client.
2. **Responsibility of the Engineer.** Engineer will strive to perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, the Engineer shall not have control of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction; or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any contractor or subcontractor, or any other engineer, architect or consultant not under contract to the Engineer to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project.

Engineer shall determine the amounts owing to the construction contractor and recommend in writing payments to the contractor in such amounts. By recommending any payment, the Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made to check the quality or quantity of the contractor's work.

3. **Responsibility of the Client.** Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project.

Client shall give prompt written notice to the Engineer whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services, or any defect or nonconformance in the work of any construction contractor.

Client shall examine all documents presented by Engineer, obtain advice of an attorney or other consultant as Client deems appropriate for such examinations and provide decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.

4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
5. **Ownership of Documents.** Drawings, specifications, reports and any other documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be the property of Engineer. Engineer shall have the right to retain copies of all documents and drawings for its files.
6. **Reuse of Documents.** All documents, including drawings and specifications furnished by Engineer pursuant to this Agreement, are intended for use on the Project only. Client agrees they should not be used by Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.

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7. **Opinions of Cost.** Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Engineer cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of construction costs.
 8. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and Engineer and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.
 9. **Delays.** If the Engineer's services are delayed by the Client, or for other reasons beyond the Engineer's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.
 10. **Subcontracts.** Engineer may subcontract portions of the services, but each subcontractor must be approved by Client in writing.
 11. **Suspension of Services.** Client may, at any time, by written order to Engineer, require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Engineer will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Client will reimburse Engineer for the costs of such suspension and remobilization.
 12. **Termination.** This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
 13. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.
 14. **Indemnification.** Engineer shall indemnify and hold harmless Client from Client's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer from Engineer's loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage to the extent caused by the sole negligent act, error or omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligency (including that of third parties) which caused the personal injury or property damage.

Client shall not be liable to the Engineer, and the Engineer shall not be liable to the Client, for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Client or the Engineer or their employees, agents or subcontractors, by reason of services rendered under this Agreement.
 15. **Legal Proceedings.** In the event Engineer's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Engineer is not a party to such proceeding, Client will compensate Engineer for its services and reimburse Engineer for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect
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if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages Engineer to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.

16. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
17. **Insurance.** Within the context of prudent business practices, Engineer shall endeavor to maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive general liability with limits of at least \$500,000/ \$1,000,000; automotive liability with limits of at least \$500,000/ \$500,000; and professional liability insurance with an annual limit of at least \$500,000. Client recognizes that insurance market is erratic and Engineer cannot guarantee to maintain the coverages identified above.
18. **Information Provided by the Client.** The Engineer shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Engineer. In this case, the Client recognizes that the Engineer cannot assure the sufficiency of such information. Accordingly, the Engineer shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate the Engineer for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is insufficient.
19. **Subsurface Conditions and Utilities.** Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Engineer or Engineer's subconsultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological and geotechnical conditions that Engineer properly inferred to exist between sampling points may differ significantly from those that actually exist.

Engineer will locate utilities which will affect the project from information provided by the Client and utility companies and from Engineer's surveys. In that these utility locations are based, at least in part, on information from others, Engineer cannot and does not warrant their completeness and accuracy.

20. **Hazardous Materials.** When hazardous materials are known, assumed or suspected to exist at a project site, Engineer is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. Client hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform Engineer in writing prior to initiation of services under this Agreement.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Engineer agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client waives any claim against Engineer and agrees to indemnify, defend and hold Engineer harmless from any claim or liability for injury or loss arising from Engineer's encountering unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim.

21. **Risk Allocation.** The Client recognizes that Engineer's fee includes an allowance for funding a variety of risks which affect the Engineer by virtue of his agreeing to perform services on the Client's behalf. One of these risks stems from the Engineer's potential for human error. In order for the Client to obtain the benefits of a fee which includes a lesser allowance for risk funding, the Client agrees to limit the Engineer's liability to the Client and all construction contractors arising from the Engineer's professional acts, errors or omissions, such that the total aggregate liability of the Engineer to all those named shall not exceed \$50,000 or the Engineer's total fee for the services rendered on this project, whichever is greater.

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22. **Anticipated Change Orders.** Client recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in construction contract documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the contract documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of change orders are to be expected. As long as Engineer provides services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions, client agrees not to make any claim against Engineer for cost of these change orders unless these costs become a significant part of the construction contract amount. In no case will Client make claim against Engineer for costs incurred if the change order work is a necessary part of the Project for which Client would have incurred cost if work had been included originally in the contract documents unless Client can demonstrate that such costs were higher through issuance of the change order than they would have been if originally included in the contract documents in which case any claim of Client against Engineer will be limited to the cost increase and not the entire cost of the change order.
23. **Payment.** Engineer shall submit monthly statements to Client. Payment in full shall be due upon receipt of the invoice. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent per month. Payment for Engineer's services is not contingent on any factor except Engineer's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. If Engineer brings any action at law or in equity to enforce or interpret the terms of this Agreement, or if Engineer must either prosecute or defend any action related to the subject matter of the Agreement, and prevails in such action, then Engineer shall be entitled to reasonable attorney's fees, expenses and costs, including expert witness fees, if applicable.
24. **Force Majeure.** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
25. **Compliance with Laws.** To the extent they apply to its employees or its services, the Engineer shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.
26. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the principal place of business of the Engineer.
28. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.
29. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

EXHIBIT B

SCOPE OF STUDY AND REPORT PHASE SERVICES

1 STUDY AND REPORT PHASE

After issuance of a Task Order, the Study and Report Phase will be initiated and the **ENGINEER** shall:

- 1.1 Consult with **OWNER** to clarify and define **OWNER's** requirements and review available data.
- 1.2 Advise **OWNER** as to the necessity of **OWNER's** providing or obtaining from others data or services and assist **OWNER** in obtaining such data and services.
- 1.3 Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of anticipated Projects and participate in consultations with such authorities.
- 1.4 Provide analyses of **OWNER's** needs, planning surveys, site evaluations, and comparative studies of prospective sites and solutions.
- 1.5 Provide a general economic analysis of **OWNER's** requirements applicable to various alternatives.
- 1.6 Prepare a Report containing schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to **OWNER** and setting forth **ENGINEER's** findings and recommendations. This Report will be accompanied by **ENGINEER's** opinion of probable costs for anticipated Project, if applicable, including the following which will be separately itemized: Opinion of probable Construction Cost, allowance for engineering costs and contingencies, and (on the basis of information furnished by **OWNER**) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges, and for other services to be provided by others for **OWNER**. The total of all such costs, allowances, etc. will be referred to as "Total Project Costs".
- 1.7 Furnish five copies of the Study and Report documents and review them in person with **OWNER**.
- 1.8 Schedule progress meetings as required to effectively coordinate with the **OWNER**; prepare minutes of these progress meetings; and prepare a progress report monthly for the preceding month's work which shall accompany the **ENGINEER's** monthly statement.

EXHIBIT C

SCOPE OF DESIGN PHASE SERVICES

1 PRELIMINARY DESIGN PHASE

After issuance of a Task Order, the Preliminary Design Phase will be initiated and the **ENGINEER** shall:

- 1.1 Consult with the **OWNER** to clarify and define the **OWNER's** requirements for the Project.
- 1.2 Assemble and review available data which may be pertinent to the Project.
- 1.3 Coordinate surveys needed for design of the Project, including locating utilities which are visually apparent including establishing horizontal and vertical control as necessary for construction of the Project.
- 1.4 Coordinate subsurface explorations and geotechnical analyses to determine general subsurface conditions and parameters for final design of the Project. The **OWNER** recognizes that even a comprehensive sampling and testing program implemented by trained and experienced personnel with appropriate equipment may fail to detect certain hidden conditions. **OWNER** also recognizes that actual environmental, geological and geotechnical conditions that the **ENGINEER** properly inferred to exist between sampling points may differ significantly from those that actually exist.
- 1.5 Identify and analyze requirements of governmental authorities having jurisdiction to approve the Project with whom consultation is to be undertaken in connection with the Project.
- 1.6 Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.
- 1.7 Develop criteria for rights-of-way, working easements and permanent easements. Indicate preliminary rights-of-way and easement requirements on drawings. Determine apparent ownership of property where easements are required.
- 1.8 Locate telephone, electric power, gas, water, sewer and other utilities which will affect the Project from information provided by the **OWNER** and utility companies and from the **ENGINEER's** surveys. In that these utility locations are based, at least in part, on information from others, the **ENGINEER** cannot and does not warrant their completeness or accuracy.
- 1.9 Based on the information contained in the preliminary design documents, prepare an opinion of probable construction costs.
- 1.10 Furnish one copy of above preliminary design documents to **OWNER** for review.
- 1.11 Schedule progress meetings as required to effectively coordinate with the **OWNER**; prepare minutes of these progress meetings; and prepare a design progress report monthly for the preceding month's work which shall accompany the **ENGINEER's** monthly statement.

2 FINAL DESIGN PHASE

After receiving written authorization to proceed with the Final Design Phase, the **ENGINEER** shall:

- 2.1 Modify preliminary design documents as necessary to reflect **OWNER's** comments.
- 2.2 Perform detailed design.
- 2.3 On the basis of approved preliminary design documents (including **OWNER's** comments) and detailed design, prepare final design documents to include final construction drawings, specifications and contract documents.
- 2.4 Conduct plan-in-hand inspection of the project site with **OWNER** and representatives of governmental agencies which may have jurisdiction over the Project.
- 2.5 Meet as necessary with representatives of utility companies to resolve utility issues.
- 2.6 Prepare a project notebook containing copies of all design calculations, equipment and component data sheets, manufacturer's catalog cuts, survey books/notes, correspondence and other information.
- 2.7 Based on information contained in the final design documents, prepare a revised opinion of probable construction costs.
- 2.8 Provide technical criteria, written descriptions and design data for **OWNER's** use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to review or approve the final design of the Project and assist **OWNER** in consultations with appropriate authorities.
- 2.9 Furnish one set of the above final design documents to the **OWNER** for review and approval
- 2.10 Schedule progress meetings as required to effectively coordinate with the **OWNER**; prepare minutes of these progress meetings; and prepare a design progress report monthly for the preceding month's work which shall accompany the **ENGINEER's** monthly statement.
- 2.11 The **ENGINEER's** services under the Final Design Phase will be considered complete at the earlier of (1), the date when the final design documents have been accepted by the **OWNER**, or (2), 30 days after the date when the final design documents are delivered to the **OWNER** for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the final design documents if such approval is to be obtained during the Final Design Phase.

EXHIBIT D

SCOPE OF CONSTRUCTION PHASE SERVICES

1 BIDDING AND CONTRACTING PHASE

After the **OWNER** has authorized the soliciting prices from prospective suppliers and contractors, the Bidding and Contracting Phases will be initiated and the **ENGINEER** shall:

- 1.1 Prepare and issue Contract Documents to prospective suppliers and contractors, and maintain a record of their issuance.
- 1.2 Prepare and issue Addenda as appropriate to interpret, clarify, correct or expand Contract Documents to each known holder of the Contract Documents.
- 1.3 Provide information on the general scope, unusual conditions and desired sequence of construction as requested by holders of Contract Documents.
- 1.4 Conduct a pre-bid conference if requested by the **OWNER**.
- 1.5 Assist the **OWNER** in obtaining proposals for the construction of the project.
- 1.6 Consult with and advise the **OWNER** as to the acceptability of subcontractors, suppliers, and other persons or organizations proposed by the prime Contractor as required by the Contract Documents.
- 1.7 Consult with and advise the owner as to the acceptability of substitute materials and equipment proposed by the Contractor when substitution prior to the award of contracts is allowed by the Contract Documents.
- 1.8 Assist the **OWNER** in evaluating proposals, if requested.
- 1.9 Assist the **OWNER** in the preparation of the documents necessary to complete the award.
- 1.10 Conduct a preconstruction conference.
- 1.11 The Bidding and Contracting Phase will be considered complete upon execution of a construction contract or upon cessation of negotiations with prospective contractors.

2 CONSTRUCTION PHASE

- 2.1 The **ENGINEER** shall consult with and advise **OWNER** and act as **OWNER'S** representative; shall issue all instructions of **OWNER** to Contractor; and shall act as initial interpreter of the Contract Documents and judge of the acceptability of the work thereunder.
- 2.2 Visits to Site and Observation of Construction.

HATTIESBURG RESOURCE GROUP, LLC

June 7, 2011

Mayor Johnny DuPree, PhD
City of Hattiesburg
Post Office Box 1898
Hattiesburg, MS 38403-1898

RE: TASK ORDER ONE
ENGINEERING ASSISTANCE AND PROJECT IMPLEMENTATION SERVICES

Dear Mayor DuPree:

Hattiesburg Resource Group, LLC (HRG) is pleased to be providing professional engineering services to assist the City of Hattiesburg. These services will be performed as a Type 1 service as described in the Agreement for Engineering Services dated June 7, 2011. Services currently requested by the City and included in this Task Order include:

1. Technical assistance related to responding to Notices of Violation (NOV's) received from Mississippi Department of Environmental Quality (MDEQ)

HRG will assist with the preparation of the City's response to the NOV dated March 24, 2011 regarding the North Lagoon and the NOV dated March 22, 2011 regarding the South Lagoon. Further, HRG will provide technical assistance to aid the City in preparation for negotiations with MDEQ including, but not limited to, recommendation of appropriate interim limits, attendance at meetings, and preparation of other supporting materials.

2. Provide assistance in pursuing funding support for public works projects

HRG will provide assistance to the City of Hattiesburg to identify sources of funding to support anticipated public works projects including Federal, State, and other public and private financial resources. HRG will prepare materials as required by the City to pursue any identified funding programs and make our team available to attend meetings as directed by the City.

3. Preparation of a Program Implementation Plan

The City of Hattiesburg will undertake significant public works projects to improve the quality of life for its citizens and increase economic development opportunities in the near future. HRG will provide our experienced team and assist the City with conducting

community outreach activities and project communications to ensure the citizens of Hattiesburg and surrounding communities are included in the planning and informed of key infrastructure projects. The scope of services to be performed under this Task Order includes:

1. Outlining a Program Implementation Plan for the City Council to review and approve;
2. Develop a program messaging and branding format to improve communications;
3. Develop a community outreach and communication program;
4. Develop materials to assist the City Council to keep stakeholders informed;
5. Develop a database of key community and media contacts

4. Conduct a review of the City of Hattiesburg current water and sewer rates and rate structure

HRG will evaluate the financial requirements of the City's water and wastewater systems under existing conditions, review and formulate recommendations for water and sewer rate adjustments, if necessary, to provide for payment of debt service and operation and maintenance costs for the existing systems, and prepare a rate evaluation report describing our findings, conclusions and recommendations. We will review historical water and wastewater flows to establish historical trends and to develop forecasts of future flows by customer classification. Performance of this task will also provide for a review of the obligations of the existing debt service requirements. Attention will be given to the funding status of all required bond funds, including the following:

1. Various Improvements or Construction Funds
2. Revenue Funds
3. Operation and Maintenance Funds
4. Debt Service or Bond and Interest Funds
5. Debt Service Reserve Funds
6. Repair and Replacement Funds
7. Depreciation and Contingency Funds
8. Other discretionary funds that may have been required by the resolutions of any of the bond funds at the time of issuance

The following services are **not included** in this scope of work:

1. Development of construction or operation and maintenance costs
2. Development of a capital improvement plan
3. Engineering statements and bond issue support studies and/or analysis

The following information is to be provided by the City:

1. Previous sewer studies

2. Sewer fund budget information and income statements
3. Sewer sales records
4. Monthly sewage treatment records
5. Capital improvements plans
6. Schedule of debt service
7. Monthly revenue statements and monthly volume reports

All preliminary findings will be reviewed with the City's Public Works Department within sixty (60) calendar days from receipt of the information to be provided by the City. Subsequently, a final report will be developed for presentation of the evaluations defined by each task delineated in the scope of the review of the water and sewer rates. An executive summary will concisely describe the evaluation results and recommendations for adjustments, if necessary, to the water and sewer user charges.

Compensation for the work performed will be on an hourly basis with a Not-To-Exceed fee of \$200,000.00. This Task Order will cover all professional services describe above performed from April 1, 2011 to September 30, 2011.

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

Sincerely,

HATTIESBURG RESOURCE GROUP, LLC



Shea McNease, P.E.
Member

ACCEPTED:

By: _____

Date: 06-07-11

February 6, 2012

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

RE: HATTIESBURG RESOURCE GROUP, LLC - TASK ORDER NO. 4
COORDINATION WITH MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY (MDEQ)
AND THE ENVIRONMENTAL PROTECTION AGENCY (EPA)

Dear Mayor DuPree:

Hattiesburg Resource Group, LLC (HRG) is pleased to provide professional services to assist the City of Hattiesburg in coordinating and responding to the Mississippi Department of Environmental Quality (MDEQ) and the Environmental Protection Agency (EPA). Our services will be performed as a Type 1 service as described in the Agreement for Engineering Services dated June 7, 2011 as approved by the City Council. Professional services requested by the City and included in this Task Order No. 4 will be as outlined in the attached Exhibit A, "Scope of Services".

Compensation for the work performed will be on an hourly basis with a not-to-exceed fee of \$109,955.00. This task order will cover all professional services described above performed from February 6, 2012 to April 6, 2012.

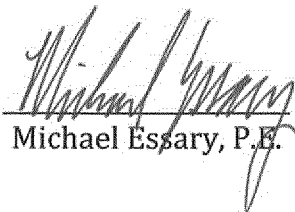
Please indicate your acceptance of this Task Order #4 by executing both original documents and returning one to our office. Thank you for the opportunity to be of continued service to you.

Sincerely,

HATTIESBURG RESOURCE GROUP, LLC



Shea McNease, P.E.



Michael Essary, P.E.

ACCEPTED:

BY: _____

DATE: _____

February 6, 2012

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

RE: HATTIESBURG RESOURCE GROUP, LLC - TASK ORDER NO. 4
COORDINATION WITH MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY (MDEQ)
AND THE ENVIRONMENTAL PROTECTION AGENCY (EPA)

Dear Mayor DuPree:

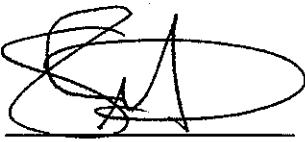
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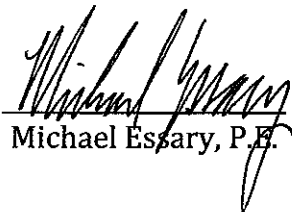
Compensation for the work performed will be on an hourly basis with a not-to-exceed fee of \$109,955.00. This task order will cover all professional services described above performed from February 6, 2012 to April 6, 2012.

Please indicate your acceptance of this Task Order #4 by executing both original documents and returning one to our office. Thank you for the opportunity to be of continued service to you.

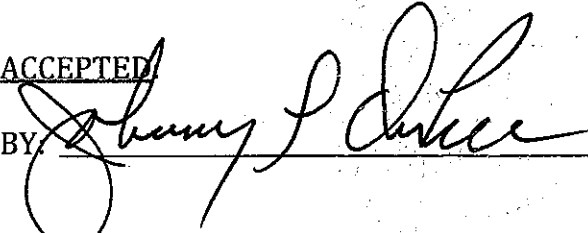
Sincerely,

HATTIESBURG RESOURCE GROUP, LLC


Shea McNease, P.E.


Michael Esfary, P.E.

ACCEPTED

BY: 

DATE: 2-21-12

Exhibit "A"
Scope of Services

EPA Response Report

Description

1. Provide the following:

- a. The size of the City's Sanitary Sewer Collection System (SSS) (LINEAR FEET or MILES);
- b. A list of the pump stations in the SSS, including size (gpm), and indicate if back up power is available and if it is adequate to fully operate the pump station
- c. A list of all constructed overflow points (any unpermitted constructed discharge points) in the SSS (including pump stations) prior to the headworks of the City's WWTPS
- d. The average design flow of the City's WWTPs (North & South Lagoons)
- e. The peak design flow of the City's WWTPs (North & South Lagoons)
- f. The annual average flow of the City's WWTPs (North & South Lagoons)
- g. The population served by the city's WWTPs and their respective SSS's (TAZ)

2. Provide a listing of all SSOs that occurred from February 2007 to the present. For each SSO provide the following:

- a. Date(s) of the SSO (Database to be developed by Jeff P.)
- b. Time (and Date if other than a. above) when the City was notified that the SSO event occurred
- c. Time (and Date if other than a. above) when the City (or contractor) crew responded to the SSO
- d. Time (and Date if other than a. above) when the SSO ceased
- e. Time (and Date if other than a. above) when corrective action was completed
- f. Location of the SSO, including source (pump station, manhole, etc.)
- g. Ultimate destination of the SSO, such as surface waterbody (by name, if available), storm drain leading to surface waterbody (by name, if available), dry land, building, etc.
- h. Volume of the SSO
- i. Cause of the SSO such as grease, roots, other blockages, wet weather (infiltration and inflow), loss of power at pump station, pump failure, etc
- j. Corrective actions taken to stop the SSO
- k. Corrective actions taken to prevent this or similar SSOs in the future

3. < Sewer Overflow Response Plan (SORP) > DEVELOP DRAFT "SORP"

4. Provide a copy of any additional City procedures not included in the SORP (as referenced in Question 3 above) for the following activities:

- a. Documenting SSOs
- b. Estimating SSO volume
- c. Identifying root causes of SSOs
- d. containment and clean-up of SSOs, including any specific procedures addressing backups into buildings caused by mainline problems
- e. Identifying wet weather related SSOs and reconnaissance of these during rain events
- f. All reporting of SSOs to the permitting authority, the State of Mississippi

<u>Description</u>
5. Provide the name of the person (or position title) responsible for each of the activities identified in the City's SORP and/or listed in Question 4 above.
1. Please submit the following information as an excel spreadsheet on a CD if possible:
a. Please provide a list of all non-domestic users (i.e., industrial and commercial) which discharge to the North & South Wastewater Treatment Plant, and identify: the facility name, the facility mailing address, the facility manager name and title, type of discharge (to sewer or hauled), the lagoon which receives the discharge (i.e.), and whether or not the City has obtained any monitoring results for flow, BOD or TSS from the user's discharge during the last 60 months.
b. If valid and properly obtained results are available, then please provide a separate summary table for each such non-domestic user with the facility name, sampling date, the tested parameter (i.e., Flow/BOD/TSS), the analytical monitoring result, the units of the result, the type of sample and analytical method used (for flow measurement identify the type of device).
2. For each individual treatment lagoon at the South Wastewater Treatment Plant (Cell-1, Cell-2, and Cell-3), please provide the design flow rate (MGD) and the actual average flow rate (MGD) for each of the last five years. If some information is unavailable for a particular lagoon, then please note this in the response.
3. Please provide the following information for each individual treatment lagoon at the South Wastewater Treatment Plant: Cell-1, Cell-2, Cell-3. If some information is unavailable for a particular one lagoon, then please note this in the response:
a. The average design loadings for BOD and TSS (lb/day).
b. The peak design loadings for BOD and TSS (lb/day)
c. Both the design and the current (actual) removal efficiencies for BOD and TSS.
d. The average loading for BOD and TSS (MGD flow, mg/L and lb/day) from domestic sources, as obtained from local monitoring.
e. Analytical results of the influent and effluent of the individual lagoon for BOD and TSS during the last 60 months, also noting the sampling date, location (influent/effluent), type (time or flow proportional composite), and analytical method.
4. Please provide the following information for the North Wastewater Treatment Plant. If some information is unavailable, then please note this in the response:
a. The average design loadings for BOD and TSS (lb/day).
b. The peak design loadings for BOD and TSS (lb/day)
c. Both the design and the current (actual) removal efficiencies for BOD and TSS.
d. The average loading for BOD and TSS (MGD flow, mg/L and lb/day) from domestic sources, as obtained from local monitoring.
e. Analytical results of the influent and effluent of the individual lagoon for BOD and TSS during the last 60 months, also noting the sampling date, location (influent/effluent), type (time or flow proportional composite), and analytical method.
Meetings with City and HRG to discuss strategies and updates
Gathering information for EPA Meeting
Sampling domestic influent @ both WWTPs



City of Hattiesburg, MS

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

Master

File Number: 2012-0545

File ID: 2012-0545

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 02/14/2012

Brief Title: HRG Amendment Number One to the Agreement for Engineering Services.

Final Action: 02/21/2012

Minute Book Number:

Title:

Authorize Mayor to Execute Amendment Number One to the Agreement for Engineering Services between the City of Hattiesburg and Hattiesburg Resource Group (HRG), executed on June 7, 2011.

Notes:

Sponsors:

Enactment Date:

Attachments: HRG - Signed Master Agreement, HRG - Amendment No 1 to Master Agreement

Enactment Number:

Contact:

Meeting Date: 02/21/2012

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/21/2012	Authorize				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Authorize Mayor to Execute Amendment Number One to the Agreement for Engineering Services between the City of Hattiesburg and Hattiesburg Resource Group (HRG), executed on June 7, 2011.							
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 2012-0545

Title

Authorize Mayor to Execute Amendment Number One to the Agreement for Engineering Services between the City of Hattiesburg and Hattiesburg Resource Group (HRG), executed on June 7, 2011.

Summary

Amendment Number One to the Agreement for Engineering Services between the City of Hattiesburg and Hattiesburg Resource Group (HRG).

Budget Information

Expenditure Type

Purchasing Item

Publication Information

orig. sent for you 8-12-11 2-8619-000
Ph 01 Task 1-4
MB2011-3/376-383

MOTION was made by Council member Carroll and seconded by Council member Naylor to Approve and Authorize Mayor to execute in triplicate an agreement for professional services with Hattiesburg Resource Group, LLC for engineering assistance and project implementation services for wastewater system improvements, including Task Order One.

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

YEAS:	Bradley	NAYS: None
	Delgado	
	Carroll	
	Ware	
	Naylor	

This being the 7th day of June, A. D., 2011

(Copies)

AGREEMENT FOR ENGINEERING SERVICES

BY AND BETWEEN

THE CITY OF HATTIESBURG, MISSISSIPPI

AND

HATTIESBURG RESOURCE GROUP, LLC

This AGREEMENT made this 7 day of JUNE, 2011, by and between **The City of Hattiesburg, Mississippi**, after this called "**OWNER**", and **Hattiesburg Resource Group, LLC**, a teaming arrangement between Neel-Schaffer, Inc. and Shows, Dearman, and Waits, Inc.; having its principal place of business at 704 Hardy Street, Hattiesburg, Mississippi, and mailing address of Post Office Box 1487, Hattiesburg, Mississippi 39403-1487, after this called the "**ENGINEER**".

I. DESCRIPTION OF SERVICES

OWNER intends to engage the **ENGINEER** to provide professional engineering services. Type 1 and Type 2 services will be provided by **ENGINEER** upon receipt of executed individual task orders from the **OWNER** which will contain specific scope of project, project requirements, and schedules for the work. The general scopes of work are attached as Exhibits B through E and include: Study and Report Phase Services as described in Exhibit B, Design Phase Services as described in Exhibit C, Construction Phase Services as described in Exhibit D, and Scope of Operational Phase Services as described in Exhibit E.

It is anticipated that the engineering services performed by individual task orders will consist of the following two general types of work:

Type 1: Such services shall consist of studies, reports, cost estimates and general consultation.

Type 2: Such services shall consist of boundary and topographical surveys, design, preparation of contract documents, assistance with bidding, and administration and consultation during project construction.

II. ADDITIONAL SERVICES

ENGINEER will provide services in accordance with the Exhibit A, "General Terms and Conditions" attached to and made a part of this AGREEMENT. The **OWNER** will pay **ENGINEER** for additional services not specified as Types 1 or 2 on the same basis as for Types 1 or 2 services. For services of independent professional associates and consultants employed by **ENGINEER**, **OWNER** will pay **ENGINEER** the amount billed to **ENGINEER** times a factor of 1.10. Performance of Additional Services and employment of independent professional associates and consultants by **ENGINEER** will require prior written authorization from **OWNER**. **ENGINEER** will submit monthly statements for services rendered.

III. PAYMENT FOR SERVICES

For **Type 1** Services, **OWNER** will pay **ENGINEER** on a Lump Sum basis negotiated and agreed to by both parties or on an hourly (not-to-exceed) fee basis computed by applying a factor of 2.90 times the Direct Labor Costs, plus Reimbursable Expenses. Subconsultant expenses and independent professional associate expenses will be billed to **OWNER** at their actual cost to

ENGINEER times a factor of 1.10. Other reimbursable expenses will be billed to **OWNER** at the **ENGINEER**'s actual cost.

For **Type 2 Services**, **OWNER** will pay **ENGINEER** on a Lump Sum basis negotiated and agreed to by both parties. The negotiated Lump Sum will be considered just compensation for the scope of work defined in the approved Task Order issued to the **ENGINEER** by the **OWNER**. Any additional services provided by the **ENGINEER** requested and/or approved by the **OWNER** that are outside of or in addition to the defined scope of work will be performed on an hourly basis computed by applying a factor of 2.90 times the Direct Labor Costs, plus Reimbursable Expenses. Subconsultant expenses and independent professional associate expenses will be billed to **OWNER** at their actual cost to **ENGINEER** times a factor of 1.10. Other reimbursable expenses will be billed to **OWNER** at the **ENGINEER**'s actual cost.

Direct Labor Costs used as basis of payment shall mean salaries and wages (basic and incentive) paid to all **ENGINEER**'s personnel engaged directly on the Project including, but not limited to, engineers, surveyors, designers, technicians, inspectors, secretaries and all other professional, technical and administrative classified personnel; but does not include indirect payroll related costs or fringe benefits.

Both **OWNER** and **ENGINEER** recognize that certain occasions may arise for which the methods of payment to **ENGINEER** set forth in this **AGREEMENT** may not be appropriate or fair to either or both parties. On these occasions, the methods of payment will be negotiated separately and terms agreed to will be stated on the individual task orders which will supersede the methods of payment specified in the **AGREEMENT**.

IV. TIME SCHEDULE

This **AGREEMENT** shall remain in effect for one year from the date of the contract being executed by both parties and will be automatically renewed annually or will terminate when: 1) a new contract is executed or 2) the **OWNER** shall determine that termination is in its best interest in accordance with Exhibit A.

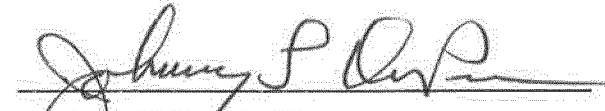
V. CHANGES TO AGREEMENT

This **AGREEMENT**, along with Exhibit A through E consisting of seventeen pages represent the complete **AGREEMENT** between **OWNER** and **ENGINEER** and may only be amended, supplemented, modified or canceled by a duly executed written instrument.

VI. ACCEPTANCE

IN WITNESS WHEREOF, the parties hereto have made and executed this **AGREEMENT** as of the day and year first above written.

The City of Hattiesburg, Mississippi


Johnny DuPree, PhD
Mayor

Hattiesburg Resource Group, LLC


Michael W. Essary, P.E.
Member

Hattiesburg Resource Group, LLC


Shea McNease, P.E.
Member

EXHIBIT A

GENERAL TERMS AND CONDITIONS

1. **Relationship between Engineer and Client.** Engineer shall serve as Client's professional engineering consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client.
2. **Responsibility of the Engineer.** Engineer will strive to perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, the Engineer shall not have control of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction; or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any contractor or subcontractor, or any other engineer, architect or consultant not under contract to the Engineer to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project.

Engineer shall determine the amounts owing to the construction contractor and recommend in writing payments to the contractor in such amounts. By recommending any payment, the Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made to check the quality or quantity of the contractor's work.

3. **Responsibility of the Client.** Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project.

Client shall give prompt written notice to the Engineer whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services, or any defect or nonconformance in the work of any construction contractor.

Client shall examine all documents presented by Engineer, obtain advice of an attorney or other consultant as Client deems appropriate for such examinations and provide decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.

4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
5. **Ownership of Documents.** Drawings, specifications, reports and any other documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be the property of Engineer. Engineer shall have the right to retain copies of all documents and drawings for its files.
6. **Reuse of Documents.** All documents, including drawings and specifications furnished by Engineer pursuant to this Agreement, are intended for use on the Project only. Client agrees they should not be used by Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.

-
7. **Opinions of Cost.** Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Engineer cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of construction costs.
 8. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and Engineer and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.
 9. **Delays.** If the Engineer's services are delayed by the Client, or for other reasons beyond the Engineer's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.
 10. **Subcontracts.** Engineer may subcontract portions of the services, but each subcontractor must be approved by Client in writing.
 11. **Suspension of Services.** Client may, at any time, by written order to Engineer, require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Engineer will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Client will reimburse Engineer for the costs of such suspension and remobilization.
 12. **Termination.** This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
 13. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.
 14. **Indemnification.** Engineer shall indemnify and hold harmless Client from Client's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer from Engineer's loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage to the extent caused by the sole negligent act, error or omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligency (including that of third parties) which caused the personal injury or property damage.

Client shall not be liable to the Engineer, and the Engineer shall not be liable to the Client, for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Client or the Engineer or their employees, agents or subcontractors, by reason of services rendered under this Agreement.
 15. **Legal Proceedings.** In the event Engineer's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Engineer is not a party to such proceeding, Client will compensate Engineer for its services and reimburse Engineer for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect

if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages Engineer to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.

16. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
17. **Insurance.** Within the context of prudent business practices, Engineer shall endeavor to maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive general liability with limits of at least \$500,000/ \$1,000,000; automotive liability with limits of at least \$500,000/ \$500,000; and professional liability insurance with an annual limit of at least \$500,000. Client recognizes that insurance market is erratic and Engineer cannot guarantee to maintain the coverages identified above.
18. **Information Provided by the Client.** The Engineer shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Engineer. In this case, the Client recognizes that the Engineer cannot assure the sufficiency of such information. Accordingly, the Engineer shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate the Engineer for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is insufficient.
19. **Subsurface Conditions and Utilities.** Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Engineer or Engineer's subconsultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological and geotechnical conditions that Engineer properly inferred to exist between sampling points may differ significantly from those that actually exist.

Engineer will locate utilities which will affect the project from information provided by the Client and utility companies and from Engineer's surveys. In that these utility locations are based, at least in part, on information from others, Engineer cannot and does not warrant their completeness and accuracy.

20. **Hazardous Materials.** When hazardous materials are known, assumed or suspected to exist at a project site, Engineer is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. Client hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform Engineer in writing prior to initiation of services under this Agreement.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Engineer agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client waives any claim against Engineer and agrees to indemnify, defend and hold Engineer harmless from any claim or liability for injury or loss arising from Engineer's encountering unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim.

21. **Risk Allocation.** The Client recognizes that Engineer's fee includes an allowance for funding a variety of risks which affect the Engineer by virtue of his agreeing to perform services on the Client's behalf. One of these risks stems from the Engineer's potential for human error. In order for the Client to obtain the benefits of a fee which includes a lesser allowance for risk funding, the Client agrees to limit the Engineer's liability to the Client and all construction contractors arising from the Engineer's professional acts, errors or omissions, such that the total aggregate liability of the Engineer to all those named shall not exceed \$50,000 or the Engineer's total fee for the services rendered on this project, whichever is greater.

-
22. **Anticipated Change Orders.** Client recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in construction contract documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the contract documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of change orders are to be expected. As long as Engineer provides services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions, client agrees not to make any claim against Engineer for cost of these change orders unless these costs become a significant part of the construction contract amount. In no case will Client make claim against Engineer for costs incurred if the change order work is a necessary part of the Project for which Client would have incurred cost if work had been included originally in the contract documents unless Client can demonstrate that such costs were higher through issuance of the change order than they would have been if originally included in the contract documents in which case any claim of Client against Engineer will be limited to the cost increase and not the entire cost of the change order.
23. **Payment.** Engineer shall submit monthly statements to Client. Payment in full shall be due upon receipt of the invoice. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent per month. Payment for Engineer's services is not contingent on any factor except Engineer's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. If Engineer brings any action at law or in equity to enforce or interpret the terms of this Agreement, or if Engineer must either prosecute or defend any action related to the subject matter of the Agreement, and prevails in such action, then Engineer shall be entitled to reasonable attorney's fees, expenses and costs, including expert witness fees, if applicable.
24. **Force Majeure.** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
25. **Compliance with Laws.** To the extent they apply to its employees or its services, the Engineer shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.
26. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the principal place of business of the Engineer.
28. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.
29. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

EXHIBIT B

SCOPE OF STUDY AND REPORT PHASE SERVICES

1 STUDY AND REPORT PHASE

After issuance of a Task Order, the Study and Report Phase will be initiated and the **ENGINEER** shall:

- 1.1 Consult with **OWNER** to clarify and define **OWNER's** requirements and review available data.
- 1.2 Advise **OWNER** as to the necessity of **OWNER's** providing or obtaining from others data or services and assist **OWNER** in obtaining such data and services.
- 1.3 Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of anticipated Projects and participate in consultations with such authorities.
- 1.4 Provide analyses of **OWNER's** needs, planning surveys, site evaluations, and comparative studies of prospective sites and solutions.
- 1.5 Provide a general economic analysis of **OWNER's** requirements applicable to various alternatives.
- 1.6 Prepare a Report containing schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to **OWNER** and setting forth **ENGINEER's** findings and recommendations. This Report will be accompanied by **ENGINEER's** opinion of probable costs for anticipated Project, if applicable, including the following which will be separately itemized: Opinion of probable Construction Cost, allowance for engineering costs and contingencies, and (on the basis of information furnished by **OWNER**) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges, and for other services to be provided by others for **OWNER**. The total of all such costs, allowances, etc. will be referred to as "Total Project Costs".
- 1.7 Furnish five copies of the Study and Report documents and review them in person with **OWNER**.
- 1.8 Schedule progress meetings as required to effectively coordinate with the **OWNER**; prepare minutes of these progress meetings; and prepare a progress report monthly for the preceding month's work which shall accompany the **ENGINEER's** monthly statement.

EXHIBIT C

SCOPE OF DESIGN PHASE SERVICES

1 PRELIMINARY DESIGN PHASE

After issuance of a Task Order, the Preliminary Design Phase will be initiated and the **ENGINEER** shall:

- 1.1 Consult with the **OWNER** to clarify and define the **OWNER's** requirements for the Project.
- 1.2 Assemble and review available data which may be pertinent to the Project.
- 1.3 Coordinate surveys needed for design of the Project, including locating utilities which are visually apparent including establishing horizontal and vertical control as necessary for construction of the Project.
- 1.4 Coordinate subsurface explorations and geotechnical analyses to determine general subsurface conditions and parameters for final design of the Project. The **OWNER** recognizes that even a comprehensive sampling and testing program implemented by trained and experienced personnel with appropriate equipment may fail to detect certain hidden conditions. **OWNER** also recognizes that actual environmental, geological and geotechnical conditions that the **ENGINEER** properly inferred to exist between sampling points may differ significantly from those that actually exist.
- 1.5 Identify and analyze requirements of governmental authorities having jurisdiction to approve the Project with whom consultation is to be undertaken in connection with the Project.
- 1.6 Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.
- 1.7 Develop criteria for rights-of-way, working easements and permanent easements. Indicate preliminary rights-of-way and easement requirements on drawings. Determine apparent ownership of property where easements are required.
- 1.8 Locate telephone, electric power, gas, water, sewer and other utilities which will affect the Project from information provided by the **OWNER** and utility companies and from the **ENGINEER's** surveys. In that these utility locations are based, at least in part, on information from others, the **ENGINEER** cannot and does not warrant their completeness or accuracy.
- 1.9 Based on the information contained in the preliminary design documents, prepare an opinion of probable construction costs.
- 1.10 Furnish one copy of above preliminary design documents to **OWNER** for review.
- 1.11 Schedule progress meetings as required to effectively coordinate with the **OWNER**; prepare minutes of these progress meetings; and prepare a design progress report monthly for the preceding month's work which shall accompany the **ENGINEER's** monthly statement.

2 FINAL DESIGN PHASE

After receiving written authorization to proceed with the Final Design Phase, the **ENGINEER** shall:

- 2.1 Modify preliminary design documents as necessary to reflect **OWNER's** comments.
- 2.2 Perform detailed design.
- 2.3 On the basis of approved preliminary design documents (including **OWNER's** comments) and detailed design, prepare final design documents to include final construction drawings, specifications and contract documents.
- 2.4 Conduct plan-in-hand inspection of the project site with **OWNER** and representatives of governmental agencies which may have jurisdiction over the Project.
- 2.5 Meet as necessary with representatives of utility companies to resolve utility issues.
- 2.6 Prepare a project notebook containing copies of all design calculations, equipment and component data sheets, manufacturer's catalog cuts, survey books/notes, correspondence and other information.
- 2.7 Based on information contained in the final design documents, prepare a revised opinion of probable construction costs.
- 2.8 Provide technical criteria, written descriptions and design data for **OWNER's** use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to review or approve the final design of the Project and assist **OWNER** in consultations with appropriate authorities.
- 2.9 Furnish one set of the above final design documents to the **OWNER** for review and approval
- 2.10 Schedule progress meetings as required to effectively coordinate with the **OWNER**; prepare minutes of these progress meetings; and prepare a design progress report monthly for the preceding month's work which shall accompany the **ENGINEER's** monthly statement.
- 2.11 The **ENGINEER's** services under the Final Design Phase will be considered complete at the earlier of (1), the date when the final design documents have been accepted by the **OWNER**, or (2), 30 days after the date when the final design documents are delivered to the **OWNER** for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the final design documents if such approval is to be obtained during the Final Design Phase.

EXHIBIT D

SCOPE OF CONSTRUCTION PHASE SERVICES

1 BIDDING AND CONTRACTING PHASE

After the **OWNER** has authorized the soliciting prices from prospective suppliers and contractors, the Bidding and Contracting Phases will be initiated and the **ENGINEER** shall:

- 1.1 Prepare and issue Contract Documents to prospective suppliers and contractors, and maintain a record of their issuance.
- 1.2 Prepare and issue Addenda as appropriate to interpret, clarify, correct or expand Contract Documents to each known holder of the Contract Documents.
- 1.3 Provide information on the general scope, unusual conditions and desired sequence of construction as requested by holders of Contract Documents.
- 1.4 Conduct a pre-bid conference if requested by the **OWNER**.
- 1.5 Assist the **OWNER** in obtaining proposals for the construction of the project.
- 1.6 Consult with and advise the **OWNER** as to the acceptability of subcontractors, suppliers, and other persons or organizations proposed by the prime Contractor as required by the Contract Documents.
- 1.7 Consult with and advise the owner as to the acceptability of substitute materials and equipment proposed by the Contractor when substitution prior to the award of contracts is allowed by the Contract Documents.
- 1.8 Assist the **OWNER** in evaluating proposals, if requested.
- 1.9 Assist the **OWNER** in the preparation of the documents necessary to complete the award.
- 1.10 Conduct a preconstruction conference.
- 1.11 The Bidding and Contracting Phase will be considered complete upon execution of a construction contract or upon cessation of negotiations with prospective contractors.

2 CONSTRUCTION PHASE

- 2.1 The **ENGINEER** shall consult with and advise **OWNER** and act as **OWNER'S** representative; shall issue all instructions of **OWNER** to Contractor; and shall act as initial interpreter of the Contract Documents and judge of the acceptability of the work thereunder.
- 2.2 Visits to Site and Observation of Construction.

HATTIESBURG RESOURCE GROUP, LLC

June 7, 2011

Mayor Johnny DuPree, PhD
City of Hattiesburg
Post Office Box 1898
Hattiesburg, MS 38403-1898

RE: TASK ORDER ONE
ENGINEERING ASSISTANCE AND PROJECT IMPLEMENTATION SERVICES

Dear Mayor DuPree:

Hattiesburg Resource Group, LLC (HRG) is pleased to be providing professional engineering services to assist the City of Hattiesburg. These services will be performed as a Type 1 service as described in the Agreement for Engineering Services dated June 7, 2011. Services currently requested by the City and included in this Task Order include:

1. Technical assistance related to responding to Notices of Violation (NOV's) received from Mississippi Department of Environmental Quality (MDEQ)

HRG will assist with the preparation of the City's response to the NOV dated March 24, 2011 regarding the North Lagoon and the NOV dated March 22, 2011 regarding the South Lagoon. Further, HRG will provide technical assistance to aid the City in preparation for negotiations with MDEQ including, but not limited to, recommendation of appropriate interim limits, attendance at meetings, and preparation of other supporting materials.

2. Provide assistance in pursuing funding support for public works projects

HRG will provide assistance to the City of Hattiesburg to identify sources of funding to support anticipated public works projects including Federal, State, and other public and private financial resources. HRG will prepare materials as required by the City to pursue any identified funding programs and make our team available to attend meetings as directed by the City.

3. Preparation of a Program Implementation Plan

The City of Hattiesburg will undertake significant public works projects to improve the quality of life for its citizens and increase economic development opportunities in the near future. HRG will provide our experienced team and assist the City with conducting

community outreach activities and project communications to ensure the citizens of Hattiesburg and surrounding communities are included in the planning and informed of key infrastructure projects. The scope of services to be performed under this Task Order includes:

1. Outlining a Program Implementation Plan for the City Council to review and approve;
2. Develop a program messaging and branding format to improve communications;
3. Develop a community outreach and communication program;
4. Develop materials to assist the City Council to keep stakeholders informed;
5. Develop a database of key community and media contacts

4. Conduct a review of the City of Hattiesburg current water and sewer rates and rate structure

HRG will evaluate the financial requirements of the City's water and wastewater systems under existing conditions, review and formulate recommendations for water and sewer rate adjustments, if necessary, to provide for payment of debt service and operation and maintenance costs for the existing systems, and prepare a rate evaluation report describing our findings, conclusions and recommendations. We will review historical water and wastewater flows to establish historical trends and to develop forecasts of future flows by customer classification. Performance of this task will also provide for a review of the obligations of the existing debt service requirements. Attention will be given to the funding status of all required bond funds, including the following:

1. Various Improvements or Construction Funds
2. Revenue Funds
3. Operation and Maintenance Funds
4. Debt Service or Bond and Interest Funds
5. Debt Service Reserve Funds
6. Repair and Replacement Funds
7. Depreciation and Contingency Funds
8. Other discretionary funds that may have been required by the resolutions of any of the bond funds at the time of issuance

The following services are **not included** in this scope of work:

1. Development of construction or operation and maintenance costs
2. Development of a capital improvement plan
3. Engineering statements and bond issue support studies and/or analysis

The following information is to be provided by the City:

1. Previous sewer studies

2. Sewer fund budget information and income statements
3. Sewer sales records
4. Monthly sewage treatment records
5. Capital improvements plans
6. Schedule of debt service
7. Monthly revenue statements and monthly volume reports

All preliminary findings will be reviewed with the City's Public Works Department within sixty (60) calendar days from receipt of the information to be provided by the City. Subsequently, a final report will be developed for presentation of the evaluations defined by each task delineated in the scope of the review of the water and sewer rates. An executive summary will concisely describe the evaluation results and recommendations for adjustments, if necessary, to the water and sewer user charges.

Compensation for the work performed will be on an hourly basis with a Not-To-Exceed fee of \$200,000.00. This Task Order will cover all professional services describe above performed from April 1, 2011 to September 30, 2011.

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

Sincerely,

HATTIESBURG RESOURCE GROUP, LLC



Shea McNease, P.E.
Member

ACCEPTED:

By: _____

Date: 06-07-11

**AMENDMENT NUMBER ONE
TO THE
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
THE CITY OF HATTIESBURG
AND
HATTIESBURG RESOURCE GROUP, LLC**

THIS IS AN AMENDMENT made on February 21, 2012, to the prime Agreement for Engineering Services (prime agreement) between the CITY of HATTIESBURG, (OWNER) and HATTIESBURG RESOURCE GROUP, LLC, (ENGINEER) executed on June 7, 2011.

The OWNER has requested that the language regarding communications between the OWNER and ENGINEER below be added to the following Exhibits:

Exhibit B, "Scope of Study and Report Phase Services"

Exhibit C, "Scope of Design Phase Services"

Exhibit D, "Scope of Construction Phase Services."

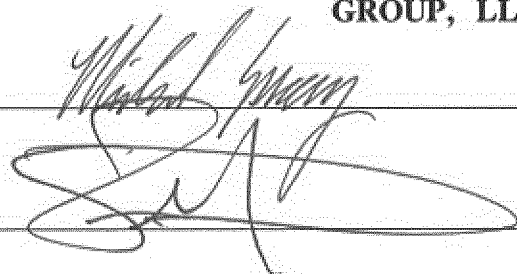
Added language:

"All written communications and a summary of all discussions, whether verbal or via electronic device, shall be forwarded on a monthly basis or as needed to the Clerk of Council for distribution to the members of the Council."

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

OWNER: CITY OF HATTIESBURG

**ENGINEER: HATTIESBURG RESOURCE
GROUP, LLC.**





City of Hattiesburg, MS

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

Master

File Number: 2012-0550

File ID: 2012-0550

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 02/16/2012

Brief Title: MOU for Transportation Enhancement project
Pedestrian and Landscape Improvements Various
Routes.

Final Action: 02/21/2012

Minute Book Number: MB 2012-1/52

Title:

Authorize Mayor to Execute in duplicate Memorandum of Understanding (MOU) between the City and MDOT for Transportation Enhancement project Pedestrian and Landscape Improvements Various Routes. Project STP-0018-00(029)LPA/106346-701000.

Notes:

Sponsors:

Enactment Date:

Attachments: MOU for Transportation Enhancement project

Enactment Number:

Contact: `

Meeting Date: 02/21/2012

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/21/2012	Authorize				Pass
Action Text: A MOTION was made by Vice President Ware and seconded by Council Member Carroll to Authorize Mayor to Execute in duplicate Memorandum of Understanding (MOU) between the City and MDOT for Transportation Enhancement project Pedestrian and Landscape Improvements Various Routes. Project STP-0018-00(029)LPA/106346-701000.							
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 2012-0550

Title

Authorize Mayor to Execute in duplicate Memorandum of Understanding (MOU) between the City and MDOT for Transportation Enhancement project Pedestrian and Landscape Improvements Various Routes. Project STP-0018-00(029)LPA/106346-701000.

Summary

MOU for Transportation Enhancement project Pedestrian and Landscape Improvements Various Routes.

Budget Information

\$780,000 (80% federal match, 20% local match)

Expenditure Type

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

16499 Highway 49, Saucier, Mississippi 39574-9740
February 14, 2012

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

RE: Memorandum of Understanding, MOU, for Transportation Enhancement project
Pedestrian and Landscape Improvements Various Routes

Dear Mayor Dupree,

Attached are the duplicate copies of the MOU for the above reference project for your review and processing. The MOU outlines responsibilities and funding as required by the project development manual, PDM, for federally funded projects. Please execute the MOU in duplicate and return with council minutes signifying approval to my office. Please Mail to:

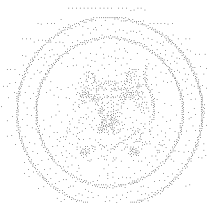
Mississippi Department of Transportation
Attn: David Seyfarth
16499B Highway 49
Saucier, MS 39574-9740

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-0018-00(029)LPA/106346-701000
Landscape and Pedestrian Improvements for Multiple Routes
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**, a *Local Public Agency*, "LPA" (hereinafter referred to as the "LPA"), for the purpose of establishing the agreed conditions under which the LPA may utilize Transportation Enhancement 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 landscape and pedestrian improvements to Broadway Drive, Pine Street, Mobile Street, and Bouie Street; (hereinafter referred to as the "PROJECT"); and

WHEREAS, it is anticipated that approximately **\$ 780,000.00** 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 the construction contract is not awarded and fully executed 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. (See Page 3-4 of opinion, Feb. 9, 2011)

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 state 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 LPA and the COMMISSION desire to set forth more fully the

understandings of the parties with respect to the process by which this will be accomplished.

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. (See Page 3-4 of opinion, Feb. 9, 2011)
5. 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.
5. 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 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.

6. 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.

7. Promptly pay any consultants or contractors monies due them within 30 days of submittal of invoice from the consultant or contractor.

8. 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 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.

9. 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.

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 tribunals 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 Six
MDOT
16499#B Hwy 49
Saucier, MS 39574
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.

(the rest of this page intentionally left blank)

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.

ARTICLE VII. AUTHORITY TO CONTRACT

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

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

City of Hattiesburg

Johnny L. Dupree, Mayor

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

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

Melinda L. McGrath, Executive Director
Mississippi Department of Transportation

Book _____, Page _____.



City of Hattiesburg, MS

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

Master

File Number: 2012-0534

File ID: 2012-0534

Type: Regular Agenda Item

Status: Draft

Version: 2

Reference:

In Control: City Council

File Created: 02/14/2012

Brief Title: Driver/Operator NFPA 1002 Contract State Academy

Final Action: 02/21/2012

Minute Book Number:

Title:

Authorize Mayor to execute joint contractual agreement between the Mississippi State Fire Academy (MSFA) , the Hattiesburg Fire Department and Petal Fire Department to administer the Driver/Operator NFPA 1002 - Pumper Field Course Curriculum.

Notes: Academy staff is to provide NFPA 1002 documents and curriculum powerpoints, activities and provide testing. This course will consist of 80 hours - EMT 12 hours. The academy is utilizing MSFA staff members and/or approved associate instructors. This Memorandum of Understanding applies to a minimum of 13 students with a service fee total cost of \$1,728.00. Hattiesburg Fire Department -7 students @ \$930.52 and Petal Fire Department 6 students @ \$797.48.

Sponsors:

Enactment Date:

Attachments: HFD Agreement, 2-21-12, Driver Operator NFPA 1002 Pumper-Field Course, Executed MSFA.driver

Enactment Number:

Contact:

Meeting Date:

Drafter: Linda Montgomery

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	02/21/2012	Authorize				Pass
	Action Text: A MOTION was made by Vice President Ware and seconded by Council Member Naylor to Authorize Mayor to execute joint contractual agreement between the Mississippi State Fire Academy (MSFA) , the Hattiesburg Fire Department and Petal Fire Department to administer the Driver/Operator NFPA 1002 - Pumper Field Course Curriculum.						
	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 2012-0534

Title

Authorize Mayor to execute joint contractual agreement between the Mississippi State Fire Academy (MSFA) , the Hattiesburg Fire Department and Petal Fire Department to administer the Driver/Operator NFPA 1002 - Pumper Field Course Curriculum.

Summary

Agreement 2-21-12 - Pumper Field Course Curriculum

Budget Information

Expenditure Type

Publication Information

02/13/2012 MON 16:17 FAX 6015454652 police and fire training
02/13/2012 MON 15:09 FAX 601 932 2819

02002/003
02002/003



STATE FIRE ACADEMY

Division of the Mississippi Insurance Department
#1 FIRE ACADEMY U.S.A.
JACKSON, MISSISSIPPI 39208-9600
Phone: (601) 932-2444



Reggie Bell

Executive Director

This Memorandum of Understanding is entered into between the Mississippi State Fire Academy (MSFA), #1 Fire Academy USA, Jackson, MS 39208 (Rankin County Mississippi) and the following Customer: Hattiesburg Fire Department

Memorandum of Understanding (Rev. 7/2010)

Mike Chaney

Insurance Commissioner
MSFA, #1 Fire
Department

Customer Name:

Address:

City, State Zip:

Phone:

Fax:

Federal ID Number:

Contact Person/Title:

Email Address:

Hattiesburg Fire Department

53 Academy Drive

Hattiesburg, MS 39401

601-545-4650

601-545-4652

Nick Haneth/Training

nhaneth@hattiesburg.ms.us

Robert Pickering/Training Officer

rpickering@hattiesburg.ms.com

1. DATE(S) OF SERVICE: February 27 to March 9, 2012

This contract MUST be signed & received by the MSFA (5) business days prior to course starting

2. LOCATION FOR SERVICE TO BE PERFORMED: Hattiesburg Fire Department

3. DESCRIPTION OF SERVICE TO BE PROVIDED TO CUSTOMER: Mississippi State Fire Academy (MSFA) shall provide the course, Driver/Operator NFPA 1002; Pumper - Field Course. Academy Staff will provide the local course coordinator a complete package to manage the delivery of the course. No books are included. MSFA will administer all written and skill examinations. Course hours: Eighty (80) - EMT Hours: Twelve (12)

Examination dates must be approved by MSFA personnel. All communications concerning test scores, student activities, etc. shall be between the MSFA coordinator and the local course manager. The customer shall ensure that all participants have been trained to the level of NFPA 1001 - Level I - II, or Certified Volunteer Firefighter Level 1 prior to start of course. Certificates will be issued upon successful completion of course.

All documents and curriculum provided to the Hattiesburg Fire Department from MSFA is the property of MSFA and cannot be duplicated for use outside of this delivery. Per the roll sheet delivered when requesting this class, this course will be delivered to seven (7) students from Hattiesburg Fire Department.

4. NUMBER OF STUDENTS THIS MEMORANDUM OF UNDERSTANDING APPLIES TO:

Minimum Number: 7 Maximum Number: 7

5. SERVICE FEE: Total Cost \$930.44 (Hattiesburg 7 students; Petal 6 students) Student cost = \$132.93
Please note that the total course fee to be split between Hattiesburg and Petal shall total \$1728.00.

If a Purchase Order is required for this service, indicate so and provide a purchase order number and/or copy of the purchase order.

Please note: That if there is more than one department/organization entering this agreement for this course and the fee is split between the departments/organizations, the cost per student is based on the provided number of students. If the number of students from participating departments/organizations changes, the cost per student will change. However, the total of the fees will equal the total cost above and will be split between the participating departments/organizations.

If on Academy campus Monday through Thursday, are meals to be provided: ☐ Yes ☐ No ☒ N/A If Yes, indicate which meals are provided: _____ Breakfast served 6:30 a.m. to 7:15 a.m. _____ Lunch served 11:30 a.m. to 12:45 p.m.

If on Academy campus Monday through Thursday, are dorm beds requested: ☐ Yes _____ # of Beds: ☐ No ☒ N/A
Note: An invoice will be submitted to the customer upon completion of the service. If a purchase order number is required from your company, please fill in the appropriate blocks on this form. Payment for services is due within thirty (30) days of completion of services and receipt of invoice.

MISSISSIPPI FIRE ACADEMY

Fax: (601) 932-2819

E-Mail: fireacademy@msfa.state.ms.us

02/13/2012 MON 16:17 FAX 6015454652 police and fire training
02/13/2012 MON 15:10 FAX 601 932 2619

0003/003
0003/003

6. MODIFICATION, AMENDMENT, OR TERMINATION OF AGREEMENT:

Modifications, amendments, or termination of the Memorandum of Understanding may be made upon mutual agreement of both parties but must be in writing and signed by both parties. This Agreement may be terminated by the Academy upon written notice to the Customer should the Academy be subject to governmental budgetary cuts or if personnel cuts limit the amount of available manpower necessary to execute the professional service.

7. INSURANCE:

Customer represents that it will maintain workers' compensation insurance as prescribed by law that will insure to the benefit of the customer's personnel, as well as comprehensive general liability insurance. The Academy represents that it maintains workers compensation insurance for Academy personnel during the course of their official duties. Further, the Academy represents that as a state agency, the Mississippi Tort Claims Board views the organization as a sub-agency of the Mississippi Insurance Department. The Mississippi Insurance Department is certified by the Mississippi Tort Claims Board by participating in the Mississippi Tort Claims Fund as set forth in Chapter 48, Title 11, Mississippi Code 1972, as amended. This fund provides protection for tort claims against state employees and agencies subject to terms and limitations established by law while in the scope of their duties.

8. GOVERNING LAW:

This Agreement will be construed and governed in accordance with the laws of the State of Mississippi excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

9. ACADEMY COURSE MATERIAL IS PROTECTED PROPERTY:

Academy course instructional material (lesson plans, power point presentations, handouts, skills check off's, etc.) shall be considered Protected Property belonging to the Academy. If part of this agreement is to provide the Customer this information for performance of this agreement, the Customer shall not copy, duplicate, transcribe, or any other form of duplication, in whole or in part, any course material submitted to them for use in fulfilling this Memorandum of Understanding, either directly or indirectly, for personal benefit, the benefit of another, or for future use. This statement of policy shall continue to be in effect whether or not the Agreement is terminated or has expired. Additionally, if any state property is utilized as part of this agreement, the Customer assures proper custody and care of the property (withstanding normal use and wear and tear).

10. ACKNOWLEDGEMENT OF MEMORANDUM OF UNDERSTANDING:

This constitutes the entire agreement of both parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto. For the faithful performance of the terms of this agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

PARTIES IN AGREEMENT:

Mississippi State Fire Academy

Authorized Personnel: Reggie Bell, Executive Director

Authorized Personnel: Pam Ladner, Office Director

Reggie Bell 2-13-12
Signature/Date

Customer: Hattiesburg Fire Department

Authorized Personnel: Chief David Webster

Title: Fire Chief

Authorized Personnel:

Signature/Date

Pam Ladner 2-13-2012
Signature/Date

Optional Signature/Or Designee/Date:

Academy Contact Regarding this Agreement:

Steven Ashby, Senior Instructor Advanced

Telephone: 601-932-2444

Email: saashby@msafa.state.ms.us

If a Purchase Order is required for this service, indicate so and provide a purchase order number and/or copy of the purchase order:

Customer Invoicing/Billing Address:

Contact Name: _____
Contact Phone Number: _____

Please fax to 801-452-2010 and mail the original signature document to the Fire Academy at the following address:

Pam Ladner, Office Director

State Fire Academy

#1 Fire Academy USA Jackson MS 39208-9600



STATE FIRE ACADEMY

Division of the Mississippi Insurance Department
#1 FIRE ACADEMY U.S.A.
JACKSON, MISSISSIPPI 39208-9600
Phone: (601) 932-2444



Reggie Bell

Executive Director

This Memorandum of Understanding is entered into between the Mississippi State Fire Academy (MSFA), #1 Fire Academy USA, Jackson, MS 39208 (Rankin County Mississippi) and the following Customer: Hattiesburg Fire Department

Memorandum of Understanding (Rev. 7/2010)

Mike Chaney

Insurance Commissioner

Customer Name:

Address:

City, State Zip:

Phone:

Fax:

Federal ID Number:

Contact Person/Title:

Email Address:

Hattiesburg Fire Department

53 Academy Drive

Hattiesburg, MS 39401

601-545-4650

601-545-4652

Nick Hanetho/Training

nhanetho@hattiesburg.ms.us

Robert Pickering/Training Officer

rpickering@hattiesburg.ms.com

1. DATE(S) OF SERVICE: February 27 to March 9, 2012

This contract MUST be signed & received by the MSFA (5) business days prior to course starting

2. LOCATION FOR SERVICE TO BE PERFORMED: Hattiesburg Fire Department

3. DESCRIPTION OF SERVICE TO BE PROVIDED TO CUSTOMER: Mississippi State Fire Academy (MSFA) shall provide the course, Driver/Operator NFPA 1002: Pumper - Field Course. Academy Staff will provide the local course coordinator a complete package to manage the delivery of the course. No books are included. MSFA will administer all written and skill examinations. Course hours: Eighty (80) - EMT Hours: Twelve (12)

Examination dates must be approved by MSFA personnel. All communications concerning test scores, student activities, etc. shall be between the MSFA coordinator and the local course manager. The customer shall ensure that all participants have been trained to the level of NFPA 1001 - Level I - II, or Certified Volunteer Firefighter Level 1 prior to start of course. Certificate will be issued upon successful completion of course.

All documents and curriculum provided to the Hattiesburg Fire Department from MSFA is the property of MSFA and cannot be duplicated for use outside of this delivery. Per the roll sheet delivered when requesting this class, this course will be delivered to seven (7) students from Hattiesburg Fire Department.

4. NUMBER OF STUDENTS THIS MEMORANDUM OF UNDERSTANDING APPLIES TO:

Minimum Number: 7 Maximum Number: 7

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If on Academy campus Monday through Thursday, are dorm beds requested: ☐ Yes ☐ No ☒ N/A

Note: An invoice will be submitted to the customer upon completion of the service. If a purchase order number is required from your company, please fill in the appropriate blocks on this form. Payment for services is due within thirty (30) days of completion of services and receipt of invoice.

MISSISSIPPI FIRE ACADEMY

Fax: (601) 932-2819

E-Mail: fireacademy@msfa.state.ms.us

6. MODIFICATION, AMENDMENT, OR TERMINATION OF AGREEMENT:

Modifications, amendments, or termination of the Memorandum of Understanding may be made upon mutual agreement of both parties but must be in writing and signed by both parties. This Agreement may be terminated by the Academy upon written notice to the Customer should the Academy be subject to governmental budgetary cuts or if personnel cuts limit the amount of available manpower necessary to execute the professional service.

7. INSURANCE:

Customer represents that it will maintain workers' compensation insurance as prescribed by law that will insure to the benefit of the customer's personnel, as well as comprehensive general liability insurance. The Academy represents that it maintains workers compensation insurance for Academy personnel during the course of their official duties. Further, the Academy represents that as a state agency, the Mississippi Tort Claims Board views the organization as a sub-agency of the Mississippi Insurance Department. The Mississippi Insurance Department is certified by the Mississippi Tort Claims Board by participating in the Mississippi Tort Claims Fund as set forth in Chapter 48, Title 11, Mississippi Code 1972, as amended. This fund provides protection for tort claims against state employees and agencies subject to terms and limitations established by law while in the scope of their duties.

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This Agreement will be construed and governed in accordance with the laws of the State of Mississippi excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

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10. ACKNOWLEDGEMENT OF MEMORANDUM OF UNDERSTANDING:

This constitutes the entire agreement of both parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto. For the faithful performance of the terms of this agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

PARTIES IN AGREEMENT:

Mississippi State Fire Academy

Authorized Personnel: Reggie Bell, Executive Director

Authorized Personnel: Pam Ledner, Office Director

Reggie Bell 2-13-12
Signature/Date

Pam Ledner 2-13-2012
Signature/Date

Customer: Hattiesburg Fire Department

Authorized Personnel: Chief David Webster

Title: Fire Chief

Authorized Personnel:

[Signature] 2/21/12
Signature/Date

Optional Signature/Or Designee/Date:

Academy Contact Regarding this Agreement:

Steven Ashby, Senior Instructor Advanced

Telephone: 601-932-2444

Email: saashby@meta.state.ms.us

If a Purchase Order is required for this service, include so and provide a purchase order number under copy of the purchase order.

Customer Invoicing/Billing Address:

Contact Name:

Contact Phone Number:

Please fax to 601-932-2819 and mail the original signature document to the Fire Academy at the following address:

Pam Ledner, Office Director

State Fire Academy

#1 Fire Academy USA Jackson MS 39208-9800



City of Hattiesburg, MS

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

Master

File Number: 2012-0521

File ID: 2012-0521

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 02/13/2012

Brief Title: 2012 Hattiesburg Arts Council Agreement

Final Action: 02/21/2012

Minute Book Number: MB 2012-1/52-53

Title:

Authorize Mayor to execute duplicate original agreement between City of Hattiesburg Parks and Recreation Department and Hattiesburg Arts Council to provide art for children programs and art and cultural opportunities for adults, seniors, and persons with disabilities for Hattiesburg residents. This program will operate October 1, 2011 through September 30, 2012. (Nunc Pro Tunc)

Notes:

Sponsors:

Enactment Date:

Attachments: Hattiesburg Arts Council Agreement 2012, Executed Arts Agreement

Enactment Number:

Contact:

Meeting Date: 02/21/2012

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	02/21/2012	Authorize				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Carroll to Authorize Mayor to execute duplicate original agreement between City of Hattiesburg Parks and Recreation Department and Hattiesburg Arts Council to provide art for children programs and art and cultural opportunities for adults, seniors, and persons with disabilities for Hattiesburg residents. This program will operate October 1, 2011 through September 30, 2012. (Nunc Pro Tunc)							
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 2012-0521

Title

Authorize Mayor to execute duplicate original agreement between City of Hattiesburg Parks and Recreation Department and Hattiesburg Arts Council to provide art for children programs and art and cultural opportunities for adults, seniors, and persons with disabilities for Hattiesburg residents. This program will operate October 1, 2011 through September 30, 2012. (Nunc Pro Tunc)

Summary

2012 Hattiesburg Arts Council Agreement

Budget Information

002315.6049

Expenditure Type

Regular Budget Item

Purchasing Item

Publication Information

STATE OF MISSISSIPPI

COUNTY OF FORREST

AGREEMENT

WHEREAS, the Hattiesburg Arts Council, formerly the Hattiesburg Civic Arts Council, hereinafter referred to as “Council” and the City of Hattiesburg, Mississippi, a municipal corporation, hereinafter referred to as “City”, has entered into discussion with view of Council providing art for children programs and art and cultural opportunities for adults, seniors, and persons with disabilities in the Hattiesburg area, and the parties hereto desire to reduce to writing their agreement of understanding with a properly executed copy of Agreement provided to each party.

Council and City do hereby agree and obligate themselves as follows, to-wit:

I.

Council will provide art for children and art and cultural opportunities for adults, seniors, and persons with disabilities program for residents of the Hattiesburg area, for a period beginning on the 1st day of October 2011 and termination on the 30th day of September 2012. Council shall be responsible for operation of the art program including, but not limited to organization, obtaining instructors, supplies, and other related duties and responsibilities.

II.

City shall be responsible for providing space for this art program at the Hattiesburg Recreation Center, the C.E. Roy Center, and other venues as available, signing up participants, limiting rosters to no more than thirty (30) children preprimary and per intermediate sessions, collection of fees, and providing to the Council an amount not to exceed Six Thousand Dollars (\$6,000.00), for the purpose of defraying a portion of the expenses incurred by the Council for the conduct of this program. The appropriate expenditure reports shall be completed and filed with the City Clerks by October 31, 2012.

III.

Council does hereby obligate itself to comply with the policies of the **City** that all recreation programs shall be open to all citizens of the Hattiesburg area regardless of his/her ability to pay any fees charged for participation in said programs. **Council** does further obligate itself, in the event availability of the program is limited due to the number of applicants, city residents must receive priority for acceptance in the program.

IV.

It is understood by and between parties that this Agreement may be terminated by either party for any reason upon thirty (30) days written notice of their intention to terminate this Agreement.

V.

WITNESS OUR SIGNATURES, on duplicate originals, on this, the _____ day of _____, A.D., _____.

HATTIESBURG ARTS COUNCIL
(formerly the - HATTIESBURG CIVIC
ARTS COUNCIL)

PATTY HALL, DIRECTOR

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

ATTEST:

EDDIE MYERS, CITY CLERK

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST

AGREEMENT

WHEREAS, the Hattiesburg Arts Council, formerly the Hattiesburg Civic Arts Council, hereinafter referred to as "Council" and the City of Hattiesburg, Mississippi, a municipal corporation, hereinafter referred to as "City", has entered into discussion with view of Council providing art for children programs and art and cultural opportunities for adults, seniors, and persons with disabilities in the Hattiesburg area, and the parties hereto desire to reduce to writing their agreement of understanding with a properly executed copy of Agreement provided to each party.

Council and City do hereby agree and obligate themselves as follows, to-wit:

I.

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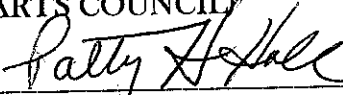
IV.

It is understood by and between parties that this Agreement may be terminated by either party for any reason upon thirty (30) days written notice of their intention to terminate this Agreement.

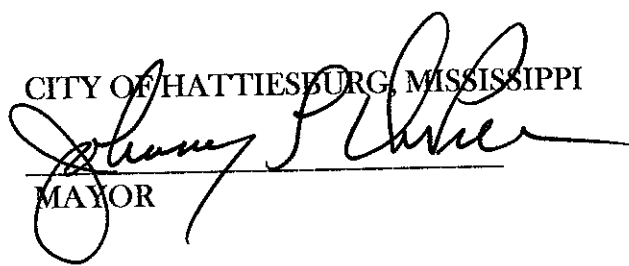
V.

WITNESS OUR SIGNATURES, on duplicate originals, on this, the 21st day of February, A.D., 2012.

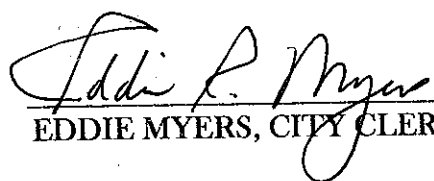
HATTIESBURG ARTS COUNCIL
(formerly the - HATTIESBURG CIVIC
ARTS COUNCIL)


PATTY HALL, DIRECTOR

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

ATTEST:


EDDIE MYERS, CITY CLERK

(SEAL)



City of Hattiesburg, MS

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

Master

File Number: 2012-0518

File ID: 2012-0518

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 02/09/2012

Brief Title: Housing Rehabilitation Grant - 2828 Edwards Street

Final Action: 02/21/2012

Minute Book Number: MB 2012-1/53

Title:

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to LaJuana Thomas of 2828 Edwards Street in an amount not to exceed \$50,000 according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E). {Entitlement}

Notes:

Sponsors:

Enactment Date:

Attachments: Grant Agreement -L.Thomas (\$25K+) 02.09.12,
COHCD Contractor & L. Thomas Agreement
02.09.12, Executed Thomas

Enactment Number:

Contact:

Meeting Date: 02/21/2012

Drafter: Kevin Jordan

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/21/2012	Approve and Authorize				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to LaJuana Thomas of 2828 Edwards Street in an amount not to exceed \$50,000 according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E). {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 2012-0518

Title

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to LaJuana Thomas of 2828 Edwards Street in an amount not to exceed \$50,000 according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E). {Entitlement}

Summary

Housing Rehabilitation Grant Award - 2828 Edwards Street

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG
HOUSING REHABILITATION (25K+)
GRANT AWARD AGREEMENT

General Terms and Conditions

1. _____ I certify that I currently live in and own the home for which I am accepting repair assistance.
2. _____ I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.
3. _____ I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary. The storage company will not move or store these items.
4. _____ I understand that my refrigerator, dishwasher, freezer, washing machine and dryer must be cleaned and emptied when the moving company arrives and that *the moving company will not* be responsible for cleaning or mildew of appliances.
5. _____ I understand that I will not be able to remove any of my things out of storage prior to move back.
6. _____ I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.
7. _____ I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.
8. _____ I agree to attend Homeowner’s Maintenance Training and understand that I will be contacted with the dates and times for this mandatory training.
9. _____ I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an employee of the City.
10. _____ I hereby agree to occupy the home to be rehabilitated for a period of not less than **fifteen (15)** years after completion of the repairs funded under in the Housing Rehabilitation Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**
11. _____ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the *fifteen (15)* year affordability period.
12. _____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **fifteen (15)** year affordability period.
13. _____ I hereby agree to maintain homeowner’s insurance and when applicable, flood insurance.
14. _____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period.
15. _____ I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.

By my signature below I, LaJuana Thomas of 2828 Edwards Street, agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the _____ day of _____, 2012.

Homeowner’s Signature

Spouse’s Signature

GRANT AWARD
The Homeowner(s), LaJuana Thomas of 2828 Edwards Street, is hereby awarded a Housing Rehabilitation Grant for General Construction costs in an amount not to exceed \$50,000 [excluding 10% allowance for change order/discovery repairs according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E)]. Lead and Asbestos activities have been contracted separately on this the 21st day of February, 2012.

<u>City of Hattiesburg, Mississippi</u>	<u>Contractor</u>
By: _____ Johnny L. DuPree, Mayor	By: _____
Date: _____	Date: _____
Attest: _____ City Clerk	Attest: _____

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Homeowner Rehabilitation/Reconstruction Program
Project HRRP

Contractor & Owner Agreement

THIS AGREEMENT, made the 21st day of February, 2012 and between the City of Hattiesburg Community Development Department (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and LaJuana Thomas of 2828 Edwards Street, Hereinafter called Owner, and _____, with its principal place of business located at _____, Hattiesburg, Mississippi 39401, hereinafter called the Contractor.

WITNESSETH

1. **SCOPE OF WORK**

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the drawings and described in the specifications and other Contract Documents prepared for the 2828 Edwards Street Project by COHCD, said work to be performed on the structure(s)/property located at 2828 Edwards Street, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. **TIME OF COMPLETION**

The Owner/COHCD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCD signing of this Agreement, accepting the Contractor's bid and proposal, providing the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCD. If the Notice to Proceed is not received by the Contractor within this 5 day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner's/COHCD's signing of this Agreement, the Owner/COHCD has the option of terminating the Contract for cause.

The Contractor shall commence working within Ten (10) calendar days after issuance of the Notice to Proceed, and it is to be completed within sixty (60) days after the issuance of the Notice to Proceed. **Fifty dollars (\$50.00) per day will be deducted from the final payment for every day project rehabilitation completion exceeds sixty (60) days.** The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. **COMPENSATION**

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of _____ () subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCD or their duly authorized agent.

The Contract Sum and the Contract Time may be changed by a Change Order. The cost or credit to the Owner/COHCD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory prosecution of the Work of the Contractor.

Final payment shall not be due until the Contractor has delivered to the Owner/COHCD filed lien waivers/releases, indemnifying them against any lien.

The making of final payment shall constitute a waiver of all claims by the Owner/COHCD except those arising from (1) unsettled liens, (2) faulty or defective

Work appearing after Substantial Completion, (3) failure of Work to comply with the Requirements of the Contract Documents or (4) terms of any special guarantees required by the Contract Documents. The acceptance of the final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

1. _____
2. _____
3. _____
4. _____
5. _____

8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to 2828 Edwards Street for fifteen (15) years. Homeowner agrees to occupy the reconstructed home for fifteen (15) years after reconstruction activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the fifteen (15) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the _____ day of _____, 2012.

LaJuana Thomas, Homeowner Date

Spouse's Signature Date

City of Hattiesburg, Mississippi

Contractor

By: _____
Johnny L. DuPree, Mayor

By: _____

Date: _____

Date: _____

Attest: _____
City Clerk

Attest: _____

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Homeowner Rehabilitation/Reconstruction Program
Project HRRP

Contractor & Owner Agreement

THIS AGREEMENT, made the 21st day of February, 2012 and between the City of Hattiesburg Community Development Department (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and LaJuana Thomas of 2828 Edwards Street, Hereinafter called Owner, and Smith's Remodeling (Johnnie Smith), with its principal place of business located at 28 Pine Street, Hattiesburg, Mississippi 39402, hereinafter called the Contractor.

WITNESSETH

1. SCOPE OF WORK

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the drawings and described in the specifications and other Contract Documents prepared for the 2828 Edwards Street Project by COHCD, said work to be performed on the structure(s)/property located at 2828 Edwards Street, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. TIME OF COMPLETION

The Owner/COHCD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCD signing of this Agreement, accepting the Contractor's bid and proposal, providing the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCD. If the Notice to Proceed is not received by the Contractor within this 5 day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner's/COHCD's signing of this Agreement, the Owner/COHCD has the option of terminating the Contract for cause.

The Contractor shall commence working within Ten (10) calendar days after issuance of the Notice to Proceed, and it is to be completed within sixty (60) days after the issuance of the Notice to Proceed. **Fifty dollars (\$50.00) per day will be deducted from the final payment for every day project rehabilitation completion exceeds sixty (60) days.** The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. COMPENSATION

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of Forty-eight thousand three hundred sixty-seven dollars (\$48,367.00) subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCD or their duly authorized agent.

The Contract Sum and the Contract Time may be changed by a Change Order. The cost or credit to the Owner/COHCD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory prosecution of the Work of the Contractor.

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1. _____
2. _____
3. _____
4. _____
5. _____

8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to 2828 Edwards Street for fifteen (15) years. Homeowner agrees to occupy the reconstructed home for fifteen (15) years after reconstruction activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the fifteen (15) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the 11th day of April, 2012.

Lafana Thomas Homeowner 4-11-2012 Date
Lafana Thomas, Homeowner

Spouse's Signature Date

City of Hattiesburg, Mississippi
By: Johnny L. Dufree
Johnny L. Dufree, Mayor
Date: 2-21-12

Contractor
By: Shirley de Smith
Date: 4-30-12

Attest: Edna C. Myers
City Clerk

Attest: K. G. Grier

CITY OF HATTIESBURG HOUSING REHABILITATION (25K+) GRANT AWARD AGREEMENT

General Terms and Conditions

1st I certify that I currently live in and own the home for which I am accepting repair assistance.

2nd I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.

3rd I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary. The storage company will not move or store these items.

4th I understand that my refrigerator, dishwasher, freezer, washing machine and dryer must be cleaned and emptied when the moving company arrives and that *the moving company will not* be responsible for cleaning or mildew of appliances.

5th I understand that I will not be able to remove any of my things out of storage prior to move back.

6th I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.

7th I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.

8th I agree to attend Homeowner's Maintenance Training and understand that I will be contacted with the dates and times for this mandatory training.

9th I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an employee of the City.

10th I hereby agree to occupy the home to be rehabilitated for a period of not less than **fifteen (15)** years after completion of the repairs funded under in the Housing Rehabilitation Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**

11th I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the **fifteen (15)** year affordability period.

12th I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **fifteen (15)** year affordability period.

13th I hereby agree to maintain homeowner's insurance and when applicable, flood insurance.

14th I hereby agree to maintain all county and city property taxes as they come due during the affordability period.

15th I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.

By my signature below I, LaJuana Thomas of 2828 Edwards Street, agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the 14th day of April, 2012.

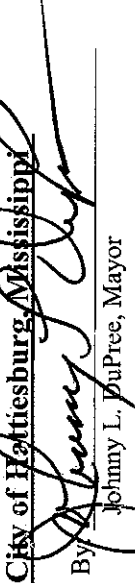

Homeowner's Signature

Spouse's Signature

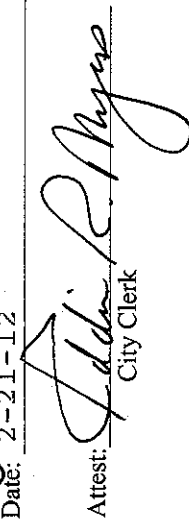
GRANT AWARD

The Homeowner(s), LaJuana Thomas of 2828 Edwards Street, is hereby awarded a Housing Rehabilitation Grant for General Construction costs in an amount not to exceed \$50,000 [excluding 10% allowance for change order/discovery repairs according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E)]. Lead and Asbestos activities have been contracted separately on this the 21st day of February, 2012.

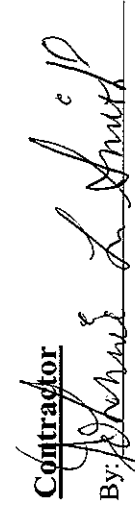
City of Hattiesburg, Mississippi

By 
Johnny L. DuPree, Mayor

Date: 2-21-12

Attest: 
City Clerk

Contractor

By: 

Date: 4-30-12

Attest: 



City of Hattiesburg, MS

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

Master

File Number: 2012-0544

File ID: 2012-0544

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 02/14/2012

Brief Title: 2011 CAPER Draft for Public Comment

Final Action: 02/21/2012

Minute Book Number: MB 2012-1/53

Title:

Acknowledge receipt of the draft 2011 Consolidated Annual Performance and Evaluation Report (CAPER), and approve publication setting a Public Comment period and Public Hearing for March 12, 2012 at 5:30 p.m. in the City Council Chambers of City Hall, and authorize and approve the subsequent submission of the CAPER to the U.S. Dept. of Housing and Urban Development by March 31, 2012, pending inclusion of a proof of publication and citizen comment summary.{Entitlement}

Notes:

Sponsors:

Enactment Date:

Attachments: Notice of Availability - CAPER, 2011 CAPER Draft for Public Comment, executed Notice of Availability - CAPER

Enactment Number:

Contact:

Meeting Date: 02/21/2012

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	02/21/2012	Approve				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Vice President Ware to approve to Acknowledge receipt of the draft 2011 Consolidated Annual Performance and Evaluation Report (CAPER), and approve publication setting a Public Comment period and Public Hearing for March 12, 2012 at 5:30 p.m. in the City Council Chambers of City Hall, and authorize and approve the subsequent submission of the CAPER to the U.S. Dept. of Housing and Urban Development by March 31, 2012, pending inclusion of a proof of publication and citizen comment summary.{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 2012-0544

Title

Acknowledge receipt of the draft 2011 Consolidated Annual Performance and Evaluation Report (CAPER), and approve publication setting a Public Comment period and Public Hearing for March 12, 2012 at 5:30 p.m. in the City Council Chambers of City Hall, and authorize and approve the subsequent submission of the CAPER to the U.S. Dept. of Housing and Urban Development by March 31, 2012, pending inclusion of a proof of publication and citizen comment summary.{Entitlement}

Summary

2011 CAPER, Public Hearing, Comments, and Submission

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Publish in the Hattiesburg American February 24, 2012 and March 2, 2012.

**NOTICE OF AVAILABILITY, PUBLIC HEARING, AND
PUBLIC COMMENT PERIOD REGARDING:
2011 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR
HOUSING AND COMMUNITY DEVELOPMENT PROGRAMS**

ATTENTION: ALL HATTIESBURG, MISSISSIPPI RESIDENTS

The City of Hattiesburg, Mississippi, as required by the U.S. Department of Housing and Urban Development, has prepared a DRAFT 2011 Consolidated Annual Performance and Evaluation Report (CAPER). The report provides details on the activities proposed and completed during the 2011 program year using Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) entitlement funds.

The draft report will be available for review beginning February 22, 2012, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, until 5 p.m. March 23, 2012, at the following locations:

City Hall
200 Forrest Street
City Clerk's Office
Hattiesburg, MS 39401

Hattiesburg Public Library
329 Hardy Street
Hattiesburg, MS 39401

Forrest County Court House
641 Main Street
Hattiesburg, MS 39401

Jackie Dole Sherrill
Community Center
220 W. Front Street
Hattiesburg, MS 39401

C.E. Roy Community Center
300 East 5th Street
Hattiesburg, MS 39401

NOTICE is hereby given that the City of Hattiesburg Department of Federal & State Programs has scheduled a public hearing for Monday, March 12, 2012 at 5:30 p.m. in the City Council Chambers of City Hall for the purpose of affording citizens of Hattiesburg an opportunity to comment on the draft CAPER.

Comments related to the performance report may be mailed to Franklyn Tate, Director of Federal and State Programs City of Hattiesburg, P.O. Box 1898, Hattiesburg, Mississippi 39403-1898, or delivered to City Hall, First Floor, Department of Federal and State Programs, 200 Forrest Street. Comments will be considered through Friday, March 23, 2012.

PUBLISHED by Order of the Council on this, the 21st day of February 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

(SEAL)

Johnny L. DuPree, Mayor

PUBLISH Twice in the Non-Legal Section: Friday, February 24, 2012 and Friday, March 2, 2012

City of Hattiesburg

2011 Consolidated Annual Performance and Evaluation Report (CAPER)

Program Year January 1, 2011 — December 31, 2011

**Presented to the U.S. Department of Housing and Urban Development
March 31, 2012**

**City of Hattiesburg
Department of Federal & State Programs Community
Development Division (CDD) 200 Forrest Street
Hattiesburg, MS 39401**

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EXECUTIVE SUMMARY

The 2011 CAPER describes the results of activities completed by and through the City of Hattiesburg to accomplish the outcomes identified in the 2011 Annual Action Plan for the period January 1, 2011 to December 31, 2011. This is the fourth report year of the 2008-2012 Consolidated Plan.

Overview of Organizational Structure

The City of Hattiesburg's CDBG and HOME programs are implemented by the Department of Federal and State Programs. This department also administers other federally funded programs including Federal Transit Administration (FTA) programs, Brownfields Redevelopment programs funded by the Environmental Protection Agency (EPA) and transportation improvement programs funded by the Federal Highway Administration (FHWA).

Persuant to its statutorily required oversight functions, HUD's Jackson field office representatives conducted an onsite monitoring visit of the City's Homebuyer Program in June of 2011. The result of the monitoring visit identified three concerns and no findings. All concerns were administrative in nature, and although no corrective action was required, measures have been taken to address all concerns.

Funding

The 2011 Action Plan is a component of the City of Hattiesburg's Five-Year Consolidated Plan and serves as the guide to outline the outcome of the City's investment of HUD entitlement grants. The City of Hattiesburg received Community Development Block Grant (CDBG) and HOME Investment Partnerships Program funds from the U. S. Department of Housing and Urban Development (HUD) in June (HOME) and July (CDBG) 2011 for Program Year 2011. The PY2011 entitlement grants totaled \$897,897. This total was comprised of CDBG funds (\$567,637) and HOME funds (\$330,260).

The City also had a total of \$855,252.58 CDBG funding, \$1,308,973.28 HOME funding, and \$43,103.69 CDBG-R (ARRA) funding available that carried over from previous years' allocations. At the end of PY2011, the City carried over into PY 2012 \$581,909.63 CDGB funding, \$732,716.67 HOME funding, and \$20,072.85 CDBG-R funding.

As outlined in the 2011 Action Plan, the approach and direction followed by the City of Hattiesburg in addressing housing, non-housing community development, and economic development needs during the 2011 program year began January 1, 2011 and ended December 31, 2011. The City of Hattiesburg identified community development and housing needs as well as other priorities through a citizen-based public planning process. In keeping with the Citizen Participation Plan spelled out in the 2011 Action Plan, the City held public hearings on September 28, 2010 to gather input for the plan, and again on July 11 and November 22, 2011 in conjunction with the process for proposing various plan amendments. This process helped to determine the City's pathway to achieving its vision of better housing, improved neighborhoods and enhanced economic development opportunities for the community's low- and moderate-income households. In preparation for the 2012 Action Plan, the City held a public hearing on September 22, 2011.

In prior plan years, Analysis of Impediments to Fair Housing indicated that the foremost factors affecting fair housing choice in Hattiesburg is the lack of affordable housing and a significant number of housing structures that are either dilapidated or in some state of disrepair. Though the

accomplishments over the course of the 2011 plan were aimed at mitigating some of these conditions, many areas are still typified by poor housing stock and the absence of affordable replacement units. In addition to affordable housing, infrastructure such as water, sewer, drainage, streets, sidewalks, recreation, and other facilities in the City's low- and moderate-income areas is also a pressing need. Continued efforts were made to improve slum or blighted areas and upgrade businesses by making funding available for façade improvements.

The 2011 Action Plan focused the City's housing and community development programs on sustaining decent, affordable housing and the strengthening of low- and moderate-income neighborhoods. In accordance with federal guidelines, the City allocated CDBG funds for infrastructure improvements in low- and moderate-income areas, for housing rehabilitation and repair for low- and moderate-income homeowners, and for a variety of public service initiatives for low- and moderate-income individuals. Concomitantly, HOME funds were used to fund affordable homeownership initiatives, including the construction of new affordable single-family housing, downpayment assistance for homebuyers, and homeowner rehabilitation. Additionally, the City worked with other agencies in the 2011 program year to increase awareness of reputable credit repair programs to enable more low- and moderate-income residents to qualify for homeownership programs.

Housing Strategy

The Strategic Plan component of the 2008-2012 Consolidated Plan identified the City's priority housing needs as housing rehabilitation, homeownership assistance, new construction of affordable rental and single-family housing units, and increased affordable housing opportunities. The programs described in the 2011 Action Plan were implemented to help meet those priority housing needs.

The essential elements of Hattiesburg's housing strategy are as follows:

- Implementation of Housing Rehabilitation, Reconstruction, Repair, and Homebuyer Programs
- Demolish dilapidated and/or abandoned structures in eligible areas, which are a menace to the health, safety and welfare of neighboring residents;
- Renovate downtown building façades to attract business and residential development in the downtown area and its surrounds and to eliminate slum and blighting conditions;
- Provide downpayment assistance grants to enable low- and moderate-income persons/households to purchase a first home;
- Partner with local agencies to publicize reputable credit repair programs to enable more residents to qualify as first-time homebuyers;
- Provide assistance to CHDOs to defray costs involved in the development of affordable housing for low- to moderate-income persons;
- Enhance and increase affordable housing opportunities for low- and moderate-income residents citywide through the construction of new housing on scattered sites and small subdivisions where feasible;
- Increase the number of homes rehabilitated in the city by partnering with various nonprofit agencies;
- Identify and support programs and opportunities to increase affordable housing prospects for the elderly, individuals with disabilities, and persons with HIV/AIDS and their families.
- Encourage/support efforts of the Region VIII Public Housing Authority to implement a Section 8 homeownership program in the City of Hattiesburg;

- Encourage and support the Hattiesburg Housing Authority in its efforts to increase and improve the housing units available to low— and moderate-income individuals;
- Support and assist the local homelessness coalition in implementing its 10-Year Plan to End Chronic Homelessness aimed at improving services and providing permanent housing and shelter to homeless and chronically homeless individuals; and
- Work closely with other City divisions and departments in implementing the City's comprehensive plan and other planning efforts.

Strategies for addressing the housing needs of Hattiesburg residents will require a comprehensive approach from a broad range of agencies and the private sector including the following, among others:

1. The City of Hattiesburg, Department of Federal & State Programs' Homeowner Rehabilitation, Homeowner Repair, Emergency Repair and New Affordable Housing programs;
2. Salvation Army;
3. Hattiesburg Area Habitat for Humanity;
4. Carpenter's Helper;
5. R3SM (Recover, Rebuild, Restore of Southeast Mississippi);
6. Housing Alternatives in Hattiesburg, Inc. (also a CHDO);
7. Pinebelt Community Services, Inc. (also a CHDO);
8. Community Connections (also a CHDO);
9. Breakthrough Community Services (also a CHDO);
10. Historic Hattiesburg Downtown Association;
11. Pine Grove Behavioral Health & Addiction Services;
12. Partnership with non-profit agencies;

Further, the City continued to facilitate the Housing Roundtable – a collection of various housing organizations and non-profits – for the purpose of taking a holistic approach to poverty reduction by addressing the City's housing needs in low- and moderate-income areas. Born out of the Housing Roundtable in 2011 was the Hattiesburg Housing Consortium, which is made up of several of the participating organizations. These organizations have now pooled resources, and concentrated housing rehabilitation efforts in particular areas. They have additionally solicited funds and participation from the private sector and the community at large to serve the community's housing needs. The intended result is a more nimble and flexible provision of assistance than what is possible when certain grant/government funding is incorporated.

CDBG and HOME funds are a catalyst for the improvement of Hattiesburg's neighborhoods of the greatest need, and they serve to enhance economic and community development opportunities for the community's low- and moderate-income households.

I. RESOURCE ALLOCATION AND PROJECT UPDATE

The following sections outline the resources the City used to benefit low- to moderate-income communities and individuals, as well as to address conditions contributing to slum and blight in target areas. Funding amounts shown represent the amount drawn during 2011, regardless of whether the activity started in a previous year or the current year and regardless of whether or not the activity was completed in 2011. Accomplishment data shown represents the number completed or served in 2011, regardless of whether the activity or service covers multiple program years or only took place for part of the year.

a. HOUSING PROGRAMS

i. Emergency Repair / Blue Roof Repair

CDBG -	\$ 60,600.94	8 Units Completed
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Through a previously established subrecipient agreement, The Carpenter's Helper, replaced or repaired the roofs for three (3) LMI households. The City also established subrecipients with Housing Alternatives in Hattiesburg and Pinebelt Community Services to complete Emergency Repairs. Those organizations completed two (2) projects each in PY2011. The City additionally completed one Emergency Repair through the use of one of its Qualified Eligible Contractors.

The City continues to partner with The Carpenter's Helper and continues to secure eligible contractors for similar repair work.

In October 2011, the City also established a subrecipient agreement Breakthrough Community Services to help carry out the Emergency Repair program for low- to moderate-income homeowners with housing issues that are deemed a threat to the health, safety, or well-being of the community or the residents.

ii. Housing Reconstruction

HOME -	\$163,375.00	3 Units Completed
CDBG -	\$ 31,943.20	
OTHER -	\$ 52,990.00 (Salvation Army)	

The City completed three (3) Reconstruction projects in 2011, and began the planning and design of the fifth of the total planned units (the first unit was completed and reported in PY2010).

Reconstruction projects involve the demolition of an existing home, and the construction of a new unit in cases where the cost of rehabilitation would be prohibitive. The City utilizes CDBG funds to demolish the structures, the Salvation Army provided \$25,000 per unit, and the City's HOME funds are used for the balance.

iii. Housing Rehabilitation

HOME -	\$ 448,646.05	14 Units Completed
CDBG -	\$ 371,503.10	

The City completed fourteen (14) Housing Rehabilitation activities in 2011. At the end of the program year, three (3) additional units were substantially complete and six (6) more units were slated to begin within 90 days. Of all completed units, the City completed twelve through the use of Qualified Eligible Contractors – four (4) using CDBG funding and eight (8) using HOME funding. The City entered into subrecipient agreements with R3SM and Hattiesburg Area Habitat for Humanity to complete Basic Rehabilitation projects using primarily volunteer labor. Each of those organizations completed one (1) Basic Rehabilitation in PY2011, and each had additional projects either underway or in the planning process as of the end of the Program Year.

iv. Affordable Housing

HOME -	\$ 106,022.68 (CHDO Set-Aside)	0 Units Completed
	\$ 17,466.52 (CHDO Operating)	

In Program Year 2011, the CHDOs continued to work toward the development of affordable housing, although the year proved to be a difficult one in which to find qualified buyers. The City and the CHDOs have continued to work together to consider different options and creative solutions to ensure that affordable units are produced as quickly as possible. The City completed the Citizen Participation process to make certain clarifications to its Action Plans and Consolidated Plan that would make additional options available for CHDO activities.

Much of the CHDO Set-Aside funding expended in 2011 was for the rehabilitation of two (2) units that were to be sold through lease-purchase to a qualified buyer. Although the work on the properties is complete, the accomplishment data will not be calculated until PY2012 as the City and the CHDO re-examined the projects and determined that, given the current difficulties in the market, they would be better suited to operate the properties as rental units (Rental Rehabilitation). As of the writing of this report, the City has completed the process to amend its Action Plans to include Rental Rehabilitation as an eligible CHDO activity, and the City is working on the creation of a Program Manual to guide the program.

v. Project Delivery and Related Costs

CDBG -	\$ 98,421.80
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The City's CDBG/HOME Housing Rehabilitation, Repair, and Reconstruction Programs are supported by a Housing Coordinator and a Housing Inspector that provide project delivery services. This section represents the cost related to those functions as well as other related project costs.

vi. Down-Payment Assistance Program

HOME - \$ 30,000.00 3 Buyers Assisted

In Program Year 2011, the City's Down Payment Assistance Program (DPA) assisted three (3) first-time homebuyers in acquiring decent, safe, affordable homes. The slump in the housing market certainly impacted the City's Down-Payment Assistance Program. Although interest in the program seemed to rise as the year progressed, as witnessed by more and more telephone inquiries, few individuals applied for the program in 2011. At least one applicant was denied based on other programmatic requirements.

At the end of 2011, the City has \$60,000 from prior years' Action Plans available for up to six (6) more DPA awards.

vi. Demolition

CDBG - \$ 89,885.51 18 Units Demolished

In Program Year 2011, the City demolished eighteen (18) dilapidated houses that were a blight on the community in low- to moderate- income census tracts. Of the eighteen (18), three (3) were demolished and rebuilt as part of the City's Reconstruction Program. The total cost also represents some preliminary expenses in planning for the demolition of the fifth house to be rebuilt under the Reconstruction Program. At the end of PY2011, the City was awaiting a contractor's demolition of one unit, and was due to award a contract for the demolition of six (6) more dilapidated houses.

b. INFRASTRUCTURE

CDBG-R - \$ 23,030.84 1 Project Complete

In Program Year 2010, the City completed the Woodley Sidewalk Project as it was originally proposed. Because the project came in significantly under budget, the City was able to expand on the original scope. As a result, the project was not deemed "complete" in 2010. The additional work was completed in PY2011, and is now identified as "complete" although the bulk of the funding was reported in the 2010 CAPER.

When the ARRA funding was first made available, and the City amended its Action Plans to include eligible projects, the City identified Woodley Sidewalk engineering, design, and construction as the first priority and identified engineering and design of sidewalks in two other LMI areas as secondary. With Woodley complete, the City has \$20,072.85 remaining in CDBG-R funds and has begun the process to identify a contractor to complete the engineering and design for sidewalks in and around the Newman-Buschmann neighborhood. The CDBG-R funding may not cover the total cost and the City has identified other funding sources. In any event, all remaining CDBG-R funds will be expended prior to the September 2012 deadline.

c. PUBLIC SERVICES & PUBLIC FACILITIES

The majority of the City's Public Service Programs are conducted through subrecipients. In 2011, the City received formal proposals from potential Public Service providers and created six (6) subrecipient agreements as a result. One such

subrecipient agreement was with Pinebelt Community Services for the creation and maintenance of a Community Garden. Because of the relative novelty of using CDBG funds for the garden, there was an extended delay in receiving guidance from HUD on the environmental review process and subsequent clearance to proceed. As a result, the activity could not begin in earnest until after the ideal growing season, so no funds were drawn from IDIS during PY2011. The agreement was extended to cover 2012, and all accomplishment data will be gathered and reported in 2012.

The City also administered one Public Service of its own in the form of a Disability Advocate — a part-time position on the City staff that focused on quality of life issues for people living with disabilities.

i. The First Tee of the Pinebelt

CDBG -	\$ 15,000.00	297 People Served
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The First Tee of the Pinebelt is an education and recreation program for area youth, through which the sport of golf is used as a mechanism to teach life skills and positive values, as well as the game of golf. The program is located in a low- to moderate-income area of the City, and the majority of the participants are from low- to moderate-income households.

ii. AIDS Services Coalition

CDBG -	\$13,208.00	222 People Served
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The AIDS Services Coalition provides a live-in facility for people living with HIV/AIDS, facilitates various support groups for residents and non-residents living with HIV/AIDS, educates the community on the disease, organizes testing, and makes various housing and other case-work related referrals. The 222 people reported above are only those for which such programming allowed for the gathering of necessary demographic information. Counting the beneficiaries of all of its services, regardless of whether or not demographic data was gathered, 897 were served.

iii. Pine Grove Behavioral Health & Addiction Services

CDBG -	\$12,272.09	108 People Served
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Pine Grove is a mental health facility sponsored by Forrest General Hospital that offers a wide range of services including substance abuse, addiction, and mental health matters. In 2011, the City entered a subrecipient agreement with Pine Grove to provide for the medical needs of the chronically homeless individuals that their program serves. CDBG funding made medical services such as medications, clinic and hospital visits, and medical equipment available to all residents of both of their residential facilities as needed and prescribed by appropriate medical staff.

iv. Pinebelt Community Services – Meals Program

CDBG - \$12,000.00 255 People Served

Pinebelt Community Services offers a meals program much like a soup kitchen to the community in which they are located. The program is focused on serving low-income elderly persons, homeless persons, and also delivers meals to homebound and disabled persons. The nature of the activity presumes a low-income benefit.

v. United Way of Southeast Mississippi / Friends for Financial Freedom

CDBG - \$9,091.47 13,259 People Served

The United Way operates a financial literacy program that focuses on low-income people and communities. The program is a course through which people learn budgeting and saving techniques intended to give people the tools necessary to gain their independence from government programs and financial stability. Because of the nature of the activity, demographic data related to income is not gathered as the gathering of such information significantly deters participation. The activity meets the National Objective of a low/mod Area benefit (LMA) as the locations for courses are strategically located in neighborhoods or service providers for low/mod concentrations. In 2011, 145 people participated in the course.

vi. Vernon Dahmer Park Lighting Project

CDBG - \$49,650.00 5,955 People Served / 1 Facility

In PY2011, the City of Hattiesburg made improvements to the lighting at Field #1 at Vernon Dahmer Park. The improvements make the field useable for more youth league age groups than it could previously serve. Based on population data alone for the area, it can be presumed that the baseball league that uses the field is largely made up of youth from low-mod households. However, aside from organized league play, the park is accessible to and used by the surrounding LMA community year-round.

vi. Disability Advocate

CDBG - \$12,732.44 94 People Served

The Disability Advocate is a part-time position that serves on the site plan committee for the Urban Development Department to address ADA issues on planning matters. The Advocate also works directly with disabled persons in the community on an as needed basis, which often involved locating housing opportunities and other services. While not a caseworker, the Advocate serves as an informal subject matter expert on disability issues and disability-related services for the area. The Advocate also served as the distributor of the NOAA weather alert radios for LMI, Elderly, and disabled persons.

Because the Advocate's position as a service provider is informal, no demographic data is gathered or maintained for the individuals served through

referrals or information. The data gathered herein is strictly based on the individuals to whom radios were distributed.

d. FACADE PROGRAM

CDBG - \$ 0.00 0 Unit Completed

Interest in the City's Façade Improvement Program declined in 2011 and no new applicants were approved for the program. As PY2011 came to a close, there were a number of property owners and business operators that made inquiry, but as of 12/31/2011, there were still no applications submitted.

During 2011, the City entered into a subrecipient agreement with the Historic Hattiesburg Downtown Association (HHDA) to implement a limited version of the Façade program. A recent study of the Hattiesburg downtown area revealed several characteristics that are aesthetically unappealing, but would require little by way of resources to improve. Many of the findings centered on entry points to downtown that are considered "neighborhood business" areas because of the almost purely residential areas immediately behind the commercial corridors. These neighborhoods have considerable low-mod concentrations, and improvements made to buildings along those commercial corridors would benefit the area at-large. The agreement with HHDA calls for the Commercial Rehabilitation of at least five (5) properties. With only \$10,000 dedicated to the agreement, these projects are expected to correct/improve some of the "low hanging fruit" identified in the study. Likely projects include exterior painting, landscape, minor repair, etc. and will rely largely on volunteer labor. The funding dedicated to this endeavor comes from the \$45,000 earmarked for the Façade Program that was still remaining at the end of PY2011. Because it is still characterized as Commercial Rehabilitation to building exteriors, the activity meets the same HUD National Objective, but the activities will be guided by the agreement rather than the City's more involved Façade Program. HHDA anticipates that it will identify appropriate applicants and begin work in the Spring of 2012.

Thirty-five thousand dollars (\$35,000) remains available for applicants of the City's regular Façade Program.

II. GENERAL NARRATIVE OF ACCOMPLISHMENTS

a. Summary of Community Development Accomplishments

i. Priority Needs Addressed According to the Consolidated Plan

Most of the Priority Needs defined in the Five-Year Consolidated Plan were addressed in some way in the 2011 Program Year.

- Affordable Housing is addressed in Part I, Section (a), Subsection (iv)
- The Anti-Poverty Strategy/Campaign Against Poverty (CAP) is addressed in a variety of ways. Part I, Section C describes the Public Service activities undertaken in 2011. A program with Pine Grove Behavioral Health directly benefits the chronically homeless, the AIDS Services Coalition served a large number of homeless persons in the course of its work, the United Way provided

a financial literacy program, and Pinebelt Community Services expanded its meals program.

- Coordination requirements are addressed by the City through hosting a quarterly Housing Roundtable — a group consisting of representatives of various City departments, CHDOs, non-profit housing organizations, and other organizations with housing-related purposes. Out of the Housing Roundtable was born a Housing Consortium made up of several of the participating organization, which have now pooled resources, and concentrated housing rehab efforts in particular areas. They have additionally solicited funds and participation from the private sector and the community at large to serve the community's housing needs. The intended result is a more nimble and flexible provision of assistance than what is possible when certain grant/government funding is incorporated.
- Homelessness is addressed similarly with the AntiPoverty/Campaign Against Poverty (CAP) Need above.
- Lead-Based Paint Hazards are addressed regularly as part of the City's Housing Programs. The Housing Inspector coordinates with approved contractors to test for lead hazards and perform abatement when necessary. CDBG and HOME Entitlement funds are used for both testing and necessary abatement.
- Non-Housing Community Development Needs are addressed through Public Services and Facilities in Part I, Section (c). That section addresses Public Services, Facility Improvements, Historic Preservation, and Accessibility Needs (by way of the Disability Advocate). Part I, Section (b) addresses Infrastructure Improvements. Economic Development Needs were addressed in PY2011 with a request for proposals for Microenterprise Assistance. Proposals were accepted in December 2011 and awards were made to business to be carried out in calendar year 2012. Planning Needs activities will take place in 2012 as the City seeks to update the Analysis of Impediments and conduct a Housing Condition Study.
- Barriers to Affordable Housing, Institutional Structure, and Public Housing Resident Initiatives were not directly addressed in 2011. However, in 2011, the City amended its Consolidated Plan and respective Action Plans to include as possible endeavors, CHDO activities regardless of whether the CHDO is acting as an owner, developer, or sponsor. Action Plans were also amended to allow CHDOs to undertake Rental Rehabilitation. The City believes that these additional options for CHDO arrangements will help the CHDOs in their effective development of affordable housing, thereby addressing a barrier of opportunity. Additionally, the City continues to promote its Down Payment Assistance program as a way to eliminate at least one major impediment to first time homebuyers.

ii. Number of People Served by Public Services

Part I, Section (c) above includes the number of people served by each Public Service. The total served in 2011 was 1,121. This number includes the 145 that were actually served by the United Way's courses rather than the number tabulated in IDIS based on the low-mod areas in which the courses available.

iii. Number of Facility Projects Assisted and Completed

Part I, Section (c) above addresses facility projects assisted and completed in Program Year 2011, as well as the dollar amounts drawn. The Vernon Dahmer Lighting project benefits a low/mod area of 5,955 people.

iv. Economic Development Activities

Part I, Section (d) above addresses Economic Development activity in 2011. No Façade Improvements were approved or completed, but the City entered a subrecipient agreement with Historic Hattiesburg Downtown Association establishing a limited version of the Façade Grant Program to address exterior issues on commercial buildings in low-mod neighborhood business areas surrounding downtown.

Although not addressed in Part I above, the City solicited proposals in 2011 for Microenterprise awards for a trial Microenterprise Assistance Program. The City established subrecipient agreements with two (2) businesses with an effective date of January 1, 2012. The accomplishments of these activities will be captured in the 2012 CAPER.

b. Summary of Racial/Ethnic Status of Persons Assisted

Of all persons assisted by completed CDBG and HOME activities in 2011:

- 822 were Black/African American;
- 173 were White/Caucasian
- 5 were Other / Multiracial
- 2 were American Indian/Alaskan Native
- 2 were Asian

The race information above does not take into account the number of persons assisted by LMI Area benefit activities such as Infrastructure Improvement, Public Facilities, or Public Services with a LMI Area benefit, nor does it take into account the number of people that indirectly benefit as a result of Slum/Blight focused activities such as Façade Improvement or Demolition. Additionally, because each household assisted through Housing Programs is counted as "one," any additional members of an assisted household are not calculated in the totals above.

Of persons assisted by completed CDBG and HOME Housing Programs in 2011, all 28 were Black/African American.

c. Geographic Distribution and Location of Investments

In 2011, the City completed activities in Census Tracts 2, 3, 5, 6, 7, 105, 107, and 110. The largest number of activities took place in Census Tract 6. Maps providing more detail on the types of activities and geographic location are attached.

III. AFFIRMATIVELY FURTHERING FAIR HOUSING

a. Description of Action Taken to Affirmatively Further Fair Housing

During Community Develop Week various organizations who's mission it is to promote fair housing are asked to make presentations and distribute materials to participants.

b. Analysis and Summary of Impediments and Actions to Overcome

Through the Housing Roundtable, the City partnered with several organizations to conduct a Housing Condition Study in Palmer's Crossing (census tract 105). The results of the study will used to develop a more focused strategy to addressing housing and community development needs. Similar studies will be conducted in each of the City's eligible census tracts.

IV. AFFORDABLE HOUSING

a. Categories of Persons Assisted with Housing

Number of:	Renter Households	Owner Households
Extremely-Low-Income (0-30% MFI)	0	10
Low-Income (31-50% MFI)	0	10
Moderate-Income (51-80% MFI)	0	5

Number of Homeless Persons Assisted	160
Number of Non-Homeless Persons with Special Needs Assisted	49 (11 by CDBG/HOME and 38 by the Disability Advocate)

b. Summary of Affordable Housing Progress and Accomplishment Reporting

As reported in Part I, Section (a), the City provided Downpayment Assistance awards to three (3) first time homebuyers, but was short of its goal of providing six (6) such awards. Obstacles in meeting this goal included the decline in the housing market and the tightening of credit options for potential buyers. The City did not meet its goal for new affordable housing units as no affordable housing units were completed in Program Year 2011, although progress was evident. The City amended its Consolidated Plan and respective Action Plans to allow for agreements with CHDOs regardless of whether they act in the capacity of owner, developer, or sponsor, and also allowed for CHDOs to undertake Rental Rehabilitation. The City believes that these additional options will help achieve its affordable housing goals in the next year.

c. Housing Goals for the Program Year

As addressed in Part I, Section (a), the City exceeded its housing goals in 2011 by completing the Rehabilitation of fourteen (14) houses, the Blue Roof Repair of three (3) houses, the Emergency Repair of five (5) houses, the Reconstruction of three (3) houses,

as well as significant progress of several additional projects slated for completion in early 2012.

d. Housing Efforts Targeted to: The Disabled, People Living in Substandard Housing, People Paying rents that Exceed 50% of Monthly Income, or those Involuntarily Displaced

The City's Housing Rehabilitation, Repair, and Reconstruction all directly address issues for people living in substandard housing conditions. None of the City's housing programs involve involuntary displacement, but program documents do acknowledge that the City will comply with requirements of the Uniform Relocation Act in a case where the actions of the program create an involuntary displacement or permanent relocation.

V. CONTINUUM OF CARE

a. Summary of Actions to Develop and/or Implement a Continuum of Care Strategy for the Homeless

The City works closely with the Continuum of Care operating in Hattiesburg and the surrounding areas. The Pinebelt Homeless Coalition is the lead agency for the implementation of HUD Continuum of Care programs. Generally, individuals requiring assistance are referred to this organization. Further, the City has provided funding to the AIDS Services Coalition and works to develop and improve strategies for service delivery to individuals requiring the assistance.

b. How Actions Relate to Needs Identified in the Consolidated Plan

See narrative in Section II (a)(i).

c. Actions to Address Special Needs of Non-Homeless Persons Requiring Supportive Housing (including persons with HIV/AIDS)

See (a) above. The AIDS Services Coalition is identified as one of the City's Public Service Grant agencies. This organization is used as a conduit to provide services (housing as well as counseling) to needy individuals. Also, the Institute for Disability Studies at the University of Southern Mississippi is a member of the City's Housing Roundtable. The City's Disability Advocate works with this organization when applicants have special needs that are outside the scope of services typically provided through any of the City's ongoing programs.

VI. OTHER ACTIONS - SUMMARIES

a. Obstacles to Serving Under-Served Needs

The implementation of various HUD programs presupposes compliance with a variety of guidelines such as the environmental approval process. Many of the dilapidated structures are fairly old and contain lead based paint. The presence of such often increases the rehabilitation cost (in accordance with Title X of the Housing and Community Development Act of 1992) and results in the project being deemed

infeasible. Other requirements found at 40 CFR and 24 CFR part 58 often result in the inability of the City to provide services to those who ironically have the greatest need.

b. Fostering and Maintaining Affordable Housing

Current agreements with the City's four CHDOs are aimed at increasing the supply of affordable housing. Further, the City also partners with other organizations such as R3SM and Hattiesburg Area Habitat for Humanity to offer alternative housing solutions to its applicants.

c. Eliminating Barriers to Affordable Housing

See response above. The City's goal is simply to develop an array of options that are available to applicants. Additionally, the City amended its Consolidated Plan and respective Action Plans to allow for agreements with CHDOs regardless of whether they act in the capacity of owner, developer, or sponsor, and also allowed for CHDOs to undertake Rental Rehabilitation. The City believes that these additional options will help achieve its affordable housing goals in the next year.

d. Overcome Gaps in Institutional Structures

The purpose of the Housing Roundtable (referred to in other sections of this report) is to take a holistic approach to addressing housing and community development needs in eligible census tracts. The Hattiesburg Housing Consortium has begun pooling resources to make such an impact.

e. Public Housing and Resident Initiatives

In accordance with 24 CFR Part 903.12(b) the Hattiesburg Housing Authority adopted a five (5) year plan for Fiscal Years 2010-2014 and an Annual Plan for Fiscal Year 2011. The City issued the required certifications and supports the strategies outlined in those plans. Long term HHA intends to demolish some of its older units, refurbish the remaining units, redesign the site layouts, and actually construct new public housing units.

f. Lead-Based Paint Initiatives

The City of Hattiesburg hosts Community Development Week during the month of April. Informational sessions are offered to educate homeowners on the dangers of lead based paint and ways to protect against exposure. Further, prior to initiating a rehabilitation or repair project, applicants are provided with pamphlets and brochures containing information on lead based paint. Finally, comprehensive testing is completed on both the structure and the soil for each rehabilitation, repair or reconstruction initiated by the City.

g. Compliance and Monitoring

HUD's Jackson field office representatives conducted an onsite monitoring visit of the City's Homebuyer Program in June of 2011. The result of the monitoring visit identified

three concerns and no findings. All concerns were administrative in nature, and although no corrective action was required, measures have been taken to address all concerns.

The City has continued to follow its schedule in the monitoring of its program subrecipients, which include Public Service agencies, organizations utilizing CDBG funds for Facility Improvements, and subrecipients of the City's Housing Programs. Each organization with an active agreement was monitored at least once in the course of the year except in cases where absolutely no progress was made on the scope of the agreement or in the expenditure of funds. In the process of submitting proposals for Public Service awards, the organizations complete an application that includes questions pertinent to the monitoring process.

h. Reduce the Number of Families in Poverty

The City created subrecipient agreements with three agencies in 2011 with programs intended to help people out of poverty. The United Way of Southeast Mississippi created the Friends for Financial Freedom initiative – a financial literacy course. The AIDS Services Coalition, although largely focused on issues for people living with HIV/AIDS, also administered HPRP programming, which housed many previously homeless citizens. Pine Grove Behavioral Health & Addiction Services provides a residential rehabilitation opportunity for the chronically homeless. The City also continues to host the Housing Roundtable through which different housing and social service organizations collaborate to address housing challenges, which often includes the challenge of homelessness and poverty in the community.

VII. LEVERAGING RESOURCES

a. Description of Leveraging of Other Public and Private Resources

The City's Reconstruction Program is supplemented by a grant from the Salvation Army in the amount of \$125,000. The City's intent is to complete five (5) reconstruction activities for roughly \$100,000 each. CDBG funds are first used to demolish the dilapidated structure, the Salvation Army grant funds \$25,000 for each project, and the City completes the project with HOME funds. One such project was completed in 2010, three were completed in 2011, and the final project will be completed in 2012.

The City's facilitation of the Housing Roundtable and the subsequent creation of the Hattiesburg Housing Consortium is an indirect leveraging of resources. The City supports and encourages the Consortium and its members – all of which have either a subrecipient, CHDO, or contractor relationship with the City – and the Consortium has made it a part of its mission to pool resources and to solicit financial and volunteer participation from the private sector.

b. Funds Committed, Expended, and Program Income

The City expended \$876,266.28 in CDBG funds, \$795,755.33 in HOME funds, and \$23,030.84 in CDBG-R funds in 2011. The City received no Program Income. Additional financial data is available in the attached IDIS reports.

c. Matching Requirements for HOME

The City of Hattiesburg is exempt from a match requirement in accordance with 24 CFR 92.222, which provides that a jurisdiction with a certain poverty rate and per capita income are not required to match. Additionally, the same section provides that because this status existed for 2011, it will also apply to 2012.

VIII. CITIZEN REPORT

a. Documents Made Available to the Public During 2011

In 2010, the City went through the process of adopting the Annual Action Plan for 2011, which involved the publication of a draft version of the Plan for public comment. The final version of the 2011 Action Plan remains available to the public. The City also made amendments to the 2008-2012 Consolidated Plan as well as various Action Plans during PY2011. Proposed amendments were included in public notices that are published along with a notice of public hearing and/or comment period. These plans are always available at City Hall or a number of other public building record/reference rooms. During 2011, the City also made available a draft 2010 CAPER in order to solicit public comments. The final version was made available to the public, and remains so. Documents published are made available in two locations in City Hall, the City Library, the County Chancery Clerk's office, and a local community center.

b. IDIS Reports Provided in CAPER and Available to Interested Parties

Attached IDIS reports include: PRO3, PRO6, PR10, PR22, PR23, PR 25, PR26, and PR27. All documents are made available along with the CAPER narrative during a 30-day public comment period.

c. Summary of Citizen Comments

Citizen comments and/or a summary of comments received during the comment period are attached.

IX. SELF-EVALUATION

a. Assessment of Positive Impact on Identified Needs Including Results

Addressed in Part I, Resource Allocation and Project Update, and addressed in Part II, General Narrative of Accomplishments.

b. Barriers that Negatively Impact the Accomplishment of Goals

Addressed in Part I, Resource Allocation and Project Update, and addressed in Part II, General Narrative of Accomplishments.

c. Status of Grant Programs, Slow-Moving Projects, Timeliness, and Accomplishment of Goals

The City of Hattiesburg constantly seeks ways to improve its grant programs, and the management thereof. In general, both programs are effectively accomplishing goals and meeting priority needs as addressed in the five-year consolidated plan. See Part I, Section (a) for accomplishment details for the programs and the attached IDIS reports.

Both programs have a limited number of slow-moving activities. The City has overcome challenges with three HOME Reconstruction activities – two of which were completed in 2011, and one that should be completed in the first half of 2012. The lack of progress on the part of the City's CHDOs was the source of the only concerns and findings as a result of HUD's July 2010 monitoring visit. Since that time, the City has required more frequent reporting of each CHDOs progress and has monitored each of the CHDOs annually. Although no projects were 100% complete, significant progress is evident.

The City passed all timeliness tests in 2011. The City has improved its overall productivity with the management of its grant programs, and expects that timeliness will be of no concern in the coming year.

X. CDBG PROGRAMMATIC NARRATIVE

a. Assessment of Relationship of CDBG Funds to High Priority Needs

With the exception of Planning and Administration funds, all activities completed in 2011, and all funds expended are related to High Priority Needs as identified in Table 2B (page 104) of the five-year consolidated plan.

b. Extent to Which CDBG Funds Were Used to Benefit LMI Persons

As outlined in the IDIS report PR26, attached, 88.29% of the funds subject to the LMI calculation benefitted LMI persons. This calculation is comparable to the percentage from 2009.

c. Percentage of CDBG Funds Used for Activities Benefitting LMI Persons

As outlined in the IDIS report PR26, attached, 88.29% of the funds subject to the LMI calculation benefitted LMI persons.

d. Nature and Reason for Changes in Program Objectives

An Action Plan amendment was adopted in 2011 that allows for the acquisition of property in the CDBG and HOME Programs for the purpose of furthering the City's existing housing and non-housing community development efforts. While the ability to acquire property is a new resource for the program, it is not a departure from the City's primary objectives.

e. Other Assessments

i. Resources Pursued as Indicated

The City was awarded an Emergency Shelter Grant in the amount of \$75,000.00 through the Mississippi Development Authority. The grant is essentially passed through to the Salvation Army for implementation.

ii. Certifications for Consistency Provided for Other HUD Programs

The City provided Certifications of Consistency for other organizations applying for Low Income Housing Tax Credits through the Mississippi Home Corporation (copies on file). In addition, certifications were provided for other nonprofits applying for grants funding through other HUD programs. Also, certifications were issued to the Region VIII Housing Authority in support of its Annual Plan and Five Year Plan.

iii. Plan Hindrances by Action or Willful Inaction

The City in no way hindered the implementation of the CDBG plan either by action or willful inaction.

f. Comparison of Expenditures Versus Expenditure Requirements

Actual CDBG expenditures in 2011 (the period certified in the Action Plan) totaled \$879,833.66 as evidenced in the attached PR26 report. This represents 154.99% of the cumulative grant amount over the certified period. The City has sufficiently complied with the requirement to meet or exceed 70% expenditure for the certified period.

g. Displacement Related to Acquisition/Rehabilitation or Demolition Activities

It is not the intent of the City or the Housing Rehabilitation, Repair, Reconstruction Grant Program, to cause permanent displacement of a residential homeowner occupant whose dwelling is to receive repair, rehabilitation, or reconstruction. Neither is it the intent of the City to undertake any activity that involuntarily displaces residents. However, the City anticipates that from time to time projects may involve the temporary, voluntary relocation of a homeowner in order to proceed with work in a safe and/or timely manner. For this reason, the City has an established Temporary Relocation Policy as a part of its Program Manual.

h. Narrative for Economic Development Activities Creating LMI Jobs

The Woodley Sidewalk Project, being completed with CDBG-R funds, sought to benefit a LMI Area, but as an ARRA project it was reported that the activity created five (5) full-time equivalent jobs. Additionally, the City initiated the Microenterprise Assistance Program, which includes as an eligible activity projects that seek to create jobs within microenterprises. Two businesses were named subrecipients for 2012 – one of which has as its purpose the creation of one job.

i. Narrative for Limited Clientele Activities that are NOT a Presumed Benefit

Addressed in Part I, Section (c) above for Public Service and Facilities. Refer to i, ii, iii, and vi. Of Public Services and Facilities, sub section iv is a presumed benefit LMC, subsections v and vi provide a LMI Area benefit.

j. Description of Different Types of Rehabilitation Program Activities

The City operates three general types of Rehabilitation Programs: Emergency Repair, Basic Rehabilitation, and Substantial Rehabilitation. Following Hurricane Katrina, Blue Roof Repair Program was adopted as a subset of the more general Emergency Repair Program. The Reconstruction Program was established as a subset of the more general Substantial Rehabilitation Program and involves the demolition and rebuilding of a house that is financially infeasible due to the extent of rehabilitation that would be required.

Any of the programs can be undertaken with CDBG funds, and some may be undertaken with a combination of CDBG, HOME, or private funds. The City utilizes an annually updated list of Qualified Eligible Contractors for all of its Housing Programs and also has Subrecipient Agreements in place for Emergency Repair, Blue Roof Repair, and Basic Rehabilitation.

k. NRSA Accomplishment Narrative

Not applicable.

l. NRSA Goal Accomplishment

Not applicable.

m. Activity Eligibility and National Objectives

It is the opinion of the City, based on efforts to properly identify eligible applicants and feasible properties, that all projects undertaken are eligible and meet at least one of HUD's National Objectives.

n. Public Service Cap and Percentage Expended

The City complies with the CDBG Public Services Cap, spending 13.09% of the 2011 grant amount on Public Service activities. This is supported by IDIS Report PR26, attached.

o. Planning and Administration Cap and Percentage Expended

The City complies with the CDBG Planning and Administration Cap, spending 19.37% of the 2011 grant amount on Planning and Administration activities. This is supported by IDIS report PR26, attached.

p. Slow Moving Activities

The CDBG Program has a limited number of slow-moving projects. The City has entered a number of subrecipient agreements for Emergency Repair and Basic Rehabilitation, and there is a clear learning curve for both the City and a new subrecipient in terms of required process and inter-organizational communication. While the short-term impact of these agreements, seems to slow the process, the long-term result will be a much more efficient program.

q. Program Income and Year-End Return

No activities created Program Income in 2011.

r. Interest Earned on Program Income

Not applicable. No Program Income was generated in 2011.

s. Reasonable/Unreasonable Costs

It is the opinion of the City that all costs incurred are reasonable and necessary.

t. Line of Credit Balance and the "1.5 Years" Test

The City's Line of Credit Balance is at an acceptable level and complies with the "1.5 Years" test. The timeliness test for 2011 was completed on November 2, 2011 at which time the City had a Line of Credit Balance of \$710,502.88, which is 1.25 times the 2011 grant amount of \$567,637.

XI. HOME PROGRAMMATIC NARRATIVE

a. Extent to Which HOME Funds Impact All Identified Needs

With the exception of Planning and Administration funds, all activities completed in 2011, and all funds expended are related to High Priority Needs as identified in Table 2B (page 104) of the five-year consolidated plan.

b. Match Requirement

The City of Hattiesburg's Match requirement is 0%.

c. Status as a Fiscally Distressed or a Disaster Area

The City of Hattiesburg is considered a fiscally distressed jurisdiction due to the poverty rate and the per capita income as reported in the U.S. Census.

d. Period Covered by Disaster Related Match Reduction

The Match reduction is due to status as a fiscally distressed jurisdiction.

e. Match Report

The City of Hattiesburg is exempt from a match requirement in accordance with 24 CFR 92.222, which provides that a jurisdiction with a certain poverty rate and per capita income are not required to match.

f. Match Requirements Met According to HOME Funds Expended

Not applicable.

g. HUD Form 40107, Minority and Women's Business Enterprises

HUD Form 40107, reporting on contracts and/or subcontracts with Minority and Women Business Enterprises, is attached.

h. Outreach Strategies related to MBEs and WBEs

The City of Hattiesburg engages in outreach to minority and women-owned businesses through strategic partnerships with other organizations at the state and local levels. Beginning in 2009, and most recently in 2011, the City partnered with the Mississippi Development Authority to host a Model Contractor Development Workshop. This workshop targeted disadvantaged businesses and covered a range of topics including but not limited to business structure, business accounting, business finance, bonding and developing proposal/bids. The city continues to partner with the Area Development Partnership (a regional economic development organization) in an effort to identify disadvantaged businesses and develop services and programs to increase capacity. The ADP maintains a Minority Business Directory and targets these businesses with its loan programs and other support services.

Also, during the 2011 program the City sponsored a Section 3 meeting with Kansas City Southern Railroad and various minority contractors aimed at identifying potential contractors for its rail improvement project. It should be noted that this project is funded by a HUD TIGER grant.

For the purposes of both CDBG and HOME rehabilitation and reconstruction, the City develops a list of Qualified Eligible Contractors (QEC). Of the six contractors on the 2011 QEC, five were minority-owned business. All of the City's solicitations are placed on the Small Business Development Center's website which provides an additional mechanism through which DBEs can be reached.

The City will continue these strategic partnerships aimed ensuring the participation of DBEs and benefiting Section 3 businesses and individuals through the 2012 plan year.

i. Assessment of Affirmative Marketing Actions

Relative to marketing its program offerings, the City holds public hearings at least two times annually. There is an existing list of applicants waiting for services. With regard to identifying MBEs, WBEs and otherwise DBEs, as stated earlier, the City works with other organizations such as the Area Development Partnership and the Mississippi Development Authority to provide information and services aimed at including these entities in all of its programs.

j. Rental Property On-Site Inspections

Not applicable. The City's HOME Program neither owned nor operated any Rental Properties in 2011.

k. Project Eligibility

It is the opinion of the City, based on efforts to properly identify eligible applicants and feasible properties, that all projects undertaken are eligible.

l. Disbursement of Funds Within Statutory Deadlines

The City passed all timeliness tests in 2011. In June 2011, the City complied with the timeliness test applied to HOME for grant funds available and for commitments.

m. Slow Moving Activities

The City has overcome the final challenges with one HOME Reconstruction activity, and the house should be complete in early 2012. The lack of progress on the part of the City's CHDOs was the source of the only concerns and findings as a result of HUD's July 2010 monitoring visit. Since that time, the City has required more frequent reporting of each CHDOs progress and has monitored each of the CHDOs annually. Although no projects were 100% complete, significant progress is evident.

n. Reasonable/Unreasonable Costs

It is the opinion of the City that all costs incurred are reasonable and necessary.

o. Displacement Related to Acquisition/Rehabilitation or Demolition Activities

It is not the intent of the City or the Housing Rehabilitation, Repair, Reconstruction Grant Program, to cause permanent displacement of a residential homeowner occupant whose dwelling is to receive repair, rehabilitation, or reconstruction. Neither is it the intent of the City to undertake any activity that involuntarily displaces residents. However, the City anticipates that from time to time projects may involve the temporary, voluntary relocation of a homeowner in order to proceed with work in a safe and/or timely manner. For this reason, the City has an established Temporary Relocation Policy as a part of its Program Manual.

APPENDIX A

2010 Grant Awards and HUD Agreements



U. S. Department of Housing and Urban Development

Jackson Field Office, Southeast / Caribbean
Dr. A. H. McCoy Federal Building, Room 910
100 West Capitol Street
Jackson, Mississippi 39269-1096

June 27, 2011

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

Dear Mayor DuPree:

We are pleased to announce that the City of Hattiesburg's One Year Action Plan covering the period from January 1, 2011, through December 31, 2011, has been approved. The City of Hattiesburg has been authorized to receive **\$567,637** in Community Development Block Grant (CDBG) Program funding and **\$330,260** in HOME funding. The 2011 Program Year start date is January 1, 2011.

We have enclosed three copies of the Grant Agreement and Funding Approval form (HUD-7082), which constitutes the contract between the U.S. Department of Housing and Urban Development (HUD) and the City of Pascagoula for the CDBG Program. Please retain one copy for your records and return the other two copies to this office. Upon receipt of the executed agreements, we will add these funds to your existing line of credit. You should note particularly any special conditions included in Item 11 of the Funding Approval. Failure to execute and return the grant agreement within 60 days of the transmittal date may be deemed to constitute rejection of the grant and cause for HUD to determine that the funds are available for reallocation to other grantees.

All funds to alleviate drainage problems, including planning, replacement of storm drainage, and construction of streets and sewer facilities, are subject to review under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The Grant Agreement and Funding Approval includes this special condition, which also applies to water or sewer activities that you may add by amendment or other revision.

Certain activities are subject to the provisions of 24 CFR Part 58 (Environmental Review Procedures for the Community Development Block Grant Program). Funds for such activities may not be obligated or expended, unless HUD has approved the release of funds in writing. A request for the release of funds must be accompanied by an environmental certification. This HUD Form 7015.15 can be completed on line and printed out at HUDClips:
<http://www.hud.gov/offices/adm/hudclips/forms/hud7.cfm>.

HUD's mission is to increase homeownership, support community development and increase access to affordable housing free from discrimination.

www.hud.gov

espanol.hud.gov

Please remember that all HOME funds must be committed in the Integrated Disbursement and Information System (IDIS) within 24 months and expended within 5 years from the last day of the month in which HUD notifies the City that it has executed the HOME Investment Partnerships Agreement. The Participating Jurisdiction (PJ) must also reserve and commit their 15% set-aside for Community Housing Development Organizations (CHDOs) within 24 months. Funds not expended within 5 years, or committed within 2 years, can be recaptured by HUD and will no longer be available to the PJ or the CHDO. Please continue to commit and expend the HOME funds in a timely manner.

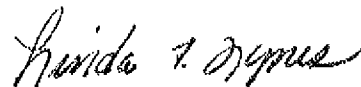
~~If there is a need to delete or add individuals authorized to access the Integrated~~ Disbursement and Information System (IDIS), an IDIS Security Access Authorization Form must be prepared, notarized, and returned to this office with the Grant Agreement. You may access the form at: <http://www.hud.gov/offices/adm/hudclips/forms/files/27055.pdf>. Or you may go to HUDClips and complete HUD Form 27055 online and then, print it out. Also, read the Rules of Behavior attached, which must be signed and returned with the IDIS Access form. Program progress must be recorded in IDIS on a regular basis. HUD will use this system to obtain beneficiary data and monitor the City's program implementation and performance.

If there is a need to establish or change the depository account to which these grant funds are to be wired, a Direct Deposit Sign-Up Form (SF-1199A) must be completed by you and your financial institution and mailed to this office.

You are also reminded that the 2012 Action Plan is due in this office no later than Tuesday, November 15, 2011. The present HOME timeliness deadline for commitment is June 30, 2011, and the City has successfully met this deadline. The CDBG timeliness deadline is November 1, 2011.

We continue to look forward to working with you and your staff throughout the year. If you have any questions or require any assistance, please contact Rosemary Scrivner, Community Planning and Development Representative, at 601-608-1797.

Sincerely,



Linda F. Tynes
Director
Community Planning and
Development Division

Enclosures (Sent to Franklyn Tate)

cc:
Franklyn Tate

Funding Approval/Agreement

Title I of the Housing and Community
Development Act (Public Law 930383)
HI-00515R of 20515R

U.S. Department of Housing and Urban Development Office of Community Planning and Development Community Development Block Grant Program

1. Name of Grantee (as shown in item 5 of Standard Form 424) City of Hattiesburg	3a. Grantee's 9-digit Tax ID Number: 64-6000432	3b. Grantee's DUNS Number: 07-944-8130	4. Date use of funds may begin (mm/dd/yyyy):
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) City of Hattiesburg P. O. Box 1898 Hattiesburg, MS 39401-1898	5a. Project/Grant No. 1 B-11-MC-28-0006	6a. Amount Approved \$567,637	5b. Project/Grant No. 2
	5c. Project/Grant No. 3	6c. Amount Approved	
HFO: 4GD Appropriation: 861/30162 ECI UOG: 280602			

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions/addendums, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 1 above provided the activities to which such costs are related are in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Linda F. Tynes	Grantee Name Johnny L. DuPree
Title Director, Community Planning and Development Division	Title Mayor
Signature <i>Linda F. Tynes</i>	Signature <i>Johnny L. DuPree</i>
Date (mm/dd/yyyy) 07-19-2011	Date (mm/dd/yyyy) 07-19-2011

7. Category of Title I Assistance for this Funding Action (check only one) ☒ a. Entitlement, Sec 106(b) ☐ b. State-Administered, Sec 108(d)(1) ☐ c. HUD-Administered Small Cities, Sec 106(d)(2)(B) ☐ d. Indian CDBG Programs, Sec 108(a)(1) ☐ e. Surplus Urban Renewal Funds, Sec 112(b) ☐ f. Special Purpose Grants, Sec 107 ☐ g. Loan Guarantee, Sec 108	8. Special Conditions (check one) ☐ None ☒ Attached	9a. Date HUD received Submission (mm/dd/yyyy) 11/16/2010 9b. Date Grantee Notified (mm/dd/yyyy) 06/27/2011 9c. Date of Start of Program Year (mm/dd/yyyy) 01/01/2011	10. check one ☒ a. Orig. Funding Approval ☐ b. Amendment Amendment Number
11. Amount of Community Development Block Grant			
		FY (2011)	FY ()
a. Funds Reserved for this Grantee		\$567,637	
b. Funds now being Approved		\$567,637	
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved	12b. Name and complete Address of Public Agency
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature

HUD Accounting use Only										
Batch	TAC	Program Y	A Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153									
	176									
		Y				Project Number		Amount		
		Y				Project Number		Amount		
Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By					

Funding Approval and HOME Investment Partnerships Agreement

Title II of the National Affordable Housing Act

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

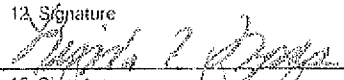
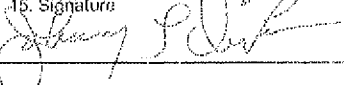
OMB Approval No. 2506-0171
(Exp. 12/31/2012)

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

The HOME statute imposes a significant number of data collection and reporting requirements. This includes information on assisted properties, on the owners or tenants of the properties, and on other programmatic areas. The information will be used: 1) to assist HOME participants in managing their programs; 2) to track performance of participants in meeting fund commitment and expenditure deadlines; 3) to permit HUD to determine whether each participant meets the HOME statutory income targeting and affordability requirements; and 4) to permit HUD to determine compliance with other statutory and regulatory program requirements. This data collection is authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act or related authorities. Access to Federal grant funds is contingent on the reporting of certain project-specific data elements. Records of information collected will be maintained by the recipients of the assistance. Information on activities and expenditures of grant funds is public information and is generally available for disclosure. Recipients are responsible for ensuring confidentiality when public disclosure is not required.

1. Participant Name and Address: City of Hattiesburg P. O. Box 1898 Hattiesburg, MS 39402-1898 HFO: 4GD		2. Participant Number H11-HWC260201	
		3. Tax Identification Number 64-6000432 DUNS No. 07-944-8130	
		4. Appropriation Number 861/30205	
		5. FY (yyyy) 2011	
6. Previous Obligation (Enter "0" for initial FY allocation)			\$
a. Formula Funds			\$
b. Community Housing Development Org. (CHDO) Competitive			\$
7. Current Transaction (+ or -)			\$ 330,260.00
a. Formula Funds			\$ 330,260.00
1. CHDO (For deobligations only)			\$
2. Non- CHDO (For deobligations only)			\$
b. CHDO Competitive Reallocation or Deobligation (see #18 below)			\$
9. Revised Obligation			\$
a. Formula Funds			\$
b. CHDO Competitive Reallocation			\$
9. Special Conditions (check applicable box) ☒ Not applicable ☐ Attached		10. Date of Obligation (Congressional Release Date) (mm/dd/yyyy) 06/24/2011	

This Agreement between the Department of Housing and Urban Development (HUD) and the Participating Jurisdiction/Entity is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.). The Participating Jurisdiction's /Entity's approved Consolidated Plan submission/Application and the HUD regulations at 24 CFR Part 92 (as is now in effect and as may be amended from time to time) and this HOME Investment Partnership Agreement, form HUD-40093, including any special conditions, constitute part of this Agreement. Subject to the provisions of this Agreement, HUD will make the funds for the Fiscal Year specified, available to the Participating Jurisdiction/Entity upon execution of this Agreement by the parties. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Participating Jurisdiction's execution of the amendment or other consent. HUD's payment of funds under this Agreement is subject to the Participating Jurisdiction's/Entity's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502. To the extent authorized by HUD regulations at 24 CFR Part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Participating Jurisdiction/Entity without the Participating Jurisdiction's/Entity's execution of the amendment or other consent. The Participating Jurisdiction/Entity agrees that funds invested in affordable housing under 24 CFR Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 CFR Part 92. The Participating Jurisdiction agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58.

11. For the U.S. Department of HUD (Name and Title of Authorized Official) Linda E. Tynes, Community Planning and Development Director		12. Signature 		13. Date 6/24/2011	
14. For the Participating Jurisdiction/Entity (Name and Title of Authorized Official) Johnny L. DuPree, Mayor		15. Signature 		16. Date 07/10/2011	

17. Check one:

☒ Initial Agreement

☐ Amendment # _____

18. Funding Information:

Source of Funds	Appropriation Code	PAS Code	Amount
FY 2011	861/30305	11HMF	\$ 330,260.00
			\$
			\$

CHDO Competitive Reallocation

Source of Funds	Appropriation Code	PAS Code	Amount
			\$
			\$

APPENDIX B

HOME Annual Performance Report (HUD Form 40107)

Annual Performance Report HOME Program

U.S. Department of Housing
and Urban Development
Office of Community Planning
and Development

OMB Approval No. 2506-0171
(exp. 8/31/2009)

Public reporting burden for this collection of information is estimated to average 2.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

The HOME statute imposes a significant number of data collection and reporting requirements. This includes information on assisted properties, on the owners or tenants of the properties, and on other programmatic areas. The information will be used: 1) to assist HOME participants in managing their programs; 2) to track performance of participants in meeting fund commitment and expenditure deadlines; 3) to permit HUD to determine whether each participant meets the HOME statutory income targeting and affordability requirements; and 4) to permit HUD to determine compliance with other statutory and regulatory program requirements. This data collection is authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act or related authorities. Access to Federal grant funds is contingent on the reporting of certain project-specific data elements. Records of information collected will be maintained by the recipients of the assistance. Information on activities and expenditures of grant funds is public information and is generally available for disclosure. Recipients are responsible for ensuring confidentiality when public disclosure is not required.

This form is intended to collect numeric data to be aggregated nationally as a complement to data collected through the Cash and Management Information (C/M) System. Participants should enter the reporting period in the first block. The reporting period is October 1 to September 30. Instructions are included for each section if further explanation is needed.

Submit this form on or before December 31. Send one copy to the appropriate HUD Field Office and one copy to: HOME Program, Rm 7176, 451 7th Street, S.W., Washington D.C. 20410	This report is for period (mm/dd/yyyy) Starting 10/01/2010	Ending 09/30/2011	Date Submitted (mm/dd/yyyy) 03/31/2012
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Part I Participant Identification

1. Participant Number M11-MC-28-0201	2. Participant Name City of Hattiesburg, Mississippi		
3. Name of Person completing this report Andrew S. Ellard	4. Phone Number (Include Area Code) 601-545-4558		
5. Address P.O. Box 1898	6. City Hattiesburg	7. State MS	8. Zip Code 39403-1898

Part II Program Income

Enter the following program income amounts for the reporting period: In block 1, enter the balance on hand at the beginning; in block 2, enter the amount generated; in block 3, enter the amount expended; and in block 4, enter the amount for Tenant-Based rental Assistance.

1. Balance on hand at Beginning of Reporting Period	2. Amount received during Reporting Period	3. Total amount expended during Reporting Period	4. Amount expended for Tenant-Based Rental Assistance	5. Balance on hand at end of Reporting Period (1 + 2 - 3) = 5
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Part III Minority Business Enterprises (MBE) and Women Business Enterprises (WBE)

In the table below, indicate the number and dollar value of contracts for HOME projects completed during the reporting period.

	a. Total	Minority Business Enterprises (MBE)				f. White Non-Hispanic
		b. Alaskan Native or American Indian	c. Asian or Pacific Islander	d. Black Non-Hispanic	e. Hispanic	
A. Contracts						
1. Number	12			11		1
2. Dollar Amount	\$584,484.00			\$537,534.00		\$46,950.00
B. Sub-Contracts						
1. Number	1			1		
2. Dollar Amount	\$46,500.00			\$46,500.00		
	a. Total	b. Women Business Enterprises (WBE)	c. Male			
C. Contracts						
1. Number	12		12			
2. Dollar Amount	\$584,484.00		\$584,484.00			
D. Sub-Contracts						
1. Number	1		1			
2. Dollar Amounts	\$46,500.00		\$46,500.00			

Part IV Minority Owners of Rental Property

In the table below, indicate the number of HOME assisted rental property owners and the total dollar amount of HOME funds in these rental properties assisted during the reporting period.

	a. Total	Minority Property Owners				f. White Non-Hispanic
		b. Alaskan Native or American Indian	c. Asian or Pacific Islander	d. Black Non-Hispanic	e. Hispanic	
1. Number						
2. Dollar Amount						

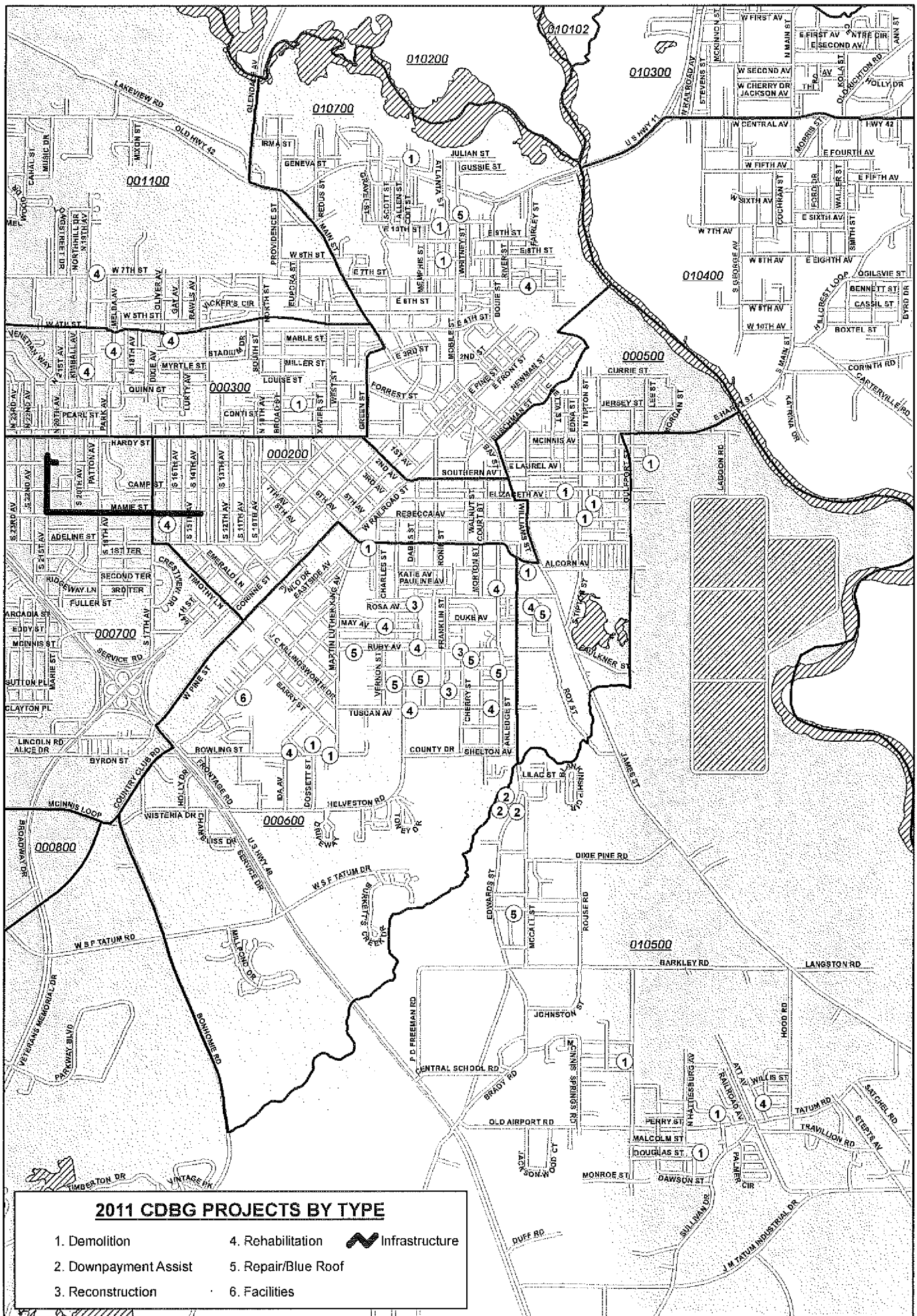
Part V Relocation and Real Property Acquisition

Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition. The data provided should reflect only displacements and acquisitions occurring during the reporting period.

	a. Number	b. Cost				
1. Parcels Acquired	1	\$45,000.00				
2. Businesses Displaced						
3. Nonprofit Organizations Displaced						
4. Households Temporarily Relocated, not Displaced	12	\$21,550.00				
Households Displaced	a. Total	Minority Business Enterprises (MBE)				f. White Non-Hispanic
		b. Alaskan Native or American Indian	c. Asian or Pacific Islander	d. Black Non-Hispanic	e. Hispanic	
5. Households Displaced - Number						
6. Households Displaced - Cost						

APPENDIX C

Map of Investments



APPENDIX D

2011 Public Notices:

- **Notice of Availability and Public Hearing — 2011 Action Plan**
- **Notice to Bidders — Qualified Eligible Contactors**
- **Notice of Availability — Request for Public Service Proposals**
- **Notice of Public Hearing and Comment Period — 2010 Action Plan Amendment**
- **Notice of Availability — 2010 CAPER**
- **Public Hearing and Comment Period – general**
- **Notice of Availability and Public Hearing – 2012 Action Plan**
- **Notice of Public Hearing and Comment Period – 2008-2012 Consolidated Plan Amendments and respective Action Plan Amendments**
- **Notice of Availability — 2011 CAPER**

082285-1613

Proof of Publication
The State of Mississippi
Forrest County

H12998
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200322246

NOTICE OF AVAILABILITY AND PUBLIC HEARING
FOR THE 2011 ACTION PLAN FOR HOUSING AND COMMUNITY DEVELOPMENT BLOCK GRANTTM
(CDBG) PROGRAMS AND APPLICABLE INFORMATION
ATTENTION: ALL HATTIESBURG, MISSISSIPPI RESIDENTS

The City of Hattiesburg, Mississippi anticipates receipt of Community Development Block Grant (CDBG) and HOME Investment Partnerships Program funds from the U.S. Department of Housing and Urban Development in January 2011 or soon thereafter. These funds are expected to total approximately \$1,080,000. The funds will be used to meet the primary objectives of the Housing and Urban Development Act of 1974, as amended, by providing access to affordable, decent, safe and sanitary housing and a suitable living environment and expanding economic opportunities for persons of low and moderate income.

A Public Hearing is scheduled for September 28, 2010 at 5:30 p.m. in the Hattiesburg City Council Room for the purpose of receiving comments on the proposed 2011 Action Plan and proposed amendments to the 2010 Action Plan.

The Draft 2011 Action Plan on housing and community development needs will be available for review beginning September 28, 2010, between the hours of 8 a.m. and 5 p.m., Monday through Friday, at the following locations, and issued at the public hearing on the same date:

City Hall	Hattiesburg Public Library	Jackie Dole Sherrill
200 Forrest St.	329 Hardy St.	Community Center
City Clerk's Office	Hattiesburg, MS 39401	220 W. Front St.
Hattiesburg, MS 39401		Hattiesburg, MS 39401

C.R. Roy Community Center	Forrest County Court House
300 East 5 th St.	641 Main St.
Hattiesburg, MS 39401	Hattiesburg, MS 39401

The City expects to receive a CDBG entitlement grant of approximately \$700,000. The City proposes to budget these funds for the following activities: Program Administration (\$140,000); Public Services (\$50,000); Demolition of Substandard Structures (\$60,000); Housing Repair or Rehabilitation (\$350,000); and Drainage Improvements or Other Infrastructure Improvements (\$100,000).

The City expects to receive a HOME entitlement grant of approximately \$380,000. The City proposes to budget these funds for the following activities: HOME Administration (\$38,000); Community Housing Development Organization Set-aside (\$57,000); and Housing Rehabilitation (\$285,000).

The City will consider any comments or views of citizens, agencies or units of local government received in writing and orally at the Public Hearing scheduled for September 28, 2010, at 5:30 p.m., at the Hattiesburg City Council Chamber Room. Written comments will be accepted in the Department of Federal & State Programs through November 1, 2010. A summary of any comments or reviews accepted will be attached to the final action plan, amendments or performance report.

Comments related to this NOTICE may be sent to or delivered to City Hall, First Floor, Community Development/Department of Federal and State Programs, 200 Forrest Street, Hattiesburg, MS 39401.

If you have any questions regarding this information, please contact the Department at (601) 554-1006.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie R. Myers/
CITY CLERK

(SRAL)

Johnny L. DuPre, Mayor

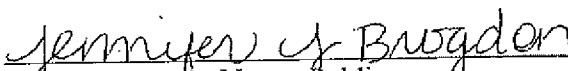
PUBLISH Twice in the Non-Legal Section: Friday, September 17, 2010; Friday September 24, 2010

Issues: 2
Total: \$348.60

Signed:



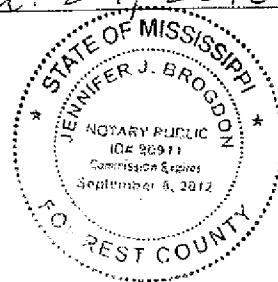
Authorized Clerk
Of the Hattiesburg American



Notary Public

Sworn to and subscribed before me on

Sept. 24, 2010



Proof of Publication
The State of Mississippi
Forrest County

H12998
PASTE PROOF HERE
200333478

NOTICE TO BIDDERS

NOTICE is hereby given that the City of Hattiesburg, Mississippi will receive Statements of Qualifications until 10:00 A.M., Thursday, December 9, 2010, in the City Clerk's Office in the City Hall for the following:

Qualified Eligible Contractors for the purposes of CDBG housing rehabilitation, HOME housing rehabilitation, CDBG Emergency Repair, HOME Reconstruction and related activities as needed for a period ending December 31, 2011 for the Department of Federal and State Programs - Community Development Division.

The above shall be delivered as per detailed specifications on file in the Office of the Clerk, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each PROPOSAL must be received in a sealed envelope which is marked in the lower left-hand corner with the words "Request for Qualifications" and the NAME OF THE ITEM on which proposal is being submitted and the DATE OF BID OPENING.

The purpose of this solicitation is to establish a list of Qualified Eligible Contractors for participation the City's CDBG and HOME programs. Respondents meeting the established criteria will be placed on a list of QECs in accordance with the City's Housing Rehabilitation/Reconstruction, and Housing Repair Grants Manual. Notwithstanding, the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 16th day of November 2010.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie R Myers/s/
CITY CLERK

(SEAL)

Johnny L. DuPree, Mayor
PUBLISH Friday, November 19, 2010; Friday, December 3, 2010

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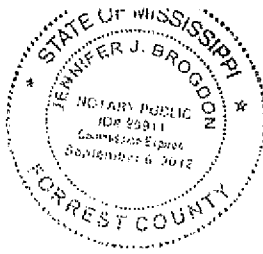
HATTIESBURG
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3, 2010



Proof of Publication
The State of Mississippi
Forrest County

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NOTICE OF AVAILABILITY
OF COMMUNITY DEVELOPMENT BLOCK GRANT
PUBLIC SERVICE GRANT FUNDS

The City of Hattiesburg, Mississippi, in accordance with its 2011 Action Plan (a component of its 2008 - 2012 Consolidated Plan) is accepting proposals for Public Service Grant awards. Eligible organizations include nonprofit organizations operating within the City limits of Hattiesburg, Mississippi. Churches are not eligible.

Eligible activities include but are not limited to: those benefiting low to moderate income individuals, job training, crime prevention, health services, substance abuse services, education programs, services to senior citizens, services benefiting at risk youth and services benefiting the homeless.

Each proposal shall be delivered to the Office of the City Clerk, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552 on or before 10 a.m. December 9, 2010.

Each PROPOSAL must be received in a sealed envelope which is marked in the lower left-hand corner with the words "Request for Proposals" and the NAME OF THE ITEM on which proposal is being submitted and the DATE OF BID OPENING.

The proposals should include the following:

1. Description of the Organization to include name, address, 501 3(c) status, DUNS number, EIN number, makeup of the board, contact person and any other descriptive information available
2. Description for program for which funding is being requested
3. Proposed budget for program or activity to include other sources of funding
4. Program outcomes or benchmarks
5. City of Hattiesburg's CDBG Public Service Application Form

Proposals that fail to include all of the information above will not be considered.

Copies of the City of Hattiesburg's CDBG Public Service Application Form are available upon request between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday at the Office of the Clerk, City Hall, Second Floor, 200 Forrest Street, Hattiesburg, MS 39401.

Questions related to this announcement should be forwarded to Franklin L. Tate, Director of Federal and State Programs City of Hattiesburg, P.O. Box 1898, Hattiesburg, Mississippi 39403-1898, or delivered to City Hall, First Floor, Department of Federal and State Programs, 200 Forrest Street, 601-554-1006.

PUBLISHED by Order of the Council on this, the 16th day of November, 2010.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie R. Myers/s/
CITY CLERK

(SEAL)

Johnay L. DuPre, Mayor
PUBLISH Friday, November 19, 2010; Friday December 3, 2010

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Proof of Publication
The State of Mississippi
Forrest County

**PUBLIC HEARING AND
PUBLIC COMMENT PERIOD
CITY OF HATTIESBURG
2010 AND 2011 ACTION PLAN AMENDMENTS**

NOTICE is hereby given that the City of Hattiesburg Department of Federal & State Programs has scheduled a public hearing for Monday, February 7, 2011 at 5:30 p.m. in the City Council Chambers of City Hall for the purpose of affording citizens of Hattiesburg an opportunity to present their views on the proposed amendments to the City of Hattiesburg's 2010 and 2011 Action Plans, related to its CDBG and HOME programs.

Action Plan Amendments:

- Redirect CDBG funds allocated in 2010 for Administration, and instead utilize funds toward Housing Programs (Rehabilitation and/or Emergency Repairs)
- Revise the 2011 Action Plan to include acquisition of property as a planned activity for the purpose of furthering the City of Hattiesburg's Community Development efforts.

Financial Impact:

Project	Allotment
• 2010 CDBG Administration	\$80,520.72
• 2010 Housing Programs	\$80,520.72

All interested citizens, particularly those of low, very low, and extremely low income, minorities, residents of public housing, and those with mobility, visual and hearing impediments, are urged to attend. If you should have any questions regarding the above hearing, please contact the Department of Federal & State Programs at (601) 554-1006.

Comments related to the Action Plan Amendments and/or the City of Hattiesburg's Housing and Community Development needs may be mailed to the City of Hattiesburg, Department of Federal & State Programs, Community Development Division, P.O. Box 1898, Hattiesburg, MS 39403-1898, or delivered to City Hall, First Floor, Department of Federal & State Programs, 200 Forrest Street, Hattiesburg, MS. Comments on the topic(s) outlined above will be considered through February 22, 2011.

PUBLISHED by order of the Council on this, the 18th day of January, 2011.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Edie R. Myers
CITY CLERK

(SEAL)

Johnny L. DuPre, Mayor
PUBLISH Twice in the Non-Legal Section: Friday, January 22, 2011; Friday, January 29, 2011

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

Crystal Horton

An authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

Date of Publication:

January 22, 2011

Size: 3.0x5.50"

Issues: 1

Total: \$181.20

Signed:

Authorized Clerk

Of the Hattiesburg American

Jennifer J. Brogdon
Notary Public

Sworn to and subscribed before me on

Jan. 22, 2011



Proof of Publication
The State of Mississippi
Forrest County

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2003448071

**NOTICE OF AVAILABILITY
2010 CONSOLIDATED ANNUAL PERFORMANCE
AND EVALUATION REPORT FOR HOUSING AND
COMMUNITY DEVELOPMENT PROGRAMS**

ATTENTION: ALL HATTIESBURG, MISSISSIPPI RESIDENTS

The City of Hattiesburg, Mississippi, as required by the U.S. Department of Housing and Urban Development, has prepared its 2010 Consolidated Annual Performance and Evaluation Report. The report provides details on the activities proposed and completed during the 2010 program year using Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) entitlement funds.

The draft report will be available for review beginning February 25, 2011, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, until 5 p.m. March 28, 2011, at the following locations:

City Hall 200 Forrest Street City Clerk's Office Hattiesburg, MS 39401	Hattiesburg Public Library 329 Hardy Street Hattiesburg, MS 39401	Forrest County Court House 641 Main Street Hattiesburg, MS 39401
Jackie Dole Sherrill Community Center 220 W. Front Street Hattiesburg, MS 39401	C.B. Roy Community Center 300 East 5th Street Hattiesburg, MS 39401	

Comments related to the performance report may be mailed to Franklyn Tate, Director of Federal and State Programs City of Hattiesburg, P.O. Box 1898, Hattiesburg, Mississippi 39403-1898, or delivered to City Hall, First Floor, Department of Federal and State Programs, 200 Forrest Street. Comments will be considered through Monday, March 28, 2011.

PUBLISHED by Order of the Council on this, the 22nd day of February 2011.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie R Myers/s/
CITY CLERK

(SEAL)

Johnny L. DuPree, Mayor
Publish: February 26, 2011 & March 4, 2011

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Jennifer J. Brogdon
Notary Public

Sworn to and subscribed before me on

March 4, 2011



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

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H12998
CITY OF HBURG,
0200365030
CDBG and HOME PROGRAM
IMPLEMENTATION

PUBLIC HEARING
CITY OF HATTIESBURG
CDBG and HOME
PROGRAM
IMPLEMENTATION

NOTICE is hereby given that the City of Hattiesburg Department of Federal & State Programs has scheduled a public hearing for Monday, July 11, 2011 at 5:00 p.m. in the City Council Chambers of City Hall for the purpose of reviewing recent accomplishments of the CDBG and HOME Programs, and affording citizens of Hattiesburg an opportunity to present their views and suggestions on the implementation of the program and general housing and community development needs within Hattiesburg. Input will additionally be taken into consideration for the development of the 2012 Annual Action Plan.

All interested citizens, particularly those of low, very low, and extremely low income, minorities, residents of public housing, and those with mobility, visual and hearing impairments, are urged to attend. If you should have any questions regarding the above hearing, please contact the Department of Federal & State Programs at (601) 554-1006.

Comments related to the City of Hattiesburg's housing and community development needs, the 2012 Action Plan, or program suggestions may be mailed to the City of Hattiesburg, Department of Federal & State Programs, Community Development Division, P.O. Box 1208, Hattiesburg, MS 39403-1898, or delivered to City Hall, First Floor, Department of Federal & State Programs, 200 Forrest Street, Hattiesburg, MS. Comments on the topic(s) outlined above will be considered through August 11, 2011.

PUBLISHED by Order of the Council on this, the 21st day of June 2011.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Eddie R. Myers
CITY CLERK

(SEAL)

Johnny L. DuPree, Mayor

PUBLISH: June 24, 2011;
July 1, 2011

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

6/24/2011

6/24/2011

7/1/2011

Size: 318 words / 1.00 col. x 83.00 lines

Published: 2 time(s)

Total: \$74.96

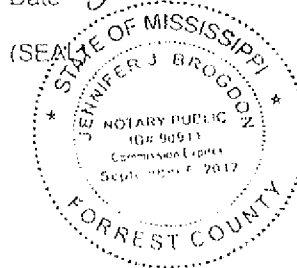
Signed

Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 7/1/2011.

Jennifer J. Brogdon
Notary Public

July 1, 2011
Date



PROOF OF PUBLICATION THE STATE OF MISSISSIPPI FORREST COUNTY

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H12998
CITY OF HBURG,
0200375965
2012 ACTION PLAN

NOTICE OF PUBLIC
HEARING FOR THE 2012
ACTION PLAN
FOR HOUSING AND
COMMUNITY
DEVELOPMENT BLOCK
GRANT (CDBG & HOME)
PROGRAMS AND
APPLICABLE
INFORMATION
ATTENTION: ALL
HATTIESBURG,
MISSISSIPPI
RESIDENTS

The City of Hattiesburg, Mississippi anticipates receipt of Community Development Block Grant (CDBG) and HOME Investment Partnership Program funds from the U.S. Department of Housing and Urban Development in January 2012 or soon thereafter. These funds are estimated to total approximately \$800,000. The funds will be used to meet the primary objectives of the Housing and Urban Development Act of 1974, as amended, by providing access to affordable, decent, safe and sanitary housing and a suitable living environment and expanding economic opportunities for persons of low and moderate income.

A Public Hearing is scheduled for September 22, 2011 at 5:30 p.m. in the Community Room of the Train Depot at 305 Newman Street for the purpose of receiving comments on the proposed 2012 Action Plan.

The Draft 2012 Action Plan on housing and community development needs will be available for review after September 22, 2011, between the hours of 8 a.m. and 5 p.m., Monday through Friday, at the following locations, and issued at the public hearing on the same date:

City Hall
200 Forrest St.
City Clerk's Office
Hattiesburg, MS 39401

Hattiesburg Public Library
329 Hardy St.
Hattiesburg, MS 39401

Jackie Cole Sherill
Community Center
220 W. Front St.
Hattiesburg, MS 39401

C.E. Roy Community
Center
300 East 6th St.
Hattiesburg, MS 39401

Forrest County Court
House
341 Main St.
Hattiesburg, MS 39401

The City expects to receive a CDBG entitlement grant of approximately \$500,000. The City proposes to budget these funds for the following activities: Program Administration (\$100,000); Public Services (\$50,000); Demolition of Substandard Structures (\$50,000); and Housing Repair or Rehabilitation (\$300,000).

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

9/10/2011
9/10/2011
9/17/2011

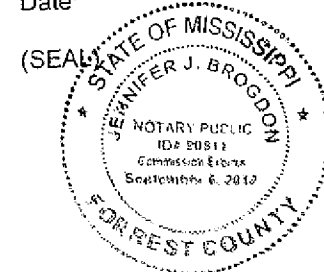
Size: 579 words / 1.00 col. x 164.00 lines
Published: 2 time(s)
Total: \$132.38

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 9/17/2011.

Jennifer J. Brogdon
Notary Public

Sept. 17, 2011
Date



The City expects to receive a HOME entitlement grant of approximately \$300,000. The City proposes to budget these funds for the following activities: HOME Administration (\$30,000); Community Housing Development Organization Set-aside (\$45,000); and Housing Rehabilitation (\$225,000).

The City will consider any comments or views of citizens, agencies or units of local government received in writing and orally at the Public Hearing scheduled for September 22, 2011, at 5:30 p.m. at the Community Room of the Train Depot at 305 Newman Street. Written comments will be accepted in the Department of Federal & State Programs through Monday, October 24, 2011. A summary of any comments or revisions accepted will be attached to the final action plan.

Comments related to this NOTICE may be sent to or delivered to City Hall, First Floor, Community Development/Department of Federal and State Programs, 200 Forrest Street, Hattiesburg, MS 39401.

If you have any questions regarding this information, please contact the Department at (601) 554-1006.

CITY OF HATTIESBURG,
MISSISSIPPI

BY:
CITY CLERK

(SEAL)

Johnny L. DuPre, Mayor

PUBLISH: Saturday,
September 10, 2011;
Saturday September 17,
2011

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

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CRYSTAL HORTON

H12998
CITY OF HBURG,
0200380761
PUBLIC HEARING NOTICE

PUBLIC HEARING AND
PUBLIC COMMENT PE-
RIOD
CITY OF HATTIESBURG
AMENDMENTS TO THE
COBG/HOME 2008-2012
CONSOLIDATED PLAN &
ANNUAL ACTION PLANS
FOR 2008-2012

NOTICE is hereby given
that the City of Hattiesburg
Department of Federal &
State Programs has sched-
uled a public hearing for
Tuesday, November 22,
2011 at 4:30 in the City
Council Chambers of City
Hall for the purpose of af-
fording citizens of Hatties-
burg an opportunity to pre-
sent their views on the City
of Hattiesburg's proposed
amendments to the
COBG/HOME 2008-2012
Consolidated Plan and the
Annual Action Plans for
years 2008, 2009, 2010
and 2011.

Agenda Item Amendments:
* Revise the COBG/HOME
2008-2012 Consolidated
Plan to allow the City to en-
ter agreements with its
Community Development
Housing Organizations re-
gardless of whether the or-
ganization is acting in the
capacity of a developer,
owner or sponsor.

* Revise the COBG/HOME
2008-2012 Consolidated
Plan to allow the City to ad-
ditionally enter into agree-
ments with CHDOs when
appropriate for the acqui-
sition and/or rehabilitation of
vacant housing units for re-
sale to eligible LMI
homebuyers.

* Revise the COBG/HOME
2008-2012 Consolidated
Plan to allow the City, when
appropriate, to include in its
agreements with CHDOs
the option for the CHDO to
utilize approved lease-
purchase options with po-
tential homebuyers.

* Revise the 2008, 2009,
2010, and 2011
COBG/HOME Annual Ac-
tion Plans to allow for the
same options afforded in
the revised Consolidated
Plan.

Allows CHDO to act in the
role of developer, owner, or
sponsor as appropriate and
in accordance with its
agreement.

Aids Rehabilitation of va-
cant units for resale as an
allowable CHDO activity.

Allows the City to give
CHDOs the option of lease-
purchase options to transfer
property to LMI
homebuyers.

Financial Impact:
There is no negative finan-
cial impact.

All interested citizens, par-
ticularly those of low, very
low, and extremely low in-
come, minorities, residents
of public housing and
those with mobility, visual
and hearing impairments,
are urged to attend. If you
should have any questions
regarding the above hear-
ing, please contact the De-
partment of Federal & State
Programs at (601) 854-
1005.

Comments related to the
proposed amendments
under the City of Hatties-
burg's Housing and Com-
munity Development needs
may be mailed to the City of
Hattiesburg, Department of
Federal & State Programs,
Community Development
Division, P.O. Box 1898,
Hattiesburg, MS 39403-
1898, or delivered to City
Hall, First Floor, Depart-
ment of Federal & State
Programs, 200 Forrest
Street, Hattiesburg, MS.
Comments will be consid-
ered through November 22,
2011.

PUBLISHED by Order of
the Council on this, the 18th
day of October, 2011.

CITY OF HATTIESBURG
MISSISSIPPI
BY: Eddie R. Morris
CITY CLERK

(SEAL)

Johnny L. Duffee, Mayor

PUBLISHED: October 21,

2011; October 28, 2011

0200380761-51

10/21/2011

10/21/2011

10/28/2011

Size: 511 words / 1 00 col. x 135.00 lines

Published: 2 time(s)

Total: \$117.42

Signed _____

Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 10/28/2011.

Jerry J. Brogdon
Notary Public

Oct. 28, 2011
Date



APPENDIX E

2011 IDIS Reports:

- PRO3 — CDBG-R Activity Summary Report for PY 2011
- PRO3 — CDBG Activity Summary Report for PY 2011
- PRO6 — Summary of Consolidated Plan Projects for Report Year
- PR10 — CDBG Housing Activities
- PR22 — Status of HOME Activities — Entitlement
- PR23 — Summary of Accomplishments (2 reports)
- PR25 — Status of CHDO Funds by Fiscal Year
- PR26 — CDBG Financial Summary Report
- PR27 — Status of HOME Grants



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG-R Activity Summary Report (GPR) for Program Year 2011
HATTIESBURG

Date: 13-Feb-2012
Time: 11:30
Page: 1

PGM Year: 2009

Project: 0013 - CDBG-R - AMERICAN RECOVERY & REINVESTMENT ACT

IDIS Activity: 1211 - WOODLEY SIDEWALK

Status: Completed
Location: 200 Forrest St Hattiesburg, MS 39401-3451

Objective: Create economic opportunities
Outcome: Availability/accessibility
Matrix Code: Sidewalks (03L)

National Objective: LMA

Initial Funding Date: 01/27/2010

Description: Construct sidewalks around Woodley School, which serves mostly lowmod residents of the city.

Financing

Funded Amount: 146,559.15
Drawn Thru Program Year: 146,559.15
Drawn In Program Year: 23,030.84

Proposed Accomplishments

Public Facilities : 1
Total Population in Service Area: 13,080
Census Tract Percent Low / Mod: 56.50

Annual Accomplishments

Year # Benefitting

2009

Accomplishment Narrative

The Woodley Sidewalk project will soon be underway. During 2009, the city advertised and opened bids for the project. The city expects to get the results from the bid selection and begin construction in the first quarter of 2010. Draws against the CDBG-R funds will begin at that time.

Project as originally designed was completed in 2010. However, the original design failed to include a crucial sidewalk segment, so the project continued in order to fully complete the intended sidewalk area. The additional work was completed in 2011.

PGM Year: 2009

Project: 0013 - CDBG-R - AMERICAN RECOVERY & REINVESTMENT ACT

IDIS Activity: 1306 - NEWMAN-BUSCHMAN SIDEWALK ENGINEERING/DESIGN

Status: Open
Location: 308 Newman St Hattiesburg, MS 39401-2209

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Sidewalks (03L)

National Objective: LMA

Initial Funding Date: 11/09/2011

Description: EngineeringDesign work on sidewalk in the area of the NewmanBuschman neighborhood, surrounding neighborhoods, and connecting the train depot with Leaf River and Chain Park.

Financing

Funded Amount: 20,072.85
Drawn Thru Program Year: 0.00
Drawn In Program Year: 0.00

Proposed Accomplishments

Public Facilities : 1
Total Population in Service Area: 2,839
Census Tract Percent Low / Mod: 78.10

Annual Accomplishments		Accomplishment Narrative
Year	# Benefiting	
		Total Funded Amount: \$166,632.00
		Total Drawn Thru Program Year: \$146,559.15
		Total Drawn In Program Year: \$23,030.84



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2011
HATTIESBURG

Date: 13-Feb-2012
Time: 11:33
Page: 1

PGM Year: 1994
Project: 0002 - CONVERTED CDBG ACTIVITIES
IDIS Activity: 2 - CDBG COMMITTED FUNDS ADJUSTMENT

Status: Open
Location: ,
Objective: \$0.00
Outcome: \$0.00
Matrix Code: Rehab; Single-Unit Residential (14A) National Objective: \$0.00
Description:
\$0.00

Initial Funding Date: 01/01/0001

Financing
Funded Amount: 1,634,484.73
Drawn Thru Program Year: 1,634,484.73
Drawn In Program Year: 0.00

Proposed Accomplishments

Actual Accomplishments
Number assisted: \$0.00

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	0	0	0	0	0	0	0	0
Female-headed Households:	0		0		0			

Income Category:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
Extremely Low	0							
Low Mod	0							
Moderate	0							
Non Low Moderate	0							
Total	0	0	0		0			
Percent Low/Mod								

Annual Accomplishments Accomplishment Narrative

PGM Year: 2008
Project: 0014 - EMERGENCY REPAIR/BLUE ROOF
IDIS Activity: 1166 - EMERGENCY REPAIR/BLUE ROOFS

Status: Canceled
 Location: 200 Forrest St Hattiesburg, MS 39401-3451
 Objective: Create suitable living environments
 Outcome: Sustainability
 Matrix Code: Rehab; Single-Unit Residential (14A) National Objective: LMH

Initial Funding Date: 02/11/2009
Financing TO PROVIDE BLUE ROOF REPAIRS TO HOMES DAMAGED BY HURRICANE KATRINA

Funded Amount: 0.00
 Drawn Thru Program Year: 0.00
 Drawn In Program Year: 0.00

Proposed Accomplishments

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	0	0
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0

Percent Low/Mod

Annual Accomplishments **Accomplishment Narrative**

Year # Benefitting

PGM Year: 2007

Project: 0017 - HOUSING RECONSTRUCTION

IDIS Activity: 1178 - 1104 CHERRY STREET

Status: Completed 12/14/2011 12:00:00 AM

Location: 1104 Cherry St Hattiesburg, MS 39401-5425

Objective: Create suitable living environments

Outcome: Sustainability

Matrix Code: Clearance and Demolition (04)

National Objective: LMH

Initial Funding Date: 03/27/2009

Financing

Funded Amount: 8,775.29

Drawn Thru Program Year: 8,775.29

Drawn In Program Year: 8,775.29

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	1	0	0	0	1	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	1	0	0	0	1	0	0	0
Female-headed Households:	1		0		1			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0

Moderate	1	0	1	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Year # Benefitting

2011 1

Demolished home & cleared lot for HOME reconstruction

Accomplishment Narrative

PGM Year: 2007

Project: 0017 - HOUSING RECONSTRUCTION

IDIS Activity: 1180 - 605 SHORT 5TH STREET

Status: Open

Location: 605 Short 5th St Hattiesburg, MS 39401-1864

Objective: Create suitable living environments

Outcome: Sustainability

Matrix Code: Clearance and Demolition (04)

National Objective: SBS

Initial Funding Date:

03/27/2009

Financing

Funded Amount:

4,466.20

Drawn Thru Program Year:

4,466.20

Drawn In Program Year:

4,466.20

Proposed Accomplishments

Housing Units : 1

Description:

CONSTRUCTION OF NEW HOUSINF FOR LOW-MOD INCOME FAMILIES-

Annual Accomplishments

Year # Benefitting

Accomplishment Narrative

PGM Year: 2009

Project: 0002 - B'09 DEMOLITION

IDIS Activity: 1183 - DEMOLITION

Status: Canceled

Location: 200 Forrest St Hattiesburg, MS 39401-3451

Objective: Create suitable living environments

Outcome: Sustainability

Matrix Code: Clearance and Demolition (04)

National Objective: LMH

Initial Funding Date:

08/03/2009

Financing

Funded Amount:

0.00

Drawn Thru Program Year:

0.00

Drawn In Program Year:

0.00

Proposed Accomplishments

Housing Units : 6

Description:

TO ASSIST IN THE ELIMINATION OF SLUM & BLIGHTED CONDITIONS WITHIN THE CITY OF HATTIESBURG.

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	0	0
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments**Accomplishment Narrative**

Year	# Benefitting	
2009		DEMOLITION & REMOVAL OF PUBLIC NUISANCES THAT CREATE HEALTH & SAFETY HAZARD WITHIN ELIGIBLE CDBG AREAS

PGM Year: 2008**Project:** 0014 - EMERGENCY REPAIR/BLUE ROOF**IDIS Activity:** 1194 - BLUE ROOF REPAIR - WARD 1**Status:** Canceled**Location:** 1 Warden Rd Hattiesburg, MS 39401**Objective:** Create suitable living environments**Outcome:** Sustainability**Matrix Code:** Rehab; Single-Unit Residential (14A)**National Objective:** LMH**Initial Funding Date:** 08/05/2009**Financing**

Funded Amount: 0.00

Drawn Thru Program Year: 0.00

Description:BLUE ROOFEMERGY REPAIRS FUNDS WILL BE SPENT TO PROVIDE ROOF REPAIRS TO CITIZENS THROUGHOUT H'BURG.
ACTIVITY NAME# ISDIVIDED INTO 5 WARDS ACCORDING TO ADDRESS.

Drawn In Program Year: 0.00

Proposed Accomplishments

Housing Units : 3

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	0	0
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

Year	# Benefitting
2008	

Accomplishment Narrative

CITY HAS \$127,500 (HUD# 1166; PLACE HOLDER ACCOUNT) RESERVED FOR EMERGENCY REPAIR/BLUE ROOF REPAIR PROJECTS. PAYMENT & TRACKING OF THESE PROJECTS WILL BE DIVIDED ACCORDING TO ADDRESS LOCATION BY WARD. WARD 1 #1194, WARD 2 HUD#1195, WARD 3 HUD#1196, WARD 4 HUD#1197, & WARD 5 HUD#1198 ARE ALL TEMPORARY PLACEHOLDERS FOR ACTIVITIES WITHIN EACH WARD.

PGM Year: 2008

Project: 0014 - EMERGENCY REPAIR/BLUE ROOF

IDIS Activity: 1195 - BLUE ROOF REPAIR - WARD 2

Status: Canceled

Location: WARD 2 (VARIOUS SITES) HATTIESBURG, MS 39403

Objective: Create suitable living environments

Outcome: Sustainability

PR03 - HATTIESBURG

Initial Funding Date: 08/05/2009
Financing

Funded Amount: 0.00
Drawn Thru Program Year: 0.00
Drawn In Program Year: 0.00

Proposed Accomplishments

Housing Units : 3

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	0	0
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

Year # Benefitting

2008

Accomplishment Narrative

CITY HAS \$127,500 (HUD# 1166; PLACE HOLDER ACCOUNT) RESERVED FOR EMERGENCY REPAIR/BLUE ROOF REPAIR PROJECTS. PAYMENT & TRACKING OF THESE PROJECTS WILL BE DIVIDED ACCORDING TO ADDRESS LOCATION BY WARD.WARD1#1194WARD 2 HUD#1195, WARD 3 HUD#1196, WARD 4 HUD#1197, & WARD 5 HUD#1198 ARE ALL TEMPORARY PLACEHOLDERS FOR ACTIVITIES WITHIN EACH WARD.

PGM Year: 2008

Project: 0014 - EMERGENCY REPAIR/BLUE ROOF

IDIS Activity: 1196 - BLUE ROOF REPAIR - WARD 3

Status: Canceled

Location: WARD 3 (VARIOUS SITES) HATTIESBURG, MS 39401

Objective: Create suitable living environments

Outcome: Sustainability

Matrix Code: Rehab; Single-Unit Residential (14A) National Objective: LMH

Initial Funding Date: 08/05/2009

Financing

Funded Amount: 0.00

Drawn Thru Program Year: 0.00

Drawn In Program Year: 0.00

Proposed Accomplishments

Housing Units : 3

Actual Accomplishments

Number assisted:

	Owner		Renter		Total	
	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0
Black/African American:	0	0	0	0	0	0
Asian:	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0
Total:	0	0	0	0	0	0
Female-headed Households:	0		0		0	

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

Year # Benefitting

2008

Accomplishment Narrative

CITY HAS \$127,500 (HUD# 1166; PLACE HOLDER ACCOUNT) RESERVED FOR EMERGENCY REPAIR/BLUE ROOF REPAIR PROJECTS. PAYMENT & TRACKING OF THESE PROJECTS WILL BE DIVIDED ACCORDING TO ADDRESS LOCATION BY WARD. WARD1#1194WARD 2 HUD#1195, WARD 3 HUD#1196, WARD 4 HUD#1197, & WARD 5 HUD#1198 ARE ALL TEMPORARY PLACEHOLDERS FOR ACTIVITIES WITHIN EACH WARD.

PGM Year: 2008

Project: 0014 - EMERGENCY REPAIR/BLUE ROOF

IDIS Activity: 1197 - BLUE ROOF REPAIR - WARD 4

Status: Canceled

Location: 4 Warden Rd Hattiesburg, MS 39401

Objective: Create suitable living environments

Outcome: Sustainability

Matrix Code: Rehab, Single-Unit Residential (14A)

National Objective: LMH

Initial Funding Date: 08/05/2009

Financing

Funded Amount: 0.00

Drawn Thru Program Year: 0.00

Drawn In Program Year: 0.00

Proposed Accomplishments

Housing Units : 3

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	0	0
Female-headed Households:	0		0		0		0	

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0

Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

Year # Benefiting

2008

Accomplishment Narrative

CITY HAS \$127,500 (HUD# 1166; PLACE HOLDER ACCOUNT) RESERVED FOR EMERGENCY REPAIR/BLUE ROOF REPAIR PROJECTS. PAYMENT & TRACKING OF THESE PROJECTS WILL BE DIVIDED ACCORDING TO ADDRESS LOCATION BY WARD. WARD1#1194WARD 2 HUD#1195, WARD 3 HUD#1196, WARD 4 HUD#1197, & WARD 5 HUD#1198 ARE ALL TEMPORARY PLACEHOLDERS FOR ACTIVITIES WITHIN EACH WARD.

PGM Year: 2008

Project: 0011 - HOUSING RECONSTRUCTION

IDIS Activity: 1203 - RECONSTRUCTION - 502 Magnolia Avenue

Status: Completed 7/12/2011 3:54:06 PM

Location: 502 Magnolia Ave Hattiesburg, MS 39401-5406

Objective: Create suitable living environments

Outcome: Sustainability

Matrix Code: Clearance and Demolition (04)

National Objective: LMH

Initial Funding Date: 10/30/2009

Financing

Funded Amount: 9,278.71

Drawn Thru Program Year: 9,278.71

Drawn In Program Year: 9,278.71

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	1	0	0	0	1	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0

Total: 1 0 0 0 1 0 0 0

Female-headed Households:

0 0 0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments **Accomplishment Narrative**

Year # Benefitting

2011 1 Demolished and reconstructed home for LMI homeowner. CDBG Funding demolished structure, and HOME and private funding re-constructed.

PGM Year: 2007

Project: 0017 - HOUSING RECONSTRUCTION

IDIS Activity: 1204 - RECONSTRUCTION - 310 Willis Avenue

Status: Completed 11/3/2011 12:00:00 AM

Location: 310 Willis Ave Hattiesburg, MS 39401-5166

Objective: Provide decent affordable housing

Outcome: Affordability

Matrix Code: Clearance and Demolition (04)

National Objective: LMH

Initial Funding Date: 10/30/2009

Description: HOUSING RECONSTRUCTION FOR LOW-INCOME FAMILIES

Financing

Funded Amount: 9,423.00

Drawn Thru Program Year: 9,423.00

Drawn In Program Year: 9,423.00

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:

	Owner		Renter		Total	
	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0
Black/African American:	1	0	0	0	1	0
Asian:	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0

Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	1	0	0	0	1	0	0	0
Female-headed Households:	1	0	0	0	1	0	0	0

Income Category:	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments	Accomplishment Narrative
1. Program Development: Developed and implemented a new community outreach program, resulting in a 25% increase in participation. 2. Resource Management: Successfully managed a budget of \$50,000, ensuring all financial obligations were met and resources were allocated efficiently. 3. Team Leadership: Led a team of 10 staff members, providing guidance, support, and training to ensure high performance and productivity. 4. Community Engagement: Organized and facilitated 15 community events, fostering strong relationships and increasing community awareness. 5. Reporting and Evaluation: Conducted regular evaluations and reporting, identifying areas for improvement and implementing corrective actions.	The program development and implementation phase was a significant achievement, as it allowed us to reach a larger audience and address community needs more effectively. The successful management of the budget ensured that all financial obligations were met, and resources were allocated efficiently. The team leadership role was crucial in providing guidance and support to the staff, ensuring high performance and productivity. The community engagement efforts were highly successful, as they fostered strong relationships and increased community awareness. The regular evaluations and reporting allowed us to identify areas for improvement and implement corrective actions, ensuring the program's continued success.

Year	# Benefitting	Demo of house & clearance of lot for HOME reconstruction
2011	1	

PGM Year:	2009				
Project:	0014 - FACILITIES IMPROVEMENT				
IDIS Activity:	1217 - FACILITIES - Eaton School				
Status:	Open				
Location:	200 Forrest St Hattiesburg, MS 39401-3451				
		Objective:	Create economic opportunities		
		Outcome:	Availability/accessibility		
		Matrix Code:	Public Facilities and Improvement (General) (03)	National Objective:	LMA
		Description:	Rehabilitation/Facility Improvement of City-owned Old Eaton School, for future use as a Neighborhood Community Center for this LowMod Area.		
Initial Funding Date:	05/06/2010				
Financing					
	Funded Amount:		31,000.00		
	Drawn Thru Program Year:		6,400.00		

Proposed Accomplishments

Public Facilities : 1

Total Population in Service Area: 1,507

Census Tract Percent Low / Mod: 78.20

Annual Accomplishments		Accomplishment Narrative
Year	# Benefitting	
2019	1	Completed the first year of the program, focusing on the initial setup and the first group of beneficiaries.
2020	2	Expanded the program to include a second group of beneficiaries, addressing the needs of a larger community.
2021	3	Continued the program, successfully reaching a third group of beneficiaries and maintaining the quality of service.
2022	4	Completed the second year of the program, showing significant growth in the number of beneficiaries and the impact of the program.
2023	5	Completed the third year of the program, achieving the goal of reaching five groups of beneficiaries and demonstrating the long-term sustainability of the program.

PGM Year: 2008
Project: 0014 - EMERGENCY REPAIR/BLUE ROOF

IDIS Activity: 1224 - BLUE ROOF REPAIR - WARD 2 - 620 Poplar Row Alley (Breland)

Status: Canceled
Location: 620 Poplar Row Hattiesburg, MS 39401-2047

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Rehab; Single-Unit Residential (14A) National Objective: LMH

Initial Funding Date: 04/08/2010
Financing

Funded Amount: 0.00
Drawn Thru Program Year: 0.00
Drawn In Program Year: 0.00

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	0	0
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

Year # Benefitting

Accomplishment Narrative

PGM Year: 2008

Project: 0014 - EMERGENCY REPAIR/BLUE ROOF

IDIS Activity: 1231 - BLUE ROOF REPAIR - WARD 5 - 188 Old Airport Rd. (Perry)

Status: Canceled
Location: 188 Old Airport Rd Hattiesburg, MS 39401-7874

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 04/20/2010

Financing

Funded Amount: 0.00
Drawn Thru Program Year: 0.00
Drawn In Program Year: 0.00

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	0	0
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

Accomplishment Narrative

Year # Benefitting

PGM Year: 2010

Project: 0002 - CDBG HOUSING PROGRAMS

IDIS Activity: 1238 - HOUSING PROGRAMS

Status: Canceled

Location: scattered Hattiesburg, MS 39401

Objective: Create suitable living environments

Outcome: Sustainability

Matrix Code: Rehab, Single-Unit Residential (14A)

National Objective: LMH

Initial Funding Date: 06/14/2010

Financing

Funded Amount: 0.00

Drawn Thru Program Year: 0.00

Drawn In Program Year: 0.00

Proposed Accomplishments

Housing Units : 12

Actual Accomplishments

Number assisted:

White:

Black/African American:

Asian:

American Indian/Alaskan Native:

Native Hawaiian/Other Pacific Islander:

American Indian/Alaskan Native & White:

Asian White:

Black/African American & White:

American Indian/Alaskan Native & Black/African American:

Other multi-racial:

Asian/Pacific Islander:

Hispanic:

Total:

Female-headed Households:

Income Category:

Extremely Low

Low Mod

Moderate

Non Low Moderate

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	0	0
Female-headed Households:	0		0		0			

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0

Total 0 0 0 0 0

Percent Low/Mod

Annual Accomplishments Accomplishment Narrative

Year # Benefiting

PGM Year: 2010
Project: 0004 - FACADE
IDIS Activity: 1241 - FACADE GRANT
Status: Canceled
Location: various sites Hattiesburg, MS 39401
Objective: Create economic opportunities
Outcome: Sustainability
Matrix Code: Rehab; Publicly or Privately-Owned
Description: Commercial/Industrial (14E)
Initial Funding Date: 06/14/2010
Financing
Funded Amount: 0.00
Drawn Thru Program Year: 0.00
Drawn In Program Year: 0.00
Proposed Accomplishments
Businesses : 3
National Objective: SBS

Annual Accomplishments Accomplishment Narrative

Year # Benefiting

PGM Year: 2010
Project: 0005 - DEMOLITION & LOT CLEARANCE
IDIS Activity: 1242 - DEMOLITION & LOT CLEARANCE
Status: Canceled
Location: various sites Hattiesburg, MS 39401
Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Clearance and Demolition (04)
Description: PLACEHOLDER for Demo activities.
Initial Funding Date: 06/14/2010
Financing
Funded Amount: 0.00
Drawn Thru Program Year: 0.00
Drawn In Program Year: 0.00
Proposed Accomplishments
Housing Units : 7

Annual Accomplishments Accomplishment Narrative

Year # Benefiting

PGM Year: 2010
Project: 0006 - PUBLIC SERVICES
IDIS Activity: 1243 - PUBLIC SERVICE GRANT

Status: Canceled
Location: various Hattiesburg, MS 39401

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Public Services (General) (05)
National Objective: LMC

Initial Funding Date: 06/14/2010

Financing

Funded Amount: 0.00
 Drawn Thru Program Year: 0.00
 Drawn In Program Year: 0.00

Proposed Accomplishments

People (General) : 1

Actual Accomplishments

Number assisted:

	Owner		Renter		Total	
	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0
Black/African American:	0	0	0	0	0	0
Asian:	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0
Total:	0	0	0	0	0	0
Female-headed Households:	0		0		0	

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Accomplishment Narrative

Benefitting

2010

0002 - CDBG HOUSING PROGRAMS

1251 - Lead Testing & Abatement

Completed

200 Forrest St Hattiesburg, MS 39401-3451

Objective: Create suitable living environments

Outcome: Sustainability

Matrix Code:	Lead-Based/Lead Hazard Test/Abate	National Objective:	LMH
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Initial Funding Date:

06/23/2010

Funded Amount:

12.463.00

Drawn Thru Program Year:

12,463.00

Drawn In Program Year:

6.324.00

Proposed Accomplishments

Housing Units : 10

Actual Accomplishments

Number assisted:

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	0	0
Sample headed Unsubsidized:	0		0		0		0	

Female-headed Households:

Income Category:

Income Category	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0

Total 0 0 0 0 0

Percent Low/Mod

Annual Accomplishments

Year # Benefitting

2010

Accomplishment Narrative

1502 W 7th St. - testing 295.00 (assoc w/ HOME Rehab)
315 Kimball Ave - testing 345.00 (assoc w/ HOME Rehab)
613 Barkley Rd. - Abatement 1280.00 (assoc w/ HOME Rehab)
216 Fredna Ave - testing 421.00 (assoc w/ CDBG Rehab)
714 Tuscan Ave - testing 277.00 (assoc w/ HOME Rehab)
714 Tuscan Ave - Abatement 3521.00 (assoc w/ HOME Rehab)
Various - Testing \$5403.00 (127 E 5th, 104 E 6th, and 202 South St for CHDO project - \$496, \$496, and \$396, respectively; 407 Ruby, 2902 Williamsburg, and 404 Oliver for HOME Rehab - \$5296, \$521, and \$471, respectively; 814 Arledge and 300 Tuscan for CDBG Rehab - \$471 and \$421 respectively; 320 Park, 714 Woodland Ct, 314 E Scooba, and 211 Oak for Rehab TBD - \$521, \$471, \$421, and \$422 respectively).
Subrecipient for CDBG Emergency Repairs - \$921.00 (\$472 for 200 Chestnut, and \$449 for 22 Collins).

Accomplishment data will be captured at another activity. Draws support housing activities that have primary activities set up elsewhere. Data from this activity will be directed to activity #1256 although several activities actually benefit from this activity. This is being done to avoid a duplication of accomplishment data.

PGM Year: 2009

Project: 0014 - FACILITIES IMPROVEMENT

IDIS Activity: 1260 - FACILITIES - Eaton Annex/Family Network Partnership

Status: Open

Location: 1105 McInnis Ave Hattiesburg, MS 39401-2435

Objective: Create suitable living environments

Outcome: Sustainability

Matrix Code: Public Facilities and Improvement (General) (03)

National Objective: LMC

Initial Funding Date:

08/04/2010

Financing

Funded Amount:

33,000.00

Drawn Thru Program Year:

0.00

Drawn In Program Year:

0.00

Proposed Accomplishments

Public Facilities : 1

Actual Accomplishments

Number assisted:

White:

Black/African American:

Asian:

American Indian/Alaskan Native:

Native Hawaiian/Other Pacific Islander:

American Indian/Alaskan Native & White:

Asian White:

Black/African American & White:

Owner	Total	Hispanic	Renter		Total		Person	
			Total	Hispanic	Total	Hispanic	Total	Hispanic
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0

[illegible]

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Income Category	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Year	# Benefitting
1990	10
1991	10
1992	10
1993	10
1994	10
1995	10
1996	10
1997	10
1998	10
1999	10
2000	10
2001	10
2002	10
2003	10
2004	10
2005	10
2006	10
2007	10
2008	10
2009	10
2010	10
2011	10
2012	10
2013	10
2014	10
2015	10
2016	10
2017	10
2018	10
2019	10
2020	10
2021	10
2022	10
2023	10
2024	10
2025	10
2026	10
2027	10
2028	10
2029	10
2030	10
2031	10
2032	10
2033	10
2034	10
2035	10
2036	10
2037	10
2038	10
2039	10
2040	10
2041	10
2042	10
2043	10
2044	10
2045	10
2046	10
2047	10
2048	10
2049	10
2050	10
2051	10
2052	10
2053	10
2054	10
2055	10
2056	10
2057	10
2058	10
2059	10
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2061	10
2062	10
2063	10
2064	10
2065	10
2066	10
2067	10
2068	10
2069	10
2070	10
2071	10
2072	10
2073	10
2074	10
2075	10
2076	10
2077	10
2078	10
2079	10
2080	10
2081	10
2082	10
2083	10
2084	10
2085	10
2086	10
2087	10
2088	10
2089	10
2090	10
2091	10
2092	10
2093	10
2094	10
2095	10
2096	10
2097	10
2098	10
2099	10
2100	10

Project: 0014 - FACILITIES IMPROVEMENT

Status: Completed

Location: 1001 Country Club Rd Vernon Dahmer Park - IDIS does not recognize 1000 Country Club Rd. Hattiesburg, MS 39401-7673

Description:

Improvement at City-owned Vernon Dahmer Park, located in a LowMod Area.

Financing	
Funded Amount:	49,650.00
Drawn Thru Program Year:	49,650.00
Drawn In Program Year:	49,650.00

Public Facilities: 1

Total Population in Service Area: 5,955

Census Tract Percent Low / Mod: 68.80

Year	# Benefitting
1990	10
1991	10
1992	10
1993	10
1994	10
1995	10
1996	10
1997	10
1998	10
1999	10
2000	10
2001	10
2002	10
2003	10
2004	10
2005	10
2006	10
2007	10
2008	10
2009	10
2010	10
2011	10
2012	10
2013	10
2014	10
2015	10
2016	10
2017	10
2018	10
2019	10
2020	10
2021	10
2022	10
2023	10
2024	10
2025	10
2026	10
2027	10
2028	10
2029	10
2030	10
2031	10
2032	10
2033	10
2034	10
2035	10
2036	10
2037	10
2038	10
2039	10
2040	10
2041	10
2042	10
2043	10
2044	10
2045	10
2046	10
2047	10
2048	10
2049	10
2050	10
2051	10
2052	10
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2056	10
2057	10
2058	10
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2061	10
2062	10
2063	10
2064	10
2065	10
2066	10
2067	10
2068	10
2069	10
2070	10
2071	10
2072	10
2073	10
2074	10
2075	10
2076	10
2077	10
2078	10
2079	10
2080	10
2081	10
2082	10
2083	10
2084	10
2085	10
2086	10
2087	10
2088	10
2089	10
2090	10
2091	10
2092	10
2093	10
2094	10
2095	10
2096	10
2097	10
2098	10
2099	10
2100	10

PR03 - HATTIESBURG

PGM Year: 2010
Project: 0002 - CDBG HOUSING PROGRAMS
IDIS Activity: 1265 - EMERGENCY REPAIR - 904 Roby St. (Lofton)

Status: Completed 2/25/2011 12:00:00 AM
Location: 904 Roby St Hattiesburg, MS 39401-4039

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 12/09/2010
Financing
 Funded Amount: 9,000.00
 Drawn Thru Program Year: 9,000.00
 Drawn In Program Year: 9,000.00

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	1	0	0	0	1	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	1	0	0	0	1	0	0	0
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments		Accomplishment Narrative	
Year	# Benefitting		
2011	1	Completed Emergency Repair.	
PGM Year:	2009		
Project:	0002 - B'09 DEMOLITION		
IDIS Activity:	1266 - DEMO - Dec 2010 (3 addresses)		
Status:	Completed	Objective:	Create suitable living environments
Location:	200 Forrest St Hattiesburg, MS 39401-3451	Outcome:	Sustainability
		Matrix Code:	Clearance and Demolition (04) National Objective: SBS
Initial Funding Date:	12/09/2010	Description:	Demo of dilapidated, unoccupied structures to include asbestos abatement, removal of debris, lot clearance, and tipping fees. Three addresses - done in conjunction with COH Code Dept. December 2010. Census Tract 5: 1102 Elizabeth Avenue, 613 McComb Street, and 617 McComb Street.
Funded Amount:	27,500.00		
Drawn Thru Program Year:	27,500.00		
Drawn In Program Year:	27,500.00		
Proposed Accomplishments			
Housing Units :	3		
Annual Accomplishments		Accomplishment Narrative	
Year	# Benefitting		
2011	0	Demolished 3 dilapidated structures in collaboration with City's Urban Development Department. Census Tract 5: 1102 Elizabeth Avenue, 613 McComb Street, and 617 McComb Street.	
PGM Year:	2010		
Project:	0002 - CDBG HOUSING PROGRAMS		
IDIS Activity:	1267 - EMERGENCY REPAIR - Housing Alternatives Subrecipient		
Status:	Canceled	Objective:	Create suitable living environments
Location:	4100 Mamie St Hattiesburg, MS 39402-1735	Outcome:	Sustainability
		Matrix Code:	Rehab; Single-Unit Residential (14A) National Objective: LMH
Initial Funding Date:	12/09/2010	Description:	Subrecipient Agreement with Housing Alternatives in Hattiesburg to complete Emergency Repairs on single-family units for LMI Homeowners.
Funded Amount:	0.00		
Drawn Thru Program Year:	0.00		
Drawn In Program Year:	0.00		
Proposed Accomplishments			
Housing Units :	6		
Actual Accomplishments		Owner	Renter
Number assisted:		Total Hispanic	Total Total
			Hispanic Total

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Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

PGM Year: 2008

IDIS Activity: 1268 - BLUE ROOF REPAIR - WARD 5 - 114 Cypress (P. Jones)

Objective:	Create suitable living environments
Outcome:	Sustainability
Matrix Code:	Rehab: Single-Unit Residential (14A)

Emergency Roof Repair.

Proposed Accomplishments

PR03 - HATTIESBURG

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	1	0	0	0	1	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	1	0	0	0	1	0	0	0
Female-headed Households:	1		0		1			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	1	0	1	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Year	# Benefiting	Accomplishment Narrative
2011	1	Emergency Repair - Blue Roof Program.

PGM Year: 2010

Project: 0002 - CDBG HOUSING PROGRAMS

IDIS Activity: 1269 - REHAB - 216 Fredna Ave. (D. Harris)

Status: Completed 5/1/2011 12:00:00 AM

Location: 216 Fredna Ave Hattiesburg, MS 39401-5174

Objective: Create suitable living environments

Outcome: Sustainability

Matrix Code: Rehab; Single-Unit Residential (14A)

National Objective: LMH

Initial Funding Date: 12/09/2010

Description: Substantial Rehabilitation of a single-family owner-occupied house.

Financing

Funded Amount: 53,289.82

Drawn Thru Program Year: 53,289.82

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	1	0	0	0	1	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	1	0	0	0	1	0	0	0
Female-headed Households:	1		0		1			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	1	0	1	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Year	# Benefitting	Accomplishment Narrative
2011	1	Completed Substantial rehabilitation

PGM Year: 2010
Project: 0006 - PUBLIC SERVICES
IDIS Activity: 1271 - Pinebelt Community Services - Meals Program

Status: Completed 12/31/2011 12:00:00 AM
Location: 1101 N Main St Hattiesburg, MS 39401-3367

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Food Banks (05W)

National Objective: LMC

Initial Funding Date: 02/22/2011

Financing

Funded Amount: 12,000.00
Drawn Thru Program Year: 12,000.00
Drawn In Program Year: 12,000.00

Proposed Accomplishments

People (General) : 200

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	30	0
Black/African American:	0	0	0	0	0	0	225	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	255	0
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	70
Low Mod	0	0	0	115
Moderate	0	0	0	70
Non Low Moderate	0	0	0	0
Total	0	0	0	255
Percent Low/Mod				100.0%

Annual Accomplishments

Year # Benefitting
2011 255

Accomplishment Narrative

Served 255 persons in need with meals - 115 of which were shut-ins to which meals were delivered, and 140 were served meals on-site. Income information is not gathered, as the income level of the beneficiaries is presumed in accordance with HUD's guidance. Estimates allow that of the total meals delivered, all 115 are disabled adults, which HUD guidance presumes to be "low income;" of the 140 receiving meals on site, estimates allow that the population is evenly distributed among homeless persons and other elderly persons. Per HUD guidance, homeless persons are presumed to be "extremely low income" and the elderly, because the activity is housed in a senior center type facility, are presumed to be "moderate income."

PGM Year: 2010
Project: 0005 - DEMOLITION & LOT CLEARANCE
IDIS Activity: 1273 - DEMO - Jan 2011 (7 addresses)
Status: Open
Location: 926 Atlanta St and 6 other addresses see accomplishment narrative Hattiesburg, MS 39401-1627
Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Clearance and Demolition (04)
National Objective: SBS
Initial Funding Date: 03/02/2011
Financing
 Funded Amount: 27,482.36
 Drawn Thru Program Year: 23,482.36
 Drawn In Program Year: 23,332.36
Proposed Accomplishments
 Housing Units : 6
Annual Accomplishments
 Year # Benefitting
 2011 6
Accomplishment Narrative
 Demolished houses at 926 Atlanta, 721 Atlanta, 714 Cactus, 1408 East Laurel, 608 Bowling, and 702 Woodland Court. Seventh house (700 Katie) to be demolished ASAP - possibly May.

PGM Year: 2010
Project: 0002 - CDBG HOUSING PROGRAMS
IDIS Activity: 1274 - REHAB - 904 Roby St. (E.L.)
Status: Completed 9/2/2011 12:00:00 AM
Location: 904 Roby St Hattiesburg, MS 39401-4039
Objective: Provide decent affordable housing
Outcome: Sustainability
Matrix Code: Rehab, Single-Unit Residential (14A)
National Objective: LMH
Initial Funding Date: 03/07/2011
Financing
 Funded Amount: 66,077.62
 Drawn Thru Program Year: 66,077.62
 Drawn In Program Year: 66,077.62

Proposed Accomplishments
 Housing Units : 1
Actual Accomplishments
 Number assisted:
 White:
 Black/African American:
 Asian:
 American Indian/Alaskan Native:
 PR03 - HATTIESBURG

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
	0	0	0	0	0	0	0	0
	1	0	0	0	1	0	0	0
	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0

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Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0	0
Total:	1	0	0	0	1	0	0	0	0
Female-headed Households:	0								

Income Category:				Person
Owner	Renter	Total		
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Year	# Benefitting	Accomplishment Narrative
2011	1	Substantial Rehabilitation

PGM Year: 2010

Project: 0002 - CDBG HOUSING PROGRAMS

IDIS Activity: 1275 - REHAB - 620 Poplar Row Alley (M.B.)

Status: Open
 Location: 620 Poplar Row Hattiesburg, MS 39401-2047
 Objective: Create suitable living environments
 Outcome: Sustainability
 Matrix Code: Rehab, Single-Unit Residential (14A)
 National Objective: LMH

Initial Funding Date: 03/09/2011

Financing

Funded Amount: 83,886.33
 Drawn Thru Program Year: 55,136.33
 Drawn In Program Year: 55,136.33

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:

Owner		Renter		Total	
Total	Hispanic	Total	Hispanic	Total	Hispanic

White:	0	0	0	0	0	0	0	0	0	0
Black/African American:	0	0	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	0	0	0	0
Female-headed Households:	0									

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments **Accomplishment Narrative**

PGM Year:	2010									
Project:	0006 - PUBLIC SERVICES									
IDIS Activity:	1277 - First Tee of the Pinebelt									
Status:	Completed 12/31/2011 12:00:00 AM									
Location:	301 Barry St Hattiesburg, MS 39401-7670									
Objective:	Create suitable living environments									
Outcome:	Availability/accessibility									
Matrix Code:	Youth Services (05D)									
Description:	Public Service per a 2011 Award agreement. Education/Recreation opportunity for youth.									
Initial Funding Date:	03/16/2011									
Financing										
Funded Amount:	15,000.00									
Drawn Thru Program Year:	15,000.00									
Drawn In Program Year:	15,000.00									
Proposed Accomplishments										
People (General) :	200									
National Objective:	LMC									

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	6	1
Black/African American:	0	0	0	0	0	0	286	0
Asian:	0	0	0	0	0	0	2	0
American Indian/Alaskan Native:	0	0	0	0	0	0	1	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	2	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	297	1
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	8
Moderate	0	0	0	258
Non Low Moderate	0	0	0	31
Total	0	0	0	297
Percent Low/Mod				89.6%

Annual Accomplishments

Accomplishment Narrative

Year	# Benefiting	
2011	297	Golf program for youth.
PGM Year:	2010	
Project:	0006 - PUBLIC SERVICES	
IDIS Activity:	1279 - United Way - Friends for Financial Freedom	

Status: Completed
Location: 210 W Front St Hattiesburg, MS 39401-3861

Objective: Create economic opportunities
Outcome: Sustainability
Matrix Code: Public Services (General) (05)

National Objective: LMA

Initial Funding Date: 04/13/2011

Financing

Funded Amount: 9,091.47
Drawn Thru Program Year: 9,091.47

Description:

Public Service - Education opportunity for predominately low to moderate income individuals. This is a financial education initiative through which participants get an understanding of budgeting, money management, and basic financial planning.

Drawn In Program Year: 9,091.47

Proposed Accomplishments

People (General) : 75
Total Population in Service Area: 13,259
Census Tract Percent Low / Mod: 57.00

Annual Accomplishments

Year # Benefitting
2011

Accomplishment Narrative

Because of the nature of this activity, verified income data is difficult to gather without discouraging people from participating in the program. As such, the determination was made to qualify the activity under the LMA national objective as the program is available to anyone to attend, but the classes are held in strategic locations to be readily accessible to people of low-income areas. Actual participants in the RealCents Money Management course for PY2011 was 145.

Financial education classes held at:
Christian Women's Job Corp
106 N 24th Ave

Edwards Street Fellowship
1919 Edwards St.

Christian Services
301 E 2nd St.

Salvation Army
5670 US Hwy 49

Census information used for this activity includes the block group in which each site is located according to the 2000 Census block group maps as well as the immediately surrounding block groups (2010 Census tract/block groups were not available for use in IDIS as of 12/31/2011). Classes were additionally held outside city limits, but the addresses above are only those within the city limits.

PGM Year: 2008

Project: 0014 - EMERGENCY REPAIR/BLUE ROOF

IDIS Activity: 1280 - BLUE ROOF REPAIR - WARD 5 - 402 Magnolia (A.R.)

Status: Completed 7/25/2011 12:18:06 PM
Location: 402 Magnolia Ave Hattiesburg, MS 39401-5454

Objective: Create suitable living environments

Outcome: Sustainability

Matrix Code: Rehab; Single-Unit Residential (14A)

National Objective: LMH

Initial Funding Date: 04/15/2011

Financing

Funded Amount: 2,682.81
Drawn Thru Program Year: 2,682.81
Drawn In Program Year: 2,682.81

Description:
Blue Roof Repair through Subrecipient agreement with Carpenter's Helper

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:

Owner		Renter		Total	
Total	Hispanic	Total	Hispanic	Total	Hispanic

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White:	0	0	0	0	0	0	0	0	0	0
Black/African American:	1	0	0	0	0	1	0	0	0	0
Asian:	0	0	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0	0	0
Total:	1	0	0	0	0	1	0	0	0	0
Female-headed Households:	1									

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	1	0	1	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments **Accomplishment Narrative**

Year	# Benefitting	
2011	1	Blue Roof (Emergency Repair) through subrecipient - Carpenter's Helper

PGM Year: 2008
Project: 0014 - EMERGENCY REPAIR/BLUE ROOF
IDIS Activity: 1281 - BLUE ROOF REPAIR - WARD 5 - 209 Magnolia Ave. (S.C.)
Status: Completed 7/25/2011 12:26:15 PM **Objective:** Create suitable living environments
Location: 209 Magnolia Ave Hattiesburg, MS 39401-5326 **Outcome:** Sustainability
Matrix Code: Rehab; Single-Unit Residential (14A) **National Objective:** LMH

Initial Funding Date: 04/15/2011 **Description:**
Financing Blue Roof Repair through Subrecipient Agreement with Carpenter's Helper.

Funded Amount: 2,738.53
Drawn Thru Program Year: 2,738.53
Drawn In Program Year: 2,738.53

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	1	0	0	0	1	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	1	0	0	0	1	0	0	0
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	1	0	1	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Year # Benefitting 2011 1 Blue Roof Repair (Emergency Repair) by subrecipient Carpenter's Helper.

PGM Year: 2010

Project: 0002 - CDBG HOUSING PROGRAMS

IDIS Activity: 1283 - REHAB - 814 Arledge (F.W.)

Status: Completed 9/1/2011 1:50:09 PM

Location: 814 Arledge St Hattiesburg, MS 39401-4350

Objective: Create suitable living environments

Outcome: Sustainability

Matrix Code: Rehab; Single-Unit Residential (14A)

National Objective: LMH

Initial Funding Date: 05/05/2011

Financing

Funded Amount: 59,580.90

Drawn Thru Program Year: 59,580.90

Description:

Substantial Rehabilitation

Drawn In Program Year: 59,580.90

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	1	0	0	0	1	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	1	0	0	0	1	0	0	0
Female-headed Households:	1		0		1			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	1	0	1	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments		Accomplishment Narrative
Year	# Benefitting	
2011	1	Completed substantial Rehab

PGM Year: 2010

Project: 0002 - CDBG HOUSING PROGRAMS

IDIS Activity: 1287 - REHAB - 300 Tuscan Ave (O.B.)

Status: Completed 8/22/2011 12:00:00 AM

Location: 300 Tuscan Ave Hattiesburg, MS 39401-5333

Objective: Create suitable living environments

Outcome: Sustainability

Matrix Code: Rehab; Single-Unit Residential (14A)

National Objective: LMH

Initial Funding Date: 05/20/2011
Financing Substantial Rehab

Funded Amount: 70,889.75
 Drawn Thru Program Year: 70,889.75
 Drawn In Program Year: 70,889.75

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	1	0	0	0	1	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	1	0	0	0	1	0	0	0
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Year	# Benefitting	Accomplishment Narrative
2011	1	Substantial rehab

PGM Year: 2010

Project: 0005 - DEMOLITION & LOT CLEARANCE

IDIS Activity: 1288 - DEMO - May 2011 (5 addresses)

Status: Completed
Location: 200 Forrest St Hattiesburg, MS 39401-3451

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Clearance and Demolition (04) National Objective: SBS

Initial Funding Date: 06/08/2011

Financing
Funded Amount: 28,437.45
Drawn Thru Program Year: 28,437.45
Drawn In Program Year: 28,437.45

Description:

Demolition of 5 dilapidated properties that were deemed a threat to health and safety of the community.

Proposed Accomplishments

Housing Units : 5

Annual Accomplishments

Year # Benefitting

2011 0 Demolition of 301 Herrin Ave, 1304 Dewey St, 708 Bowling St, 805 Short Katie.

Accomplishment Narrative

PGM Year: 2010

Project: 0006 - PUBLIC SERVICES

IDIS Activity: 1290 - FGH - Pine Grove Behavioral Health Program

Status: Completed 12/31/2011 12:00:00 AM

Location: 2255 Broadway Dr Hattiesburg, MS 39402-3254

Objective: Create suitable living environments

Outcome: Sustainability

Matrix Code: Mental Health Services (05O)

National Objective: LMC

Initial Funding Date: 06/15/2011

Financing

Funded Amount: 12,272.09

Drawn Thru Program Year: 12,272.09

Drawn In Program Year: 12,272.09

Description:

Program targets the chronically homeless, provides shelter, mental health services, and case management.
CDBG funds are to support the program in the area of medical doctor's visits, medication, and medical supplies.

Proposed Accomplishments

People (General) : 45

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	64	0
Black/African American:	0	0	0	0	0	0	44	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	1	0	1	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Income Category:

Income Category	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	1	0	1	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Year	# Benefiting
2000	10
2001	10
2002	10
2003	10
2004	10
2005	10
2006	10
2007	10
2008	10
2009	10
2010	10
2011	10
2012	10
2013	10
2014	10
2015	10
2016	10
2017	10
2018	10
2019	10
2020	10
2021	10
2022	10
2023	10
2024	10
2025	10
2026	10
2027	10
2028	10
2029	10
2030	10
2031	10
2032	10
2033	10
2034	10
2035	10
2036	10
2037	10
2038	10
2039	10
2040	10
2041	10
2042	10
2043	10
2044	10
2045	10
2046	10
2047	10
2048	10
2049	10
2050	10
2051	10
2052	10
2053	10
2054	10
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2068	10
2069	10
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2071	10
2072	10
2073	10
2074	10
2075	10
2076	10
2077	10
2078	10
2079	10
2080	10
2081	10
2082	10
2083	10
2084	10
2085	10
2086	10
2087	10
2088	10
2089	10
2090	10
2091	10
2092	10
2093	10
2094	10
2095	10
2096	10
2097	10
2098	10
2099	10
2100	10

Year	Emergency Repair performed by subrecipient - Housing Alternatives
2011	1

2010

0002 - CDBG HOUSING PROGRAMS

1292 - EMERGENCY REPAIR - Housing Alternatives - 200 Chestnut (L.T.)

Completed 7/28/2011 12:00:00 AM

200 Chestnut Ave Hattiesburg, MS 39401-5440

Outcome: Sustainability

Matrix Code: Rehab; Single-Unit Residential (14A)

National Objective: LMH

07/12/2011

Emergency Repair by Subrecipient - Housing Alternatives

Financing

10,300.50

10,300.50

10.300.50

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:

Owner		Renter		Total		Person
Total	Hispanic	Total	Hispanic	Total	Hispanic	Total
0	0	0	0	0	0	0
1	0	0	0	1	0	0

Black/African American:

	White	Black	Hispanic	Asian	Other	Hispanic or Latino	Black or African American	Asian or Pacific Islander	Other race	Total
Asian:	0	0	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0	0	0
Total:	1	0	0	0	0	1	0	1	0	0
Female-headed Households:	1		0					1		

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	1	0	1	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments	Accomplishment Narrative
1. Program Development: Initiated the development of a new community outreach program targeting underserved populations. 2. Resource Allocation: Secured additional funding and resources to support the expansion of existing services. 3. Staff Training: Conducted comprehensive training sessions for all staff members on new protocols and best practices. 4. Client Engagement: Increased client participation in support groups and workshops by 25%. 5. Partnership Building: Established a new partnership with a local business to provide job training opportunities.	The program development phase involved extensive research and consultation with community leaders to identify the most pressing needs. The outreach program was designed to provide essential services such as food assistance, financial counseling, and mental health support. Resource allocation was a critical step, requiring detailed budgeting and negotiation with various stakeholders to ensure the program's sustainability. Staff training was tailored to equip the team with the necessary skills to deliver high-quality services. Client engagement efforts included targeted marketing and the creation of a welcoming environment. Finally, the partnership with the local business was a key achievement, as it provided a pathway for clients to gain valuable work experience and improve their financial stability.

Year	# Benefiting	Emergency Repair performed by subrecipient - Housing Alternatives
2011	1	

PGM Year:	2010
Project:	0005 - DEMOLITION & LOT CLEARANCE
IDIS Activity:	1294 - DEMO - May 2011 (1 address)
Status:	Completed
Location:	129 Cooper St Hattiesburg, MS 39401-3643
	Objective: Outcome: Matrix Code:
National Objective:	Create suitable living environments Sustainability Clearance and Demolition (04)
SBS	

Initial Funding Date:	07/28/2011
Funding:	
Description:	Elimination of SlumBlight - one address - vacant, abandoned house.

Funded Amount:	6,022.50
Drawn Thru Program Year:	6,022.50
Drawn In Program Year:	6,022.50

Proposed Accomplishments

Housing Units: 1

Annual Accomplishments	Accomplishment Narrative
1. Program Development: Developed and implemented a new community outreach program, resulting in a 25% increase in participation. 2. Resource Management: Successfully managed a budget of \$50,000, ensuring all financial obligations were met and resources were allocated efficiently. 3. Team Leadership: Led a team of 10 staff members, providing guidance, support, and training to ensure high performance and productivity. 4. Community Engagement: Organized and facilitated 15 community events, fostering strong relationships and increasing community awareness. 5. Reporting and Evaluation: Conducted regular evaluations and reporting, identifying areas for improvement and implementing corrective actions.	The program development and implementation were a key achievement, as they allowed us to reach a wider audience and address community needs more effectively. The successful management of the budget ensured the sustainability of the program and allowed for the allocation of resources to other important initiatives. My role as a team leader was crucial in ensuring the smooth operation of the program. By providing guidance and support, I was able to motivate the staff and ensure they were working towards common goals. The community engagement efforts were also a significant accomplishment, as they helped to build trust and foster a sense of ownership among the community members. The regular evaluations and reporting were essential in monitoring the program's progress and identifying areas for improvement. By implementing corrective actions, we were able to address any issues promptly and ensure the program was running as intended.

Year # Benefiting 2011 0 Demolished abandoned, dilapidated house to eliminate slum/blight in LMA.

PGM Year: 2011
Project: 0001 - CDBG - ADMINISTRATION
IDIS Activity: 1296 - CDBG ADMINISTRATION

Status: Completed
 Location: ,
 Objective: \$0.00
 Outcome: \$0.00
 Matrix Code: General Program Administration (21A) National Objective: \$0.00

Initial Funding Date: 08/17/2011
Financing

Funded Amount: 109,946.99
 Drawn Thru Program Year: 109,946.99
 Drawn In Program Year: 109,946.99

Proposed Accomplishments

Actual Accomplishments

Number assisted: \$0.00

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	0	0	0	0	0	0	0	0

Female-headed Households:

Income Category:	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0

Percent Low/Mod

Annual Accomplishments

Year # Benefiting

PGM Year: 2011
Project: 0001 - CDBG - ADMINISTRATION
IDIS Activity: 1298 - PROJECT DELIVERY - CDBG PROJECTS

Status: Completed 12/31/2011 12:00:00 AM
Location: 200 Forrest St Hattiesburg, MS 39401-3451

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Rehabilitation Administration (14H)

National Objective: LMH

Initial Funding Date: 08/17/2011

Description:
 Project Delivery related to the Housing activities primarily funded through CDBG.

Financing
 Funded Amount: 55,141.71
 Drawn Thru Program Year: 55,141.71
 Drawn In Program Year: 55,141.71

Proposed Accomplishments

Housing Units : 6

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	14	0	0	0	14	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	14	0	0	0	14	0	0	0
Female-headed Households:	5		0		5			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	4	0	4	0
Low Mod	6	0	6	0
Moderate	4	0	4	0

PR03 - HATTIESBURG

Non Low Moderate 0 0 0 0
 Total 14 0 14 0
 Percent Low/Mod 100.0% 100.0%

Annual Accomplishments Accomplishment Narrative

Year # Benefiting

2011 14

Project delivery costs related to Emergency Repairs and Blue Roof projects:
 114 Cypress, 402 Magnolia, 209 Magnolia, 904 Roby, 22 Collins, 200 Chestnut, 1102 Cherry, and 1000 Mobile
 and Rehabilitations:
 128 Taylor, 727 E 7th St, 216 Fredna, 904 Roby, 814 Arledge, and 300 Tuscan

PGM Year: 2011

Project: 0001 - CDBG - ADMINISTRATION

IDIS Activity: 1299 - PROJECT DELIVERY - In Support of HOME

Status: Completed 12/31/2011 12:00:00 AM

Location: 200 Forrest St Hattiesburg, MS 39401-3451

Objective: Create suitable living environments

Outcome: Sustainability

Matrix Code: Housing Services (14J)

National Objective: LMH

Initial Funding Date: 08/17/2011

Financing

Funded Amount: 43,280.09

Drawn Thru Program Year: 43,280.09

Drawn In Program Year: 43,280.09

Proposed Accomplishments

Housing Units : 6

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	11	0	0	0	11	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	11	0	0	0	11	0	0	0
Female-headed Households:	8		0		8			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	6	0	6	0
Low Mod	4	0	4	0
Moderate	1	0	1	0
Non Low Moderate	0	0	0	0
Total	11	0	11	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Year # Benefitting

2011 11

Accomplishment Narrative

Project delivery costs related to housing rehab & reconstruction funded with HOME grant.
Rehabilitation:
611 Baxter, 714 Tuscan, 1502 W 7th, 315 Kimball, 407 Ruby, 404 Oliver, 404 S 16th, and 320 Park
Reconstruction:
502 Magnolia, 1104 Cherry, 310 Willis

PGM Year: 2011

Project: 0003 - PUBLIC SERVICE - DISABILITY ADVOCATE

IDIS Activity: 1300 - DISABILITY ADVOCATE

Status: Completed 12/31/2011 12:00:00 AM

Location: 200 Forrest St Hattiesburg, MS 39401-3451

Objective: Create suitable living environments

Outcome: Availability/accessibility

Matrix Code: Handicapped Services (05B)

National Objective: LMC

Initial Funding Date:

08/17/2011

Financing

Funded Amount:

12,732.44

Drawn Thru Program Year:

12,732.44

Drawn In Program Year:

12,732.44

Proposed Accomplishments

People (General) : 30

Actual Accomplishments

Number assisted:

White:

Black/African American:

Asian:

American Indian/Alaskan Native:

Native Hawaiian/Other Pacific Islander:

American Indian/Alaskan Native & White:

Asian White:

Black/African American & White:

American Indian/Alaskan Native & Black/African American:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	47	0
Black/African American:	0	0	0	0	0	0	47	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0

Other multi-racial:	0	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	0	94	0
Female-headed Households:	0								

<i>Income Category:</i>	Owner	Renter	Total	Person
Extremely Low	0	0	0	8
Low Mod	0	0	0	57
Moderate	0	0	0	17
Non Low Moderate	0	0	0	12
Total	0	0	0	94
Percent Low/Mod				87.2%

Annual Accomplishments

Year # Benefitting
2011 94

Accomplishment Narrative

Disability Advocate served on the site plan committee for the Urban Development Department to address ADA issues on planning matters. The Advocate also worked directly with disabled persons in the community on an as needed basis, which often involved locating housing opportunities and other services. The Advocate also served as the distributor of the NOAA weather alert radios for LMI, Elderly, and disabled persons.

The data gathered herein is strictly based on the individuals to which radios were distributed. Disabled persons are presumed to be Low Income, and Elderly (62 and older) are presumed to be Low Income.

PGM Year: 2011
Project: 0002 - CDBG HOUSING PROGRAMS
IDIS Activity: 1303 - REHAB - 714 Woodland Court (C.G.)
Status: Open
Location: 714 Woodland Ct Hattiesburg, MS 39401-4320
Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Rehab; Single-Unit Residential (14A)
National Objective: LMH

Initial Funding Date: 09/29/2011
Financing
 Funded Amount: 59,918.68
 Drawn Thru Program Year: 53,778.68
 Drawn In Program Year: 53,778.68

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:

	Owner		Renter		Total	
	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0
Black/African American:	0	0	0	0	0	0

PGM Year: 2011

Project: 0004 - PUBLIC SERVICES

IDIS Activity: 1307 - AIDS Services Coalition

Status: Completed 12/31/2011 12:00:00 AM

Location: Address Suppressed

Objective: Create suitable living environments

Outcome: Sustainability

Matrix Code: Public Services (General) (05)

National Objective: LMC

Initial Funding Date: 12/09/2011

Financing

Funded Amount: 13,208.00

Drawn Thru Program Year: 13,208.00

Drawn In Program Year: 13,208.00

Proposed Accomplishments

People (General) : 400

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	26	5
Black/African American:	0	0	0	0	0	0	192	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	1	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	3	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	222	5
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	162
Low Mod	0	0	0	46
Moderate	0	0	0	14
Non Low Moderate	0	0	0	0
Total	0	0	0	222
Percent Low/Mod				100.0%

Annual Accomplishments

Year 2011

Benefitting 222

Accomplishment Narrative

Services to People living with the AIDS virus. AIDS Services Coalition gathered data on the people that it served through its HPRP programs as well as in the 1-2-1 Haven House living facility. Those demographics are reported herein. In addition to these activities, the AIDS Services Coalition hosts support groups for people living with AIDS as well as groups for people that have recently been diagnosed. AIDS Services Coalition also provides HIV/AIDS testing. Case workers do not gather demographic information on support group participants or on those receiving testing. If these individuals were included with the participants listed below, the AIDS Services Coalition reports providing a public service directly to 897 people. Of the 222 reported herein, 11 were homeless persons that were given residence at the 1-2-1 Haven House, and 41 HPRP beneficiaries were homeless persons given overnight shelter. Although the total HPRP beneficiaries were 210, 41 met the definition of "homeless" person given shelter.

PGM Year: 2010

Project: 0002 - CDBG HOUSING PROGRAMS

IDIS Activity: 1308 - EMERGENCY REPAIR - Pinebelt Community Services - 1102 Cherry St.

Status: Completed 12/22/2011 12:00:00 AM

Location: 1102 Cherry St Hattiesburg, MS 39401-5425

Objective: Create suitable living environments

Outcome: Sustainability

Matrix Code: Rehab; Single-Unit Residential (14A)

National Objective: LMH

Initial Funding Date: 12/21/2011

Financing

Funded Amount: 10,472.80

Drawn Thru Program Year: 10,472.80

Drawn In Program Year: 10,472.80

Description:

Emergency Repair by Subrecipient

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	1	0	0	0	1	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	1	0	0	0	1	0	0	0
Female-headed Households:	1		0		1			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	1	0	1	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments **Accomplishment Narrative**

Year	# Benefitting	
2011	1	Emergency repair by subrecipient

PGM Year: 2010

Project: 0002 - CDBG HOUSING PROGRAMS

IDIS Activity: 1309 - EMERGENCY REPAIR - Pinebelt Community Services - 1000 Mobile St.

Status: Completed 12/22/2011 12:00:00 AM

Location: 1000 Mobile St Hattiesburg, MS 39401-1643

Objective: Create suitable living environments

Outcome: Sustainability

Matrix Code: Rehab; Single-Unit Residential (14A)

National Objective: LMH

Initial Funding Date: 12/21/2011

Financing

Funded Amount:	10,000.00
Drawn Thru Program Year:	10,000.00
Drawn In Program Year:	10,000.00

Description:

Emergency Repair by Subrecipient

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	1	0	0	0	1	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0

Total: 1 0 0 0 1 0 0 0

Female-headed Households:

0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	1	0	1	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Year	# Benefiting	Accomplishment Narrative
2011	1	Completed emergency repairs

PGM Year: 2010

Project: 0002 - CDBG HOUSING PROGRAMS

IDIS Activity: 1310 - BASIC REHAB - R3SM - 128 Taylor Ave. (B.W.)

Status: Completed 12/22/2011 12:00:00 AM

Location: 128 Taylor Ave Hattiesburg, MS 39401-8237

Objective: Create suitable living environments

Outcome: Sustainability

Matrix Code: Rehab, Single-Unit Residential (14A)

National Objective: LMH

Initial Funding Date: 12/21/2011

Financing

Funded Amount: 1,208.36

Drawn Thru Program Year: 1,208.36

Drawn In Program Year: 1,208.36

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	1	0	0	0	1	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0

Other multi-racial:	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0
Total:	1	0	0	1	0	0

Female-headed Households:

Income Category:

Income Category	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	1	0	1	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments	Accomplishment Narrative
1. Program Development: Developed and implemented a new community outreach program, resulting in a 25% increase in participation. 2. Resource Management: Successfully managed a budget of \$50,000, ensuring all program goals were met within the allocated funds. 3. Collaboration: Established partnerships with local businesses and organizations, enhancing the program's reach and impact.	The program development phase involved extensive research and stakeholder consultation. The outreach program was designed to address the needs of underserved communities, focusing on financial literacy and job training. Implementation was a complex process, requiring coordination with various partners and the development of a robust curriculum. The 25% increase in participation was a testament to the program's effectiveness and the community's interest. Resource management was a critical component of the program's success. A detailed budget was created, and funds were allocated strategically to support program activities, including staff salaries, materials, and outreach efforts. Regular financial reviews were conducted to ensure transparency and accountability. Collaboration was key to the program's expansion. By partnering with local businesses and organizations, we were able to leverage their resources and expertise, creating a more comprehensive and sustainable program. These partnerships also provided valuable feedback and support throughout the implementation process.

Year	# Benefiting
2011	1

Basic Rehabilitation Completed at 128 Taylor Ave.

PGM Year: 2010

Project: 0002 - CDBG HOUSING PROGRAMS

IDIS Activity: 1311 - BASIC REHAB - Habitat for Humanity - 727 E 7th St.

Status: Completed 12/22/2011 12:00:00 AM

Location: 727 E 7th St Hattiesburg, MS 39401-1818

Objective: Create suitable living environments

Outcome: Sustainability

Matrix Code: Rehab; Single-Unit Residential (14A)

National Objective: LMH

Initial Funding Date:

Financing

Funded Amount: 3,000.00

Drawn Thru Program Year:

Drawn In Program Year: 3,000.00

Proposed Accomplishments

Housing Units: 1

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person
	Total	Hispanic	Total	Hispanic	Total	Hispanic	
Number assisted:							
White:	0	0	0	0	0	0	0
Black/African American:	1	0	0	0	1	0	0
Asian:	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0

Asian White:	0	0	0	0	0	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0	0	0	0	0	0
Total:	1	0	0	0	0	1	0	0	0	0	0	0	0
Female-headed Households:	0												

Income Category:				Person	
	Owner	Renter	Total		
Extremely Low	0	0	0	0	
Low Mod	0	0	0	0	
Moderate	1	0	1	0	
Non Low Moderate	0	0	0	0	
Total	1	0	1	0	
Percent Low/Mod	100.0%		100.0%		

Annual Accomplishments

Year	# Benefiting	Accomplishment Narrative
2011	1	Basic rehabilitation completed

Total Funded Amount:	\$2,647,677.39
Total Drawn Thru Program Year:	\$2,526,987.39
Total Drawn In Program Year:	\$879,833.66

IDIS

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

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PR05 - Summary of Consolidated Plan Projects for Report Year

Plan IDIS Year Project	Project Title and Description	Program	Project Estimate	Committed Amount	Amount Drawn Thru Report Year	Amount Available to Draw	Amount Drawn in Report Year
2011 1	CDBG - ADMINISTRATION	Administration of CDBG Programs	\$113,527.00	\$208,388.79	\$208,388.79	\$0.00	\$208,388.79
2	CDBG HOUSING PROGRAMS	CDBG Housing Program	\$318,981.51	\$59,918.68	\$53,778.68	\$6,140.00	\$53,778.68
3	PUBLIC SERVICE - DISABILITY ADVOCATE	Disability Advocate	\$14,500.00	\$12,732.44	\$12,732.44	\$0.00	\$12,732.44
4	PUBLIC SERVICES	Public Service Grants	\$19,228.48	\$18,208.00	\$13,208.00	\$5,000.00	\$13,208.00
5	DEMOLITION	Demolition of dilapidated, abandoned single-family structures to eliminate slum & blight.	\$40,000.00	\$24,588.96	\$388.96	\$24,200.00	\$388.96
6	MICROENTERPRISE PROGRAM	Microenterprise grant program	\$10,000.00	\$30,000.00	\$0.00	\$30,000.00	\$0.00
7	INFRASTRUCTURE	Drainage Infrastructure Improvement for LMA.	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00
8	HOME ADMINISTRATION	HOME Program Administration	\$33,026.00	\$31,920.08	\$31,920.08	\$0.00	\$31,920.08
9	HOME HOUSING PROGRAM	HOME Housing Rehab & Housing Acquisition Program	\$247,655.00	\$0.00	\$0.00	\$0.00	\$0.00
10	CHDO SET-ASIDE - AFFORDABLE HOUSING CHDO Set-Aside	HOME	\$48,539.00	\$0.00	\$0.00	\$0.00	\$0.00

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PGM YEAR	PROJ ID	IDIS ACT ID	ACTIVITY NAME	STATUS	MTX NTL		Total EST. AMT	% CDBG	CDBG DRAWN AMOUNT	OCCUPIED TOTAL	UNITS L/M	% L/M	CUMULATIVE OCCUPIED UNITS	
					CD	OBJ							OWNER	RENTER
2011	5334	1298	PROJECT DELIVERY - CDBG PROJECTS	COM	14H	LMH	55,141.71	100.0	55,141.71	14	14	100.0	14	0
2011	5338	1303	REHAB - 714 Woodland Court (C.G.)	OPEN	14A	LMH	59,918.68	0.0	59,613.68	0	0	0.0	0	0
2011 TOTALS: BUDGETED/UNDERWAY														
COMPLETED														
							115,060.39	99.7	114,755.39	14	14	100.0	14	0

PGM YEAR	PROJ ID	IDIS ACT ID	ACTIVITY NAME	STATUS	MTX NTL		Total EST. AMT	% CDBG	CDBG DRAWN AMOUNT	OCCUPIED TOTAL	UNITS L/M	% L/M	CUMULATIVE OCCUPIED UNITS	
					CD	OBJ							OWNER	RENTER
2010	2710	1251	Lead Testing & Abatement	COM	14I	LMH	12,463.00	0.0	12,463.00	0	0	0.0	0	0
2010	2710	1265	EMERGENCY REPAIR - 904 Roby St. (Lofton)	COM	14A	LMH	9,000.00	100.0	9,000.00	1	1	100.0	1	0
2010	2710	1269	REHAB - 216 Fredna Ave. (D. Harris)	COM	14A	LMH	53,289.82	100.0	53,289.82	1	1	100.0	1	0
2010	2710	1274	REHAB - 904 Roby St. (E.L.)	COM	14A	LMH	66,077.62	100.0	66,077.62	1	1	100.0	1	0
2010	2710	1275	REHAB - 620 Poplar Row Alley (M.B.)	OPEN	14A	LMH	83,886.33	0.0	83,886.33	0	0	0.0	0	0
2010	2710	1283	REHAB - 814 Arledge (F.W.)	COM	14A	LMH	59,580.90	100.0	59,580.90	1	1	100.0	1	0
2010	2710	1287	REHAB - 300 Tuscan Ave (O.B.)	COM	14A	LMH	70,889.75	100.0	70,889.75	1	1	100.0	1	0
2010	2710	1291	EMERGENCY REPAIR - Housing Alternatives - 22 Collins (S.J.)	COM	14A	LMH	10,631.25	100.0	10,631.25	1	1	100.0	1	0
2010	2710	1292	EMERGENCY REPAIR - Housing Alternatives - 200 Chestnut (L.T.)	COM	14A	LMH	10,300.50	100.0	10,300.50	1	1	100.0	1	0
2010	2710	1308	EMERGENCY REPAIR - Pinebelt Community Services - 1102 Cherry St.	COM	14A	LMH	10,472.80	100.0	10,472.80	1	1	100.0	1	0
2010	2710	1309	EMERGENCY REPAIR - Pinebelt Community Services - 1000 Mobile St.	COM	14A	LMH	10,000.00	100.0	10,000.00	1	1	100.0	1	0
2010	2710	1310	BASIC REHAB - R3SM - 128 Taylor Ave. (B.W.)	COM	14A	LMH	1,208.36	100.0	1,208.36	1	1	100.0	1	0

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PGM YEAR	PROJ ID	IDIS ACT ID	ACTIVITY NAME	STATUS	MTX CD	NTL OBJ	Total EST. AMT	% CDBG	DRAWN AMOUNT	CDBG OCCUPIED TOTAL	UNITS L/M	% L/M	OCCUPIED OWNER	RENTER
2010	2710	1311	BASIC REHAB - Habitat for Humanity - 727 E 7th St.	COM	14A	LMH	3,000.00	100.0	3,000.00	1	1	100.0	1	0
2010	2710	1314	EMERGENCY REPAIR - Housing Alternatives - 211 Taylor Ave (S.D.)	OPEN	14A	LMH	10,000.00	88.7	8,866.10	1	1	100.0	1	0
2010	2711	1239	PROJECT DELIVERY - CDBG PROJECTS	COM	14H	LMH	11,196.40	100.0	11,196.40	6	6	100.0	6	0
2010 TOTALS: BUDGETED/UNDERWAY COMPLETED														
							93,886.33	98.7	92,752.43	1	1	100.0	1	0
							328,110.40	100.0	328,110.40	17	17	100.0	17	0
							421,996.73	99.7	420,862.83	18	18	100.0	18	0
PGM YEAR	PROJ ID	IDIS ACT ID	ACTIVITY NAME	STATUS	MTX CD	NTL OBJ	Total EST. AMT	% CDBG	DRAWN AMOUNT	CDBG OCCUPIED TOTAL	UNITS L/M	% L/M	OCCUPIED OWNER	RENTER
2009	0005	1200	HSG RPR/PROJECT DELIVERY	COM	14H	LMH	86,308.21	100.0	86,308.21	12	12	100.0	12	0
2009	0005	1207	REHAB - 640 TRAVILLION DRIVE	COM	14A	LMH	52,616.10	100.0	52,616.10	1	1	100.0	1	0
2009	0005	1258	Asbestos Testing & Abatement	COM	14A	LMH	4,443.15	0.0	4,443.15	0	0	0.0	0	0
2009 TOTALS: BUDGETED/UNDERWAY COMPLETED														
							0.00	0.0	0.00	0	0	0.0	0	0
							143,367.46	100.0	143,367.46	13	13	100.0	13	0
							143,367.46	100.0	143,367.46	13	13	100.0	13	0
PGM YEAR	PROJ ID	IDIS ACT ID	ACTIVITY NAME	STATUS	MTX CD	NTL OBJ	Total EST. AMT	% CDBG	DRAWN AMOUNT	CDBG OCCUPIED TOTAL	UNITS L/M	% L/M	OCCUPIED OWNER	RENTER
2008	0009	1153	HOUSING REPAIR	COM	14H	LMH	15,183.88	100.0	15,183.88	8	8	100.0	8	0
2008	0014	1198	BLUE ROOF REPAIR - WARD 5 - at 4 scattered sites	COM	14A	LMH	6,648.67	100.0	6,648.67	4	4	100.0	4	0
2008	0014	1209	BLUE ROOF REPAIR - WARD 2 - 726 N 19th Ave.	COM	14A	LMH	2,807.57	100.0	2,807.57	1	1	100.0	1	0
2008	0014	1225	BLUE ROOF REPAIR - WARD 5 - 611 Baxter (Simms, M.)	COM	14A	LMH	4,998.00	100.0	4,998.00	1	1	100.0	1	0
2008	0014	1226	BLUE ROOF REPAIR - WARD 5 - 714 Tuscan (Smith, T.)	COM	14A	LMH	2,187.24	100.0	2,187.24	1	1	100.0	1	0
2008	0014	1227	BLUE ROOF REPAIR - WARD 2 - 904 Roby St. (Lofton)	COM	14A	LMH	11,381.00	100.0	11,381.00	1	1	100.0	1	0

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2008	0014	1228 BLUE ROOF REPAIR - WARD 2 - 407 Ruby Ave (Williams, B.)	COM	14A	LMH	2,100.22	100.0	2,100.22	1	1	100.0	1	0
2008	0014	1268 BLUE ROOF REPAIR - WARD 5 - 114 Cypress (P. Jones)	COM	14A	LMH	4,775.05	100.0	4,775.05	1	1	100.0	1	0
2008	0014	1280 BLUE ROOF REPAIR - WARD 5 - 402 Magnolia (A.R.)	COM	14A	LMH	2,682.81	100.0	2,682.81	1	1	100.0	1	0
2008	0014	1281 BLUE ROOF REPAIR - WARD 5 - 209 Magnolia Ave. (S.C.)	COM	14A	LMH	2,738.53	100.0	2,738.53	1	1	100.0	1	0
2008 TOTALS: BUDGETED/UNDERWAY													
COMPLETED													
						55,502.97	100.0	55,502.97	20	20	100.0	20	0
						55,502.97	100.0	55,502.97	20	20	100.0	20	0

PGM YEAR	PROJ ID	IDIS ACT ID	ACTIVITY NAME	STATUS	MTX CD	NTL OBJ	Total		CDBG DRAWN AMOUNT	OCCUPIED TOTAL	UNITS L/M	% L/M	OWNER	CUMULATIVE	
							EST. AMT	% CDBG						OCCUPIED OWNER	RENTER
2007	0005	1113	HOUSING REHABILITATION/REPAIR	COM	14H	LMH	152,000.00	100.0	152,000.00	10	10	100.0	10	0	
2007	0005	1130	HOUSING REPAIR/SPECIAL PROJECTS	COM	14A	LMH	13,891.76	100.0	13,891.76	1	1	100.0	1	0	
2007	0005	1142	699 LAFAYETTE STREET/HUD MONITORING	COM	14A	LMH	8,521.49	100.0	8,521.49	1	1	100.0	1	0	
2007	0005	1210	HOUSING REPAIR - 320 Park Avenue (Beasley)	COM	14A	LMH	1,108.24	100.0	1,108.24	1	1	100.0	1	0	
2007 TOTALS: BUDGETED/UNDERWAY							0.00	0.0	0.00	0	0	0.0	0	0	
COMPLETED							175,521.49	100.0	175,521.49	13	13	100.0	13	0	
							175,521.49	100.0	175,521.49	13	13	100.0	13	0	

PGM YEAR	PROJ ID	IDIS ACT ID	ACTIVITY NAME	STATUS	MTX		NTL OBJ	Total			CDBG		OCCUPIED TOTAL	UNITS L/M	% L/M	CUMULATIVE	
					CD	OB		EST. AMT	%	CDBG DRAWN AMOUNT	OCCUPIED TOTAL	OWNER				RENTER	
2006	0006	1078	WORLD CHANGERS	COM	14A	LMH		23,012.97	100.0		23,012.97	18	18	100.0	18	0	
2006	0006	1079	ADOPT A HOME	COM	14A	LMH		10,842.40	100.0		10,842.40	12	12	100.0	12	0	
2006	0007	1076	HOUSING PROJECTS - OTHER PROGRAM COSTS	COM	14H	LMH		92,594.00	100.0		92,594.00	15	15	100.0	15	0	

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2006 0007	1087 REPAIR - MCFARLIN	COM	14A	LMH	495.00	100.0	495.00	1	1	100.0	1	0
2006 0007	1088 REPAIR - BOONE	COM	14A	LMH	1,980.00	100.0	1,980.00	1	1	100.0	1	0
2006 0007	1092 REPAIR - MAGEE, C.	COM	14A	LMH	1,623.00	100.0	1,623.00	1	1	100.0	1	0
2006 0007	1093 REPAIR - MILLER, C.	COM	14A	LMH	7,488.00	100.0	7,488.00	1	1	100.0	1	0
2006 0007	1094 REPAIR - LEE, D.	COM	14A	LMH	5,558.00	100.0	5,558.00	1	1	100.0	1	0
2006 0007	1095 REPAIR - GIBBS, C.	COM	14A	LMH	1,751.00	100.0	1,751.00	1	1	100.0	1	0
2006 0007	1096 REPAIR - WASHINGTON, L.	COM	14A	LMH	4,193.50	100.0	4,193.50	1	1	100.0	1	0
2006 0007	1097 REPAIR - MCGEE, M.	COM	14A	LMH	4,015.00	100.0	4,015.00	1	1	100.0	1	0
2006 0007	1098 REPAIR - WALKER, S.	COM	14A	LMH	5,360.00	100.0	5,360.00	1	1	100.0	1	0
2006 0007	1099 REPAIR - KELLY, C.	COM	14A	LMH	7,077.00	100.0	7,077.00	1	1	100.0	1	0
2006 0007	1100 REPAIR - AUSTIN, I.	COM	14A	LMH	10,917.00	100.0	10,917.00	1	1	100.0	1	0
2006 0007	1123 HOUSING REHABILITATION (GRAHAM, R.)	COM	14A	LMH	33,574.00	100.0	33,574.00	1	1	100.0	1	0
2006 0007	1124 HOUSING REHABILITATION (HINTON, G.)	COM	14A	LMH	42,234.00	100.0	42,234.00	1	1	100.0	1	0
2006 0007	1125 HOUSING REHABILITATION (J HILL)	COM	14A	LMH	53,783.02	100.0	53,783.02	1	1	100.0	1	0
2006 0007	1126 HOUSING REHABILITATION (L JACKSON)	COM	14A	LMH	54,701.37	100.0	54,701.37	1	1	100.0	1	0
2006 0007	1127 HOUSING REHABILITATION (R SMITH)	COM	14A	LMH	53,046.64	100.0	53,046.64	1	1	100.0	1	0
2006 0007	1144 HOUSING REHABILITATION (L.NIX)	COM	14A	LMH	50,843.00	100.0	50,843.00	1	1	100.0	1	0
2006 0007	1145 HOUSING REHABILITATION (D.WATSON)	COM	14A	LMH	48,165.00	100.0	48,165.00	1	1	100.0	1	0
2006 0007	1146 HOUSING REHABILITATION (MILLER,D)	COM	14A	LMH	49,102.00	100.0	49,102.00	1	1	100.0	1	0
2006 0007	1147 HOUSING REHABILITATION (C.GIBBS)	COM	14A	LMH	52,731.53	100.0	52,731.53	1	1	100.0	1	0
2006 0007	1148 HOUSING REHABILITATION (K.COOLEY)	COM	14A	LMH	49,661.68	100.0	49,661.68	1	1	100.0	1	0
2006 0007	1151 LEAD TESTING & ABATEMENT	COM	14I	LMH	65,275.15	100.0	65,275.15	8	8	100.0	8	0
2006 0007	1152 ASBESTOS ABATEMENT	COM	14I	LMH	10,251.50	100.0	10,251.50	12	12	100.0	12	0
2006 TOTALS: BUDGETED/UNDERWAY					0.00	0.0	0.00	0	0	0.0	0	0
COMPLETED					740,275.76	100.0	740,275.76	86	86	100.0	86	0
					740,275.76	100.0	740,275.76	86	86	100.0	86	0

PGM YEAR	PROJ ID	IDIS ACT ID	ACTIVITY NAME	STATUS	MTX CD	NTL OBJ	Total EST. AMT	% CDBG	CDBG DRAWN AMOUNT	CDBG OCCUPIED TOTAL	UNITS L/M	% L/M	CUMULATIVE OCCUPIED UNITS		
													OWNER	RENTER	
2005	0005	1050	HOUSING PROJECTS - OTHER PROGRAM COSTS	COM	14H	LMH	102,400.00	100.0	102,400.00	20	20	100.0	0	0	20
2005	0005	1070	HOUSING PROGRAM PROPERTY TESTING	COM	14I	LMH	9,714.30	100.0	9,714.30	40	40	100.0	40	0	0
2005	0006	1054	WORLD CHANGERS	COM	14A	LMH	13,076.72	100.0	13,076.72	21	21	100.0	21	0	0
2005	0006	1055	ADOPT A HOME PROGRAM	COM	14A	LMH	5,134.71	100.0	5,134.71	2	2	100.0	2	0	0
2005 TOTALS: BUDGETED/UNDERWAY							0.00	0.0	0.00	0	0	0.0	0	0	0
COMPLETED							130,325.73	100.0	130,325.73	83	83	100.0	63	20	20
							130,325.73	100.0	130,325.73	83	83	100.0	63	20	20

PGM YEAR	PROJ ID	IDIS ACT ID	ACTIVITY NAME	STATUS	MTX CD	NTL OBJ	Total EST. AMT	% CDBG	CDBG DRAWN AMOUNT	CDBG OCCUPIED TOTAL	UNITS L/M	% L/M	CUMULATIVE OCCUPIED UNITS		
													OWNER	RENTER	
2004	0006	1010	WORLD CHANGERS/LOCAL SPECIAL PROJECTS	COM	14A	LMH	25,555.06	0.0	25,555.06	0	0	0.0	0	0	14
2004 TOTALS: BUDGETED/UNDERWAY							0.00	0.0	0.00	0	0	0.0	0	0	0
COMPLETED							25,555.06	100.0	25,555.06	0	0	0.0	0	0	14
							25,555.06	100.0	25,555.06	0	0	0.0	0	0	14

PGM YEAR	PROJ ID	IDIS ACT ID	ACTIVITY NAME	STATUS	MTX CD	NTL OBJ	Total EST. AMT	% CDBG	CDBG DRAWN AMOUNT	CDBG OCCUPIED TOTAL	UNITS L/M	% L/M	CUMULATIVE OCCUPIED UNITS		
													OWNER	RENTER	
2003	0004	905	CDBG PROJECT SALARIES	COM	14A	LMH	92,455.78	0.0	92,455.78	0	0	0.0	0	0	0
2003	0004	941	HOUSING ALTERNATIVES OF HATTIESBURG	COM	14A	LMH	21,000.00	100.0	21,000.00	17	17	100.0	0	0	17
2003	0004	942	BREAKTHROUGH COMMUNITY SERVICES	COM	14A	LMH	11,250.00	55.6	6,250.00	10	10	100.0	0	0	5
2003	0004	943	MISSISSIPPI NON-PROFIT HOUSING	COM	14H	LMH	13,750.00	100.0	13,750.00	20	20	100.0	0	0	20
2003	0004	991	REHABILITATION - (BURDEN, L.)	COM	14A	LMH	37,884.90	100.0	37,884.90	1	1	100.0	1	1	0

2003	0007	909	SPECIAL PROJECT (WC & HYBURG W/LOVE)				COM	14A	LMH	30,833.83	100.0	30,833.83	20	20	100.0	0	20
2003 TOTALS: BUDGETED/UNDERWAY																	
COMPLETED																	
										0.00	0.0	0.00	0	0	0.0	0	0
										207,174.51	97.5	202,174.51	68	68	100.0	1	62
										207,174.51	97.5	202,174.51	68	68	100.0	1	62
PGM	PROJ	IDIS	ACTIVITY NAME		STATUS	CD	OBJ	MTX	NLT	Total		CDBG	OCCUPIED	UNITS	% L/M	CUMULATIVE	
YEAR	ID	ACT ID								EST. AMT	% CDBG	DRAWN AMOUNT	TOTAL	L/M		OWNER	RENTER
2002	0010	848	CDBG OTHER PROJECT COSTS		COM	14A	LMH			21,086.10	100.0	21,086.10	40	40	100.0	40	0
2002	0010	865	OIG AUDIT REPAIRS (JENKINS, S.)		COM	14A	LMH			8,148.00	100.0	8,148.00	1	1	100.0	0	1
2002	0010	869	CORRECTIVE FULL REHAB (EVERETT)		COM	14A	LMH			8,537.75	100.0	8,537.75	1	1	100.0	0	1
2002	0010	870	CORRECTIVE FULL REHAB (BROWN)		COM	14A	LMH			14,985.39	100.0	14,985.39	1	1	100.0	0	1
2002	0010	871	CORRECTIVE FULL REHAB (WILLIAMS)		COM	14A	LMH			7,496.73	100.0	7,496.73	1	1	100.0	0	1
2002	0010	872	CORRECTIVE FULL REHAB (LUCKETT)		COM	14A	LMH			9,222.60	100.0	9,222.60	1	1	100.0	0	1
2002	0010	873	CORRECTIVE FULL REHAB (BRYANT)		COM	14A	LMH			4,934.57	100.0	4,934.57	1	1	100.0	0	1
2002	0010	874	CORRECTIVE FULL REHAB (JOHNSON)		COM	14A	LMH			16,509.00	100.0	16,509.00	1	1	100.0	0	1
2002	0010	875	CORRECTIVE FULL REHAB (HICKS)		COM	14A	LMH			8,025.00	100.0	8,025.00	1	1	100.0	0	1
2002	0010	876	CORRECTIVE FULL REHAB (BERRY)		COM	14A	LMH			7,340.00	100.0	7,340.00	1	1	100.0	0	1
2002	0010	877	CORRECTIVE FULL REHAB (WILLIAMS, M.)		COM	14A	LMH			2,315.00	100.0	2,315.00	1	1	100.0	0	1
2002	0010	878	CORRECTIVE FULL REHAB (EDWARDS)		COM	14A	LMH			12,070.00	100.0	12,070.00	1	1	100.0	0	1
2002	0010	879	CORRECTIVE FULL REHAB (HILTON)		COM	14A	LMH			14,105.00	100.0	14,105.00	1	1	100.0	0	1
2002	0010	880	CORRECTIVE FULL REHAB (SMITH, R.)		COM	14A	LMH			6,470.00	100.0	6,470.00	1	1	100.0	0	1
2002	0010	881	CORRECTIVE FULL REHAB (BOONE)		COM	14A	LMH			9,227.00	100.0	9,227.00	1	1	100.0	0	1
2002	0010	912	OIG AUDIT (BROWN, C.)		COM	14A	LMH			9,021.00	100.0	9,021.00	1	1	100.0	0	1
2002	0010	913	OIG REHABILITATION (SMITH, J.)		COM	14A	LMH			7,176.00	100.0	7,176.00	1	1	100.0	0	1
2002	0010	915	OIG REHABILITATION (PERKINS, M.)		COM	14A	LMH			7,529.00	100.0	7,529.00	1	1	100.0	0	1
2002	0010	919	OIG FR REHAB (MCDONALD, M.)		COM	14A	LMH			4,250.00	100.0	4,250.00	1	1	100.0	0	1
2002	0010	921	OIG REHABILITATION (HINES, B.)		COM	14A	LMH			3,903.00	100.0	3,903.00	1	1	100.0	0	1

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2002	0010	922	OIG	CORRECTIVE REHAB (GRIFFIN, L.)	COM	14A	LMH	5,233.00	100.0	5,233.00	1	1	100.0	0	1
2002	0010	927	OIG	CORRECTIVE REHAB (BENN, B.)	COM	14A	LMH	9,742.00	100.0	9,742.00	1	1	100.0	0	1
2002	0010	929	OIG	CORRECTIVE REHAB (MARSHALL, M.)	COM	14A	LMH	10,000.00	100.0	10,000.00	1	1	100.0	0	1
2002	0010	931	OIG	CORRECTIVE REHAB (SMITH, W. & M.)	COM	14A	LMH	3,430.00	100.0	3,430.00	1	1	100.0	0	1
2002	0010	932	OIG	CORRECTIVE REHAB (MOTT, P.)	COM	14A	LMH	5,450.00	100.0	5,450.00	1	1	100.0	0	1
2002	0010	933	OIG	CORRECTIVE REHAB (WHITLEY, S.)	COM	14A	LMH	4,717.00	100.0	4,717.00	1	1	100.0	1	0
2002	0010	934	OIG	CORRECTIVE REHAB (POWELL, S.)	COM	14A	LMH	8,565.00	100.0	8,565.00	1	1	100.0	0	1
2002	0010	940	OIG	CORRECTIVE REHAB (SCROGGINS, R.)	COM	14A	LMH	7,510.00	100.0	7,510.00	1	1	100.0	0	1
2002	0010	956	OIG	CORRECTIVE REHAB (CLARK, H.)	COM	14A	LMH	8,169.99	100.0	8,169.99	1	1	100.0	0	1
2002	0010	957	OIG	CORRECTIVE REHAB (BROWN, W.)	COM	14A	LMH	4,895.00	100.0	4,895.00	1	1	100.0	0	1
2002	0010	969	OIG	CORRECTIVE REHAB (REED, R.)	COM	14A	LMH	3,476.00	100.0	3,476.00	1	1	100.0	0	1
2002	0010	971	OIG	CORRECTIVE REHAB (SHANKS, S.)	COM	14A	LMH	4,915.00	100.0	4,915.00	1	1	100.0	0	1
2002	0010	973	OIG	CORRECTIVE REHAB (BERRY, W.)	COM	14A	LMH	7,615.00	100.0	7,615.00	1	1	100.0	0	1
2002	0010	976	OIG	CORRECTIVE REHAB (WALKER, G.)	COM	14A	LMH	3,558.00	100.0	3,558.00	1	1	100.0	0	1
2002	0010	977	OIG	CORRECTIVE REHAB (BEARD, E.)	COM	14A	LMH	5,596.00	100.0	5,596.00	1	1	100.0	0	1
2002	0010	978	OIG	CORRECTIVE REHAB (CHATMAN, S.)	COM	14A	LMH	9,363.00	100.0	9,363.00	1	1	100.0	0	1
2002	0010	983	OIG	CORRECTIVE REHAB (SMITH, P.)	COM	14A	LMH	6,930.00	100.0	6,930.00	1	1	100.0	0	1
2002	0011	849	CDBG	EMERGENCY REHAB ADMINISTRATION	COM	14A	LMH	19,775.14	100.0	19,775.14	40	40	100.0	0	40
2002	0011	850	CORRECTIVE	EMERGENCY REHAB (CHASE)	COM	14A	LMH	8,893.00	100.0	8,893.00	1	1	100.0	0	1
2002	0011	851	CORRECTIVE	EMERGENCY REHAB (WRIGHT)	COM	14A	LMH	13,796.50	100.0	13,796.50	1	1	100.0	0	1
2002	0011	852	CORRECTIVE	EMERGENCY REHAB (POWELL)	COM	14A	LMH	15,553.00	100.0	15,553.00	1	1	100.0	0	1
2002	0011	853	CORRECTIVE	EMERGENCY REHAB (COOK)	COM	14A	LMH	13,689.00	100.0	13,689.00	1	1	100.0	0	1
2002	0011	854	CORRECTIVE	EMERGENCY REHAB (DUNCAN)	COM	14A	LMH	21,644.00	100.0	21,644.00	1	1	100.0	0	1
2002	0011	855	CORRECTIVE	EMERGENCY REHAB (MCLAURIN)	COM	14A	LMH	9,564.00	100.0	9,564.00	1	1	100.0	0	1
2002	0011	856	CORRECTIVE	EMERGENCY REHAB (JENKINS)	COM	14A	LMH	35,728.57	100.0	35,728.57	1	1	100.0	1	0
2002	0011	858	REHABILITATION	(OIG - CANARD)	COM	14A	LMH	6,589.00	100.0	6,589.00	1	1	100.0	0	1
2002	0011	859	REHABILITATION	(OIG - PACK)	COM	14A	LMH	3,251.00	100.0	3,251.00	1	1	100.0	0	1
2002	0011	860	REHABILITATION	(OIG - BRISTER)	COM	14A	LMH	2,185.00	100.0	2,185.00	1	1	100.0	0	1
2002	0011	861	CORRECTIVE	EMERGENCY REHAB (WHITE, S.)	COM	14A	LMH	6,120.00	100.0	6,120.00	1	1	100.0	0	1

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2002 0011	862	CORRECTIVE EMERGENCY REHAB (ANDERSON)	COM	14A	LMH	9,080.00	100.0	9,080.00	1	1	100.0	0	1
2002 0011	863	CORRECTIVE EMERGENCY REHAB (JONES, L.)	COM	14A	LMH	4,582.00	100.0	4,582.00	1	1	100.0	0	1
2002 0011	864	CORRECTIVE EMERGENCY REHAB (SANDERS, A.)	COM	14A	LMH	8,999.00	100.0	8,999.00	1	1	100.0	0	1
2002 0011	866	REHABILITATION (OIG - MITCHELL)	COM	14A	LMH	1,947.00	100.0	1,947.00	1	1	100.0	0	1
2002 0011	867	CORRECTIVE EMERGENCY REHAB (PATRICK)	COM	14A	LMH	6,785.00	100.0	6,785.00	1	1	100.0	0	1
2002 0011	868	CORRECTIVE EMERGENCY REHAB (THOMAS, M.)	COM	14A	LMH	7,931.00	100.0	7,931.00	1	1	100.0	0	1
2002 0011	910	REHABILITATION (OIG - RAYBORN)	COM	14A	LMH	4,485.00	100.0	4,485.00	1	1	100.0	0	1
2002 0011	914	OIG REHABILITATION (WILLIAMS, R.)	COM	14A	LMH	10,055.00	100.0	10,055.00	1	1	100.0	0	1
2002 0011	916	OIG REHABILITATION (COTTON, D.)	COM	14A	LMH	5,885.00	100.0	5,885.00	1	1	100.0	0	1
2002 0011	917	OIG REHABILITATION (WALMON, I.)	COM	14A	LMH	9,248.00	100.0	9,248.00	1	1	100.0	0	1
2002 0011	918	OIG REHABILITATION (VARNADO, H.)	COM	14A	LMH	9,229.00	100.0	9,229.00	1	1	100.0	0	1
2002 0011	920	OIG EMERGENCY REHAB (ASHFORD, S.)	COM	14A	LMH	8,506.00	100.0	8,506.00	1	1	100.0	0	1
2002 0011	923	OIG CORRECTIVE REHAB (COOK, J.)	COM	14A	LMH	10,263.00	100.0	10,263.00	1	1	100.0	0	1
2002 0011	924	OIG CORRECTIVE REHAB (CRAWFORD, L.)	COM	14A	LMH	815.00	100.0	815.00	1	1	100.0	0	1
2002 0011	925	OIG CORRECTIVE REHAB (ANDERSON, A.)	COM	14A	LMH	7,905.00	100.0	7,905.00	1	1	100.0	0	1
2002 0011	926	OIG CORRECTIVE REHAB (DOUGLAS, M.)	COM	14A	LMH	11,422.00	100.0	11,422.00	1	1	100.0	1	0
2002 0011	928	OIG CORRECTIVE REHAB (CARTER, A.)	COM	14A	LMH	3,927.00	100.0	3,927.00	1	1	100.0	0	1
2002 0011	930	OIG CORRECTIVE REHAB (INGRAM, M.)	COM	14A	LMH	6,345.00	100.0	6,345.00	1	1	100.0	0	1
2002 0011	935	OIG CORRECTIVE REHAB (MYERS, J.)	COM	14A	LMH	5,730.00	100.0	5,730.00	1	1	100.0	0	1
2002 0011	938	OIG CORRECTIVE REHAB (FUNCHESS, C.)	COM	14A	LMH	9,980.00	100.0	9,980.00	1	1	100.0	0	1
2002 0011	954	OIG CORRECTIVE REHAB (CONNER, L.)	COM	14A	LMH	5,350.00	100.0	5,350.00	1	1	100.0	0	1
2002 0011	955	OIG CORRECTIVE REHAB (BROWN, R.)	COM	14A	LMH	3,120.00	100.0	3,120.00	1	1	100.0	0	1
2002 0011	958	OIG CORRECTIVE REHAB (BOOTH, E.)	COM	14A	LMH	10,165.00	100.0	10,165.00	1	1	100.0	0	1
2002 0011	959	OIG CORRECTIVE REHAB (BARNES, S.)	COM	14A	LMH	10,515.00	100.0	10,515.00	1	1	100.0	0	1
2002 0011	960	OIG CORRECTIVE REHAB (STANLEY, D.)	COM	14A	LMH	3,250.00	100.0	3,250.00	1	1	100.0	0	1
2002 0011	961	OIG CORRECTIVE REHAB (BOWEN, D.)	COM	14A	LMH	5,405.00	100.0	5,405.00	1	1	100.0	0	1
2002 0011	962	OIG CORRECTIVE REHAB (BOURNE, R.)	COM	14A	LMH	2,650.00	100.0	2,650.00	1	1	100.0	0	1
2002 0011	963	OIG CORRECTIVE REHAB (GRIMMETT, C.)	COM	14A	LMH	7,185.00	100.0	7,185.00	1	1	100.0	0	1
2002 0011	964	OIG CORRECTIVE REHAB (MARTIN, J.)	COM	14A	LMH	9,525.00	100.0	9,525.00	1	1	100.0	0	1

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2002	0011	965	OIG CORRECTIVE REHAB (BROWN, E.)	COM	14A	LMH	10,533.00	100.0	10,533.00	1	1	100.0	0	1
2002	0011	966	OIG CORRECTIVE REHAB (WHITE, E.)	COM	14A	LMH	4,385.00	100.0	4,385.00	1	1	100.0	0	1
2002	0011	967	OIG CORRECTIVE REHAB (MCCALL, A.)	COM	14A	LMH	7,240.00	100.0	7,240.00	1	1	100.0	0	1
2002	0011	968	OIG CORRECTIVE REHAB (GRAY, E.)	COM	14A	LMH	2,780.00	100.0	2,780.00	1	1	100.0	0	1
2002	0011	970	OIG CORRECTIVE REHAB (SMITH, O.)	COM	14A	LMH	8,613.00	100.0	8,613.00	1	1	100.0	0	1
2002	0011	972	OIG CORRECTIVE REHAB (ARMSTRONG, J.)	COM	14A	LMH	13,525.00	100.0	13,525.00	1	1	100.0	0	1
2002	0011	974	OIG CORRECTIVE REHAB (MARKWALDER, M.)	COM	14A	LMH	10,733.00	100.0	10,733.00	1	1	100.0	1	0
2002	0011	975	OIG CORRECTIVE REHAB (SMITH, M.)	COM	14A	LMH	8,428.00	100.0	8,428.00	1	1	100.0	0	1
2002	0011	979	OIG CORRECTIVE REHAB (JACKSON, V.)	COM	14A	LMH	11,125.00	100.0	11,125.00	1	1	100.0	0	1
2002	0011	980	OIG CORRECTIVE REHAB (MAGEE, B.)	COM	14A	LMH	9,608.00	100.0	9,608.00	1	1	100.0	0	1
2002	0011	981	OIG CORRECTIVE REHAB (RANKIN, D.)	COM	14A	LMH	11,335.00	100.0	11,335.00	1	1	100.0	0	1
2002	0011	982	OIG CORRECTIVE REHAB (SIMS, H.)	COM	14A	LMH	6,555.00	100.0	6,555.00	1	1	100.0	0	1
2002 TOTALS: BUDGETED/UNDERWAY COMPLETED							0.00	0.0	0.00	0	0	0.0	0	0
							753,448.34	100.0	753,448.34	168	168	100.0	44	124
							753,448.34	100.0	753,448.34	168	168	100.0	44	124
PGM YEAR	PROJ ID	IDIS ACT ID	ACTIVITY NAME	STATUS	MTX CD	NTL OBJ	Total EST. AMT	% CDBG	CDBG DRAWN AMOUNT	CDBG OCCUPIED TOTAL	UNITS L/M	% L/M	CUMULATIVE OCCUPIED OWNER	UNITS RENTER
2001	0004	748	EMERGENCY PROGRAM (JACKSON, T.)	COM	14A	LMH	6,200.00	100.0	6,200.00	1	1	100.0	0	1
2001	0004	750	2001 EMERGENCY REHABILITATION	COM	14A	LMH	5,966.00	100.0	5,966.00	1	1	100.0	0	1
2001	0005	751	WORLD CHANGERS PROJECT	COM	14A	LMH	24,394.00	100.0	24,394.00	18	18	100.0	0	18
2001 TOTALS: BUDGETED/UNDERWAY COMPLETED							0.00	0.0	0.00	0	0	0.0	0	0
							36,560.00	100.0	36,560.00	20	20	100.0	0	20
							36,560.00	100.0	36,560.00	20	20	100.0	0	20

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													OWNER	RENTER
2000	0004	550	CITY-WIDE EMERGENCY REHABILITATION	COM	14A	LMH	4,917.00	100.0	4,917.00	1	1	100.0	0	1
2000	0004	551	POWELL, OZIE	COM	14A	LMH	5,865.00	100.0	5,865.00	1	1	100.0	0	1
2000	0004	554	BETTY WASHINGTON	COM	14A	LMH	3,220.00	100.0	3,220.00	1	1	100.0	0	1
2000	0004	556	ARMSTRONG, JOHNNIE & ROSE	COM	14A	LMH	6,741.06	100.0	6,741.06	1	1	100.0	0	1
2000	0004	557	MOORE, HENRIETTA	COM	14A	LMH	5,970.00	100.0	5,970.00	1	1	100.0	0	1
2000	0004	562	STEWART, O.D. & LOTTIE FAY	COM	14A	LMH	5,545.00	100.0	5,545.00	1	1	100.0	0	1
2000	0004	565	SMITH, ORENA	COM	14A	LMH	6,000.00	100.0	6,000.00	1	1	100.0	0	1
2000	0004	566	TOLER, ROSE	COM	14A	LMH	6,479.50	100.0	6,479.50	1	1	100.0	0	1
2000	0004	569	WRIGHTJUANICE	COM	14A	LMH	6,995.00	100.0	6,995.00	1	1	100.0	0	1
2000	0004	583	WORLD CHANGERS REPAIRS - MINOR REHAB	COM	14A	LMH	21,913.28	100.0	21,913.28	21	21	100.0	0	21
2000	0004	617	OTTIS MCLENDON EMERGENCY REHABILITATION	COM	14A	LMH	5,992.82	100.0	5,992.82	1	1	100.0	0	1
2000	0004	627	EMERGENCY REPAIRS CDBG	COM	14A	LMH	5,239.00	100.0	5,239.00	1	1	100.0	0	1
2000	0004	648	EMERGENCY REHAB DION & INGRID RILLIEUX	COM	14A	LMH	5,955.00	100.0	5,955.00	1	1	100.0	0	1
2000	0004	651	EMERGENCY REHABILITATION - CAROL GRIMMET	COM	14A	LMH	5,679.62	100.0	5,679.62	1	1	100.0	0	1
2000	0004	652	EMERGENCY REHABILITATION	COM	14A	LMH	5,960.00	100.0	5,960.00	1	1	100.0	0	1
2000	0004	663	EMERGENCY REHABILITATION	COM	14A	LMH	5,260.00	100.0	5,260.00	1	1	100.0	0	1
2000	0004	701	EMERGENCY REHABILITATION	COM	14A	LMH	5,980.00	100.0	5,980.00	1	1	100.0	0	1
2000	0004	702	EMERGENCY REHABILITATION	COM	14A	LMH	5,995.00	100.0	5,995.00	1	1	100.0	0	1
2000	0004	707	2000 EMERGENCY REHABILITATION	COM	14A	LMH	5,996.40	100.0	5,996.40	1	1	100.0	0	1
2000	0004	726	MELVIN INGRAM (EMERGENCY REHABILITATION)	COM	14A	LMH	5,963.30	100.0	5,963.30	1	1	100.0	0	1
2000	0004	728	MAXINE SMITH (EMERGENCY REHAB)	COM	14A	LMH	4,873.50	100.0	4,873.50	1	1	100.0	0	1
2000	0004	729	BERTHA MAE STRICKLAND (EMERGENCY REHAB)	COM	14A	LMH	6,000.00	100.0	6,000.00	1	1	100.0	0	1
2000	0004	747	EMERGENCY REHABILITATION	COM	14A	LMH	5,096.39	100.0	5,096.39	1	1	100.0	0	1
2000	0004	768	CITY-WIDE EMERGENCY REHABILITATION	COM	14A	LMH	6,157.46	100.0	6,157.46	1	1	100.0	0	1
2000	0004	857	REHABILITATION (OIG - BRAZILE)	COM	14A	LMH	1,309.00	100.0	1,309.00	1	1	100.0	0	1

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														OWNER	RENTER
1998	0003	459	HARRIS, KAREN	COM	14A	LMH	3,775.00	100.0	3,775.00	1	1	1	100.0	0	1
1998	0003	460	JACKSON, VONCILE	COM	14A	LMH	7,576.05	100.0	7,576.05	1	1	1	100.0	0	1
1998	0003	467	CANARD, RUBY	COM	14A	LMH	5,475.00	100.0	5,475.00	1	1	1	100.0	0	1
1998	0003	468	THOMAS, JACQUELINE	COM	14A	LMH	5,925.00	100.0	5,925.00	1	1	1	100.0	0	1
1998	0003	471	CHASE, VEOLA	COM	14A	LMH	5,920.00	100.0	5,920.00	1	1	1	100.0	0	1
1998	0003	472	JENKINS, EVELYN	COM	14A	LMH	7,595.73	100.0	7,595.73	1	1	1	100.0	0	1
1998	0003	474	MYERS, LORINE	COM	14A	LMH	2,300.00	100.0	2,300.00	1	1	1	100.0	0	1
1998	0003	479	FAUTNER, BRENDA	COM	14A	LMH	5,800.00	100.0	5,800.00	1	1	1	100.0	0	1
1998	0003	481	RAYBORN, CAROL ANN	COM	14A	LMH	5,514.00	100.0	5,514.00	1	1	1	100.0	0	1
1998	0003	484	MC GEE, BARBARA	COM	14A	LMH	5,400.00	100.0	5,400.00	1	1	1	100.0	0	1
1998	0003	485	DOUGLAS, MARTHA	COM	14A	LMH	6,250.00	100.0	6,250.00	1	1	1	100.0	0	1
1998	0003	487	SPANN, LELA & ELLIS	COM	14A	LMH	5,985.00	100.0	5,985.00	1	1	1	100.0	0	1
1998	0003	773	CITY-WIDE EMERGENCY REHABILITATION(1998)	COM	14A	LMH	6,000.00	100.0	6,000.00	1	1	1	100.0	0	1
1998 TOTALS: BUDGETED/UNDERWAY							0.00	0.0	0.00	0	0	0	0.0	0	0
COMPLETED							295,507.44	100.0	295,507.44	35	35	35	100.0	0	35
							295,507.44	100.0	295,507.44	35	35	35	100.0	0	35

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1997 0001 301 BROWN, WANDA
1997 0001 302 POWELL, SHIRLEY
1997 0001 311 EVANS, MARY
1997 0001 322 MITCHELL, DOROTHY
1997 0001 331 McDONALD, MARY & JULIUS
1997 0001 333 MARSHALL, MARY ALICE
1997 0001 334 BENN, BRENDA
1997 0001 344 MOTT, PEARLIE
1997 0001 347 SCROGGINS, RUBY
1997 0001 367 ALFORD, DOROTHY
1997 0001 412 CROWELL, GWENDOLYN
1997 0002 309 GRAY, ESSIE
1997 0002 313 ANDERSON, ALBERTA
1997 0002 314 THOMAS, MAGGIE LEE
1997 0002 315 WILLIAMS, REBECCA
1997 0002 317 BARNES, SALLIE
1997 0002 318 WILLIAMS, LOWETTE
1997 0002 330 RUFFIN, GEORGE & SEEBELL
1997 0002 332 STANLEY, DORIS
1997 0002 339 WILLIAMS, WILLIE E.
1997 0002 342 BROWN, DORA & ROBERT
1997 0002 343 BLANKS, CLIFTON
1997 0002 345 COOK, JOHN
1997 0002 348 MYERS, MERCEDES
1997 0002 349 JONES, JANICE
1997 0002 353 BRISTER, ADELINE
1997 0002 354 EVANS, DELORIS
1997 0002 355 WHITE, JOYCE
1997 0002 361 WHITE, ERNESTINE

COM	14A	LMH	18,996.00	100.0	18,996.00	1	1	100.0	0	1
COM	14A	LMH	20,093.00	100.0	20,093.00	1	1	100.0	0	1
COM	14A	LMH	19,855.00	100.0	19,855.00	1	1	100.0	0	1
COM	14A	LMH	17,413.91	100.0	17,413.91	1	1	100.0	0	1
COM	14A	LMH	13,358.42	100.0	13,358.42	1	1	100.0	0	1
COM	14A	LMH	19,295.00	100.0	19,295.00	1	1	100.0	0	1
COM	14A	LMH	19,309.30	100.0	19,309.30	1	1	100.0	0	1
COM	14A	LMH	18,434.64	100.0	18,434.64	1	1	100.0	0	1
COM	14A	LMH	15,522.00	100.0	15,522.00	1	1	100.0	0	1
COM	14A	LMH	20,270.00	0.0	0.00	1	1	100.0	0	1
COM	14A	LMH	5,485.00	100.0	5,485.00	1	1	100.0	0	1
COM	14A	LMH	4,021.00	100.0	4,021.00	1	1	100.0	0	1
COM	14A	LMH	3,675.00	100.0	3,675.00	1	1	100.0	0	1
COM	14A	LMH	4,525.00	100.0	4,525.00	1	1	100.0	0	1
COM	14A	LMH	2,214.90	100.0	2,214.90	1	1	100.0	0	1
COM	14A	LMH	3,337.00	100.0	3,337.00	1	1	100.0	0	1
COM	14A	LMH	5,400.00	100.0	5,400.00	1	1	100.0	0	1
COM	14A	LMH	3,530.00	100.0	3,530.00	1	1	100.0	0	1
COM	14A	LMH	5,004.00	100.0	5,004.00	1	1	100.0	0	1
COM	14A	LMH	4,930.00	100.0	4,930.00	1	1	100.0	0	1
COM	14A	LMH	5,080.00	100.0	5,080.00	1	1	100.0	0	1
COM	14A	LMH	4,990.00	100.0	4,990.00	1	1	100.0	0	1
COM	14A	LMH	6,565.00	100.0	6,565.00	1	1	100.0	0	1
COM	14A	LMH	2,402.00	100.0	2,402.00	1	1	100.0	0	1
COM	14A	LMH	4,975.00	100.0	4,975.00	1	1	100.0	0	1
COM	14A	LMH	5,605.00	100.0	5,605.00	1	1	100.0	0	1
COM	14A	LMH	1,739.89	100.0	1,739.89	1	1	100.0	0	1
COM	14A	LMH	4,795.00	100.0	4,795.00	1	1	100.0	0	1
COM	14A	LMH	3,051.25	100.0	3,051.25	1	1	100.0	0	1

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1997	0002	365	EVANS, EASTER	COM	14A	LMH	5,045.00	100.0	5,045.00		1	1	100.0	0	1
1997	0002	366	CARTER, ROSLYN	COM	14A	LMH	4,185.00	100.0	4,185.00		1	1	100.0	0	1
1997	0002	373	BROWN, ETHEL	COM	14A	LMH	4,995.00	100.0	4,995.00		1	1	100.0	0	1
1997	0002	374	GARRAWAY, REVERTA	COM	14A	LMH	5,010.00	100.0	5,010.00		1	1	100.0	0	1
1997	0002	394	MARKWALDER, MARGARET	COM	14A	LMH	4,945.00	100.0	4,945.00		1	1	100.0	0	1
1997	0002	395	PAYTON, LORA	COM	14A	LMH	3,215.00	100.0	3,215.00		1	1	100.0	0	1
1997	0002	396	LEGGETT, LILLIE MAE	COM	14A	LMH	4,700.00	100.0	4,700.00		1	1	100.0	0	1
1997	0002	398	ANDERSON, THELMA	COM	14A	LMH	2,807.65	100.0	2,807.65		1	1	100.0	0	1
1997	0002	408	BOUNDS, JEWEL	COM	14A	LMH	4,970.00	100.0	4,970.00		1	1	100.0	0	1
1997	0002	409	BOURNE, RUBY	COM	14A	LMH	4,880.00	100.0	4,880.00		1	1	100.0	0	1
1997	0002	411	GODBOLT, INEZ	COM	14A	LMH	4,974.00	100.0	4,974.00		1	1	100.0	0	1
1997	0002	415	MACK, ERNESTINE	COM	14A	LMH	6,200.00	100.0	6,200.00		1	1	100.0	0	1
1997	0002	417	BECKUM, TONY	COM	14A	LMH	4,980.00	100.0	4,980.00		1	1	100.0	0	1
1997	0002	418	SIMS, HAZEL	COM	14A	LMH	4,522.00	100.0	4,522.00		1	1	100.0	0	1
1997	0002	419	JEFFERSON, WILLIE MAE	COM	14A	LMH	4,405.00	100.0	4,405.00		1	1	100.0	0	1
1997	0002	423	GHOLAR, EDDIE	COM	14A	LMH	5,465.48	100.0	5,465.48		1	1	100.0	0	1
1997 TOTALS: BUDGETED/UNDERWAY				COMPLETED			0.00	0.0	0.00		0	0	0.0	0	0
							478,587.24	95.7	458,317.24		53	53	100.0	0	53
							478,587.24	95.7	458,317.24		53	53	100.0	0	53
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1996	0001	140	SINGLE-REHAB MILDRED HART	COM	14A	LMH	5,635.00	100.0	5,635.00		1	1	100.0	0	1
1996	0001	141	SINGLE REHAB-PERSON, HATTIE	COM	14A	LMH	18,779.73	100.0	18,779.73		1	1	100.0	0	1
1996	0001	142	INSURANCE POLICY-BROWN, SARAH	COM	14A	LMH	442.00	100.0	442.00		1	1	100.0	0	1
1996	0001	146	SMITH,CROSBY & RANKINS INSURANCE	COM	14A		0.00	0.0	0.00		0	0	0.0	0	0
1996	0001	153	ALLEN, ESTELLA	COM	14A		0.00	0.0	0.00		0	0	0.0	0	0

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1996 0001	154 BROWN, SARAH	COM	14A	0.0	0.00	0	0	0.0	0	0
1996 0001	156 SIMON JR., CHARLES	COM	14A	0.0	0.00	0	0	0.0	0	0
1996 0001	157 SIMON JR., CHARLES INSURANCE	COM	14A	0.0	0.00	0	0	0.0	0	0
1996 0001	158 ALLEN, ESTELLA INSURANCE	COM	14A	0.0	0.00	0	0	0.0	0	0
1996 0001	159 ADAMS, LORRAINE	COM	14A	0.0	0.00	0	0	0.0	0	0
1996 0001	160 ADAMS, LORRAINE INSURANCE	COM	14A	0.0	0.00	0	0	0.0	0	0
1996 0001	161 JOHNSON, SAM & HATHORN, DAISY BELL	COM	14A	0.0	0.00	0	0	0.0	0	0
1996 0001	165 BOLDEN, ANNIE KAY	COM	14A	0.0	0.00	0	0	0.0	0	0
1996 0001	166 BOLDEN, ANNIE KAY INSURANCE	COM	14A	0.0	0.00	0	0	0.0	0	0
1996 0001	167 JOHNSON & HATHORN INSURANCE	COM	14A	0.0	0.00	0	0	0.0	0	0
1996 0001	168 HILLIARD, LULA MAE	COM	14A	0.0	0.00	0	0	0.0	0	0
1996 0001	169 CROSBY, EVA M.	COM	14A	0.0	0.00	0	0	0.0	0	0
1996 0001	171 PLUMP, ALICE	COM	14A	0.0	0.00	0	0	0.0	0	0
1996 0001	172 PLUMP, ALICE TERMITE TREATMENT	COM	14A	0.0	0.00	0	0	0.0	0	0
1996 0001	173 RANKINS, ARLENA	COM	14A	0.0	0.00	0	0	0.0	0	0
1996 0001	175 POLK, NETTIE INSURANCE	COM	14A LMH	236.00	236.00	1	1	100.0	0	1
1996 0001	194 CREDIT BUREAU	COM	14A	0.0	0.00	0	0	0.0	0	0
1996 0001	195 CREDIT BUREAU	COM	14A	0.0	0.00	0	0	0.0	0	0
1996 0001	237 ELLIOTT, VELMA	COM	14A LMH	12,384.00	12,384.00	1	1	100.0	0	1
1996 0001	239 ELLIS, VEDA	COM	14A LMH	15,366.61	15,366.61	1	1	100.0	0	1
1996 0001	243 POLK, NETTYE MRS.	COM	14A LMH	15,101.22	15,101.22	1	1	100.0	0	1
1996 0001	283 PERSON, HATTIE	COM	14A LMH	23.00	23.00	1	1	100.0	0	1
1996 0001	368 HART, MILDRED	COM	14A LMH	250.00	250.00	1	1	100.0	0	1
1996 0001	421 BAILEY, SADIE	COM	14A	0.0	0.00	0	0	0.0	0	0
1996 0002	151 THOMAS, ELLA MAE	COM	14A LMH	4,635.00	4,635.00	1	1	100.0	0	1
1996 0002	196 WILLIAMS, JANIE NOBLES	COM	14A	0.0	0.00	0	0	0.0	0	0
1996 0002	197 HAWTHORNE, SYLVIA	COM	14A	0.0	0.00	0	0	0.0	0	0
1996 0002	198 MCCARTY, CREOLA	COM	14A	0.0	0.00	0	0	0.0	0	0
1996 0002	199 HINTON, ANGELO	COM	14A	0.0	0.00	0	0	0.0	0	0

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1996 0002 201 HUTTON, THELMA
1996 0002 202 FLUKER, LILLIAN
1996 0002 203 BARRETT, ADDIE
1996 0002 204 THOMAS, ELLA MAE
1996 0002 240 BOURNES, JESSIE
1996 0002 248 TATE, MRS. LORINE
1996 0002 255 CRAWFORD, MRS. LUCILLE
1996 0002 256 ANDERSON, MARY ELLEN
1996 0002 258 WILLIAMS, LAJUANA PEGGY
1996 0002 260 BOOTH, EMMA
1996 0002 267 PACK, DEBBIE
1996 0002 268 PACK, CORA
1996 0002 271 POLK, ZENORA
1996 0002 272 CONNER, LULA
1996 0002 275 CARTER, ANNIE K.
1996 0002 277 WHITE, SARAH ALICE
1996 0002 284 TURNER, J.L. & ETHEL
1996 0002 285 BRIDGES, EULA
1996 0002 286 LOCKETT, ANNIE
1996 0002 292 ASHFORD, SYLVIA
1996 0002 293 FAIRLEY, RICHARD & BETTY
1996 0002 294 BOOTH, LYNN
1996 0002 295 MYERS, JULIA
1996 0002 297 FUNCHESS, CARL
1996 0002 305 NICHOLSON, ADA
1996 0002 376 JONES, LINDA
1996 0002 383 BRANTLEY, EARLIE
1996 0002 385 SANDERS, ALICE

COM	14A	0.0	0.00	0	0	0.0	0	0
COM	14A	0.0	0.00	0	0	0.0	0	0
COM	14A	0.0	0.00	0	0	0.0	0	0
COM	14A	0.00	0.00	1	1	100.0	0	1
COM	14A	0.0	0.00	0	0	0.0	0	0
COM	14A	100.0	5,673.35	1	1	100.0	0	1
COM	14A	100.0	4,365.00	1	1	100.0	0	1
COM	14A	100.0	2,666.15	1	1	100.0	0	1
COM	14A	100.0	3,285.60	1	1	100.0	0	1
COM	14A	100.0	4,880.00	1	1	100.0	0	1
COM	14A	100.0	4,340.90	1	1	100.0	0	1
COM	14A	100.0	4,556.00	1	1	100.0	0	1
COM	14A	100.0	5,290.00	1	1	100.0	0	1
COM	14A	100.0	5,050.00	1	1	100.0	0	1
COM	14A	100.0	3,985.00	1	1	100.0	0	1
COM	14A	100.0	3,227.00	1	1	100.0	0	1
COM	14A	100.0	5,155.00	1	1	100.0	0	1
COM	14A	100.0	4,995.00	1	1	100.0	0	1
COM	14A	100.0	5,400.00	1	1	100.0	0	1
COM	14A	100.0	3,830.00	1	1	100.0	0	1
COM	14A	100.0	4,048.00	1	1	100.0	0	1
COM	14A	100.0	2,825.00	1	1	100.0	0	1
COM	14A	100.0	4,195.00	1	1	100.0	0	1
COM	14A	100.0	2,731.27	1	1	100.0	0	1
COM	14A	100.0	3,865.00	1	1	100.0	0	1
COM	14A	100.0	6,290.00	1	1	100.0	0	1
COM	14A	100.0	4,905.00	1	1	100.0	0	1
COM	14A	100.0	4,940.00	1	1	100.0	0	1
COM	14A	100.0	4,620.00	1	1	100.0	0	1

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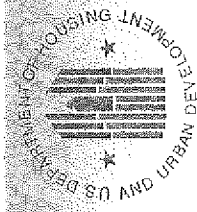
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1996 0002 392 PATRICK, LULA AGNES
1996 0002 393 MCNAIR, CLYDE
1996 0002 443 COOK, CLEARSE

COM	14A	LMH	4,965.00	100.0	4,965.00	1	1	100.0	0	1
COM	14A	LMH	2,530.00	100.0	2,530.00	1	1	100.0	0	1
COM	14A	LMH	5,865.00	100.0	5,865.00	1	1	100.0	0	1
TOTALS: BUDGETED/UNDERWAY			0.00	0.0	0.00	0	0	0.0	0	0
COMPLETED			191,330.83	100.0	191,330.83	38	38	100.0	0	38
			191,330.83	100.0	191,330.83	38	38	100.0	0	38

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														OWNER	RENTER
1994	0002	2	CDBG COMMITTED FUNDS ADJUSTMENT	OPEN	14A			0.0	0.0	0.00	0	0	0.0	0	0
1994	0002	306	WALMON, IVORY & CHRISTINE	COM	14A	LMH	7,555.00	100.0	7,555.00	7,555.00	1	1	100.0	0	1
1994	0002	307	DAVIS, ROSIE DELL	COM	14A	LMH	5,135.00	100.0	5,135.00	5,135.00	1	1	100.0	0	1
1994	0002	420	MCLAURIN, EDWINA	COM	14A	LMH	4,355.70	100.0	4,355.70	4,355.70	1	1	100.0	0	1
TOTALS: BUDGETED/UNDERWAY						0.00	0.0	0.0	0.00	0.00	0	0	0.0	0	0
COMPLETED						17,045.70	100.0	17,045.70	17,045.70	17,045.70	3	3	100.0	0	3
						17,045.70	100.0	17,045.70	17,045.70	17,045.70	3	3	100.0	0	3

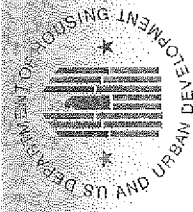


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HATTIESBURG, MS

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IDIS - PR22

Tenure Type	Activity Type	IDIS Activity	Activity Address	Activity Status	Status Date	Total Home Units	Commit Date	Committed Amount	Drawn Amount	PCT
Homebuyer NEW CONSTRUCTION		1190	SITE TBD by CHDO , Hattiesburg MS, 39401	Canceled	06/06/11	0	0 11/10/09	\$0.00	\$0.00	0.00%
		1270	829 Davidson Pl , Hattiesburg MS, 39401	Open	02/24/11	1	1 02/09/11	\$50,000.00	\$2,800.00	5.60%

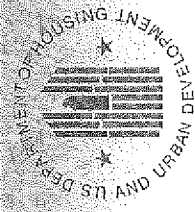


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IDIS - PR22

Tenure Type	Activity Type	IDIS Activity	Activity Address	Activity Status	Status Date	Total Home Units	Commit Date	Committed Amount	Drawn Amount	PCT
Homebuyer ACQUISITION ONLY										
		1252	5 Grace Ct , Hattiesburg MS, 39401	Completed	04/15/11	1	1 07/07/10	\$10,000.00	\$10,000.00	100.00%
		1272	2 Grace Ct , Hattiesburg MS, 39401	Completed	04/15/11	1	1 02/24/11	\$10,000.00	\$10,000.00	100.00%
		1302	8 Grace Ct , Hattiesburg MS, 39401	Completed	09/20/11	1	1 09/07/11	\$10,000.00	\$10,000.00	100.00%

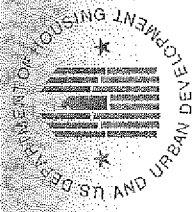


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IDIS - PR22

Tenure Type	Activity Type	IDIS Activity	Activity Address	Activity Status	Status Date	Total Home Units	Commit Date	Committed Amount	Drawn Amount	PCT
Homebuyer ACQUISITION AND REHABILITATION		1293	202 South St , Hattiesburg MS, 39401	Final Draw	07/21/11	1	1 07/14/11	\$46,703.50	\$46,703.50	100.00%
		1301	127 E 5th St , Hattiesburg MS, 39401	Final Draw	08/26/11	1	1 08/24/11	\$53,319.00	\$53,319.00	100.00%

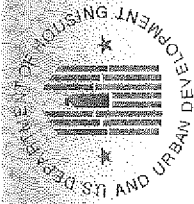


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IDIS - PR22

Tenure Type	Activity Type	IDIS Activity	Activity Address	Activity Status	Status Date	Total Home Units	Commit Date	Committed Amount	Drawn Amount	PCT
Homebuyer ACQUISITION AND NEW CONSTRUCTION		1165	437 Mable St , Hattiesburg MS, 39401	Open	02/10/11	1	1 01/24/09	\$20,018.98	\$10,700.18	53.45%



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IDIS - PR22

Tenure Type	Activity Type	IDIS Activity	Activity Address	Activity Status	Status Date	Total Home Units	Commit Date	Committed Amount	Drawn Amount	PCT
Homeowner Rehab REHABILITATION										
		1178	1104 Cherry St , Hattiesburg MS, 39401	Completed	12/14/11	1	1 03/27/09	\$75,425.00	\$75,425.00	100.00%
		1180	605 Short 5th St , Hattiesburg MS, 39401	Open	10/20/11	0	0 03/27/09	\$73,831.25	\$750.00	1.02%
		1203	502 Magnolia Ave , Hattiesburg MS, 39401	Completed	07/12/11	1	1 10/30/09	\$62,985.00	\$62,985.00	100.00%
		1204	310 Willis Ave , Hattiesburg MS, 39401	Completed	11/03/11	1	1 10/30/09	\$71,325.00	\$71,325.00	100.00%
		1219	200 Forrest St , Hattiesburg MS, 39401	Completed	03/11/11	1	1 02/19/10	\$13,817.00	\$13,817.00	100.00%
		1254	611 Baxter St , Hattiesburg MS, 39401	Completed	08/17/11	1	1 10/08/10	\$52,984.55	\$52,984.55	100.00%
		1255	714 Tuscan Ave , Hattiesburg MS, 39401	Completed	02/15/11	1	1 10/08/10	\$54,755.00	\$54,755.00	100.00%
		1256	1502 W 7th St , Hattiesburg MS, 39401	Completed	03/02/11	1	1 10/08/10	\$42,066.81	\$42,066.81	100.00%
		1257	315 Kimball Ave , Hattiesburg MS, 39401	Completed	07/12/11	1	1 10/08/10	\$55,865.00	\$55,865.00	100.00%
		1276	407 Ruby Ave , Hattiesburg MS, 39401	Completed	07/13/11	1	1 03/11/11	\$53,855.18	\$53,855.18	100.00%
		1282	11 Annie Christie Dr , Hattiesburg MS, 39401	Final Draw	09/07/11	0	0 05/05/11	\$57,969.75	\$57,969.75	100.00%
		1284	2902 Williamsburg Rd , Hattiesburg MS, 39402	Canceled	08/17/11	0	0 05/05/11	\$0.00	\$0.00	0.00%
		1285	404 Oliver Ave , Hattiesburg MS, 39401	Completed	08/17/11	1	1 05/05/11	\$52,654.00	\$52,654.00	100.00%
		1286	404 S 18th Ave , Hattiesburg MS, 39401	Completed	08/30/11	1	1 05/17/11	\$25,455.00	\$25,455.00	100.00%
		1289	320 Park Ave , Hattiesburg MS, 39401	Completed	09/16/11	1	1 05/13/11	\$57,604.10	\$57,604.10	100.00%
		1295	314 E Scooba St , Hattiesburg MS, 39401	Final Draw	01/18/12	0	0 08/10/11	\$60,250.07	\$60,250.07	100.00%
		1305	10 Annie Christie Dr , Hattiesburg MS, 39401	Open	11/03/11	0	0 10/28/11	\$65,000.00	\$41,847.99	64.38%



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Summary of Accomplishments

Program Year: 2011

HATTIESBURG

Count of CDBG Activities with Disbursements by Activity Group & Matrix Code

Activity Group	Activity Category	Underway Count	Underway Activities Disbursed	Completed Count	Completed Activities Disbursed	Program Year Count	Total Activities Disbursed
Acquisition	Clearance and Demolition (04)	3	\$28,187.52	8	\$89,436.95	11	\$117,624.47
Economic Development	Total Acquisition	3	\$28,187.52	8	\$89,436.95	11	\$117,624.47
	Rehab; Publicly or Privately-Owned Commercial/Industrial (14E)	0	\$0.00	1	\$0.00	1	\$0.00
Housing	Total Economic Development	0	\$0.00	1	\$0.00	1	\$0.00
	Rehab; Single-Unit Residential (14A)	3	\$108,915.01	23	\$314,647.39	26	\$423,562.40
	Rehabilitation Administration (14H)	0	\$0.00	1	\$55,141.71	1	\$55,141.71
	Lead-Based/Lead Hazard Test/Abate (14I)	0	\$0.00	1	\$6,324.00	1	\$6,324.00
	Housing Services (14J)	0	\$0.00	1	\$43,280.09	1	\$43,280.09
Public Facilities and Improvements	Total Housing	3	\$108,915.01	26	\$419,393.19	29	\$528,308.20
	Public Facilities and Improvements (General) (03)	2	\$0.00	0	\$0.00	2	\$0.00
	Parks, Recreational Facilities (03F)	0	\$0.00	1	\$49,650.00	1	\$49,650.00
Public Services	Total Public Facilities and Improvements	2	\$0.00	1	\$49,650.00	3	\$49,650.00
	Public Services (General) (05)	0	\$0.00	3	\$22,299.47	3	\$22,299.47
	Handicapped Services (05B)	0	\$0.00	1	\$12,732.44	1	\$12,732.44
	Youth Services (05D)	0	\$0.00	1	\$15,000.00	1	\$15,000.00
	Mental Health Services (05O)	0	\$0.00	1	\$12,272.09	1	\$12,272.09
	Food Banks (05W)	0	\$0.00	1	\$12,000.00	1	\$12,000.00
General Administration and Planning	Total Public Services	0	\$0.00	7	\$74,304.00	7	\$74,304.00
	General Program Administration (21A)	0	\$0.00	1	\$109,946.99	1	\$109,946.99
	Total General Administration and Planning	0	\$0.00	1	\$109,946.99	1	\$109,946.99
Grand Total		8	\$137,102.53	44	\$742,731.13	52	\$879,833.66



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CDBG Sum of Actual Accomplishments by Activity Group and Accomplishment Type

Activity Group	Matrix Code	Accomplishment Type	Open Count	Completed Count	Program Year Totals
Acquisition	Clearance and Demolition (04)	Housing Units	6	3	9
Housing	Total Acquisition		6	3	9
	Rehab; Single-Unit Residential (14A)	Housing Units	0	14	14
	Rehabilitation Administration (14H)	Housing Units	0	14	14
	Lead-Based/Lead Hazard Test/Abate (14I)	Housing Units	0	0	0
	Housing Services (14J)	Housing Units	0	11	11
Public Facilities and Improvements	Total Housing		0	39	39
	Public Facilities and Improvement (General) (03)	Public Facilities	0	0	0
	Parks, Recreational Facilities (03F)	Public Facilities	0	5,955	5,955
Public Services	Total Public Facilities and Improvements		0	5,955	5,955
	Public Services (General) (05)	Persons	0	13,481	13,481
	Handicapped Services (05B)	Persons	0	94	94
	Youth Services (05D)	Persons	0	297	297
	Mental Health Services (05O)	Persons	0	108	108
	Food Banks (05W)	Persons	0	255	255
Grand Total	Total Public Services		0	14,235	14,235
			6	20,232	20,238



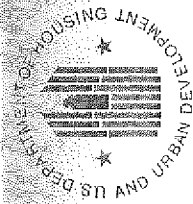
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CDBG Summary of Accomplishments

Program Year: 2011

HATTIESBURG

CDBG Beneficiaries by Racial / Ethnic Category

Housing-Non Housing	Race	Total Persons		Total Hispanic		Total Households		Total Hispanic Households
		Total Persons		Persons		Total Households		
Housing	Black/African American	0		0		0		0
Non Housing	Total Housing	0		0		28		0
	White	143		6		0		0
	Black/African American	569		0		14		0
	Asian	2		0		0		0
	American Indian/Alaskan Native	2		0		0		0
	Other multi-racial	5		0		0		0
Grand Total	Total Non Housing	721		6		14		0
	White	173		6		0		0
	Black/African American	794		0		42		0
	Asian	2		0		0		0
	American Indian/Alaskan Native	2		0		0		0
	Other multi-racial	5		0		0		0
Total Grand Total		976		6		42		0



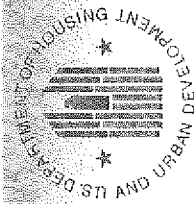
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CDBG Summary of Accomplishments

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HATTIESBURG

CDBG Beneficiaries by Income Category

Income Levels	Owner Occupied	Renter Occupied	Persons
Housing			
Extremely Low ($\leq 30\%$)	8	0	0
Low ($> 30\%$ and $\leq 50\%$)	12	0	0
Mod ($> 50\%$ and $\leq 80\%$)	8	0	0
Total Low-Mod	28	0	0
Non Low-Mod ($> 80\%$)	0	0	0
Total Beneficiaries	28	0	0
Non Housing			
Extremely Low ($\leq 30\%$)	8	0	278
Low ($> 30\%$ and $\leq 50\%$)	4	0	111
Mod ($> 50\%$ and $\leq 80\%$)	2	0	289
Total Low-Mod	14	0	678
Non Low-Mod ($> 80\%$)	0	0	43
Total Beneficiaries	14	0	721



HATTIESBURG

Home Disbursements and Unit Completions

Activity Type	Disbursed Amount	Units Completed	Units Occupied
First Time Homebuyers	\$30,000.00	4	4
Existing Homeowners	\$452,539.64	12	12
Total, Homebuyers and Homeowners	\$482,539.64	16	16
Grand Total	\$482,539.64	16	16

Home Unit Completions by Percent of Area Median Income

Activity Type	Units Completed					
	0% - 30%	31% - 50%	51% - 60%	61% - 80%	Total 0% - 60%	Total 0% - 80%
First Time Homebuyers	0	2	1	1	3	4
Existing Homeowners	6	5	0	1	11	12
Total, Homebuyers and Homeowners	6	7	1	2	14	16
Grand Total	6	7	1	2	14	16

Home Unit Reported As Vacant

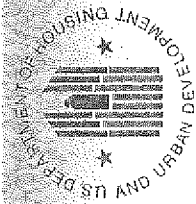
Activity Type	Reported as Vacant
First Time Homebuyers	0
Existing Homeowners	0
Total, Homebuyers and Homeowners	0
Grand Total	0



Home Unit Completions by Racial / Ethnic Category

	First Time Homebuyers		Existing Homeowners	
	Units Completed	Units Completed - Hispanics	Units Completed	Units Completed - Hispanics
Black/African American	4	0	11	0
Black/African American & White	0	0	1	0
Total	4	0	12	0

Total, Homebuyers and Homeowners					Grand Total
	Units Completed		Units Completed - Hispanics		Units Completed - Hispanics
	Units Completed	Units Completed - Hispanics	Units Completed	Units Completed - Hispanics	
Black/African American	15	0	15	0	0
Black/African American & White	1	0	1	0	0
Total	16	0	16	0	0



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PR 25 - Status of CHDO Funds by Fiscal Year Report
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Funds Subgranted To CHDOS

Fiscal Year	CHDO Name	Fund Type	Amount Reserved	Amount Committed	Balance to Commit	% Committed	Amount Disbursed	% Disbursed
1995	HOUSING ALTERNATIVES OF HATTIESBURG	CR	\$75,000.00	\$75,000.00	\$0.00	100.0%	\$75,000.00	100.0%
Fund Type Total for 1995			\$75,000.00	\$75,000.00	\$0.00	100.0%	\$75,000.00	100.0%
Total For 1995 All Funds (CO+CR+CC+CL)			\$75,000.00					

Funds Subgranted To CHDOS

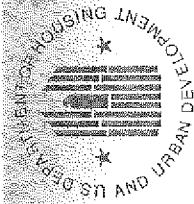
Fiscal Year	CHDO Name	Fund Type	Amount Reserved	Amount Committed	Balance to Commit	% Committed	Amount Disbursed	% Disbursed
1996	HOUSING ALTERNATIVES OF HATTIESBURG	CR	\$60,600.00	\$60,600.00	\$0.00	100.0%	\$60,600.00	100.0%
Fund Type Total for 1996			\$60,600.00	\$60,600.00	\$0.00	100.0%	\$60,600.00	100.0%
Total For 1996 All Funds (CO+CR+CC+CL)			\$60,600.00					

Funds Subgranted To CHDOS

Fiscal Year	CHDO Name	Fund Type	Amount Reserved	Amount Committed	Balance to Commit	% Committed	Amount Disbursed	% Disbursed
1997	HOUSING ALTERNATIVES OF HATTIESBURG	CR	\$59,100.00	\$59,100.00	\$0.00	100.0%	\$59,100.00	100.0%
Fund Type Total for 1997			\$59,100.00	\$59,100.00	\$0.00	100.0%	\$59,100.00	100.0%
Total For 1997 All Funds (CO+CR+CC+CL)			\$59,100.00					

Funds Subgranted To CHDOS

Fiscal Year	CHDO Name	Fund Type	Amount Reserved	Amount Committed	Balance to Commit	% Committed	Amount Disbursed	% Disbursed
1998	COMMUNITY CONNECTIONS	CR	\$24,950.00	\$24,950.00	\$0.00	100.0%	\$24,950.00	100.0%
Fund Type Total for 1998			\$24,950.00	\$24,950.00	\$0.00	100.0%	\$24,950.00	100.0%
Total For 1998 All Funds (CO+CR+CC+CL)			\$24,950.00					



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Funds Subgranted To CHDOS

Fiscal Year	CHDO Name	Fund Type	Amount Reserved	Amount Committed	Balance to Commit	% Committed Reserved	Amount Disbursed	% Disbursed Committed
1999	HOUSING ALTERNATIVES OF HATTIESBURG	CR	\$68,250.00	\$68,250.00	\$0.00	100.0%	\$68,250.00	100.0%
Fund Type Total for 1999			\$68,250.00	\$68,250.00	\$0.00	100.0%	\$68,250.00	100.0%
Total For 1999 All Funds (CO+CR+CC+CL)			\$68,250.00					

Funds Subgranted To CHDOS

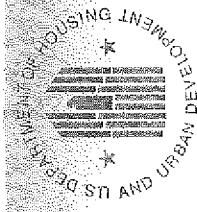
Fiscal Year	CHDO Name	Fund Type	Amount Reserved	Amount Committed	Balance to Commit	% Committed Reserved	Amount Disbursed	% Disbursed Committed
2000	BREATHROUGH COMMUNITY SERVICES	CR	\$35,334.45	\$35,334.45	\$0.00	100.0%	\$35,334.45	100.0%
	HOUSING ALTERNATIVES OF HATTIESBURG	CR	\$32,915.55	\$32,915.55	\$0.00	100.0%	\$32,915.55	100.0%
Fund Type Total for 2000			\$68,250.00	\$68,250.00	\$0.00	100.0%	\$68,250.00	100.0%
Total For 2000 All Funds (CO+CR+CC+CL)			\$68,250.00					

Funds Subgranted To CHDOS

Fiscal Year	CHDO Name	Fund Type	Amount Reserved	Amount Committed	Balance to Commit	% Committed Reserved	Amount Disbursed	% Disbursed Committed
2001	COMMUNITY CONNECTIONS	CR	\$62,250.00	\$62,250.00	\$0.00	100.0%	\$62,250.00	100.0%
	HOUSING ALTERNATIVES OF HATTIESBURG	CR	\$13,500.00	\$13,500.00	\$0.00	100.0%	\$13,500.00	100.0%
Fund Type Total for 2001			\$75,750.00	\$75,750.00	\$0.00	100.0%	\$75,750.00	100.0%
Total For 2001 All Funds (CO+CR+CC+CL)			\$75,750.00					

Funds Subgranted To CHDOS

Fiscal Year	CHDO Name	Fund Type	Amount Reserved	Amount Committed	Balance to Commit	% Committed Reserved	Amount Disbursed	% Disbursed Committed
2002	MNPH DBA METROPOLITAN HOMES, INC.	CR	\$75,450.00	\$75,450.00	\$0.00	100.0%	\$75,450.00	100.0%
Fund Type Total for 2002			\$75,450.00	\$75,450.00	\$0.00	100.0%	\$75,450.00	100.0%
Total For 2002 All Funds (CO+CR+CC+CL)			\$75,450.00					



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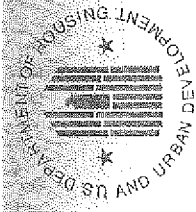
Fiscal Year	CHDO Name	Fund Type	Amount Reserved	Amount Committed	Balance to Commit	% Committed Reserved	Amount Disbursed	% Disbursed Committed
2003	BREAKTHROUGH COMMUNITY SERVICES	CR	\$28,258.80	\$28,258.80	\$0.00	100.0%	\$28,258.80	100.0%
	MNPH DBA METROPOLITAN HOMES, CR INC.		\$29,550.00	\$29,550.00	\$0.00	100.0%	\$29,550.00	100.0%
	Fund Type Total for 2003	CR	\$57,808.80	\$57,808.80	\$0.00	100.0%	\$57,808.80	100.0%
	Total For 2003 All Funds (CO+CR+CC+CL)		\$57,808.80					

Funds Subgranted To CHDOS

Fiscal Year	CHDO Name	Fund Type	Amount Reserved	Amount Committed	Balance to Commit	% Committed Reserved	Amount Disbursed	% Disbursed Committed
2004	HOUSING ALTERNATIVES OF HATTIESBURG	CR	\$57,309.00	\$57,309.00	\$0.00	100.0%	\$57,309.00	100.0%
	Fund Type Total for 2004	CR	\$57,309.00	\$57,309.00	\$0.00	100.0%	\$57,309.00	100.0%
	Total For 2004 All Funds (CO+CR+CC+CL)		\$57,309.00					

Funds Subgranted To CHDOS

Fiscal Year	CHDO Name	Fund Type	Amount Reserved	Amount Committed	Balance to Commit	% Committed Reserved	Amount Disbursed	% Disbursed Committed
2005	BREAKTHROUGH COMMUNITY SERVICES	CR	\$5,651.23	\$5,651.23	\$0.00	100.0%	\$2,800.00	49.5%
	HOUSING ALTERNATIVES OF HATTIESBURG	CR	\$48,396.62	\$9,096.80	\$39,299.82	18.8%	\$9,096.80	100.0%
	Fund Type Total for 2005	CR	\$54,047.85	\$14,748.03	\$39,299.82	27.3%	\$11,896.80	80.7%
	Total For 2005 All Funds (CO+CR+CC+CL)		\$54,047.85					



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Funds Subgranted To CHDOS

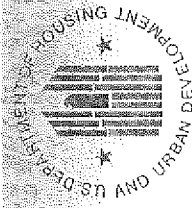
Fiscal Year	CHDO Name	Fund Type	Amount Reserved	Amount Committed	Balance to Commit	% Committed Reserved	Amount Disbursed	% Disbursed Committed
2006	BREAKTHROUGH COMMUNITY SERVICES	CR	\$15,938.00	\$15,938.00	\$0.00	100.0%	\$0.00	0.0%
	COMMUNITY CONNECTIONS	CR	\$25,000.00	\$7,500.00	\$17,500.00	30.0%	\$7,500.00	100.0%
	PINE BELT COMMUNITY SERVICES, INC.	CR	\$9,962.10	\$9,962.10	\$0.00	100.0%	\$9,962.10	100.0%
	Fund Type Total for 2006	CR	\$50,900.10	\$33,400.10	\$17,500.00	65.6%	\$17,462.10	52.3%
	Total For 2006 All Funds (CO+CR+CC+CL)		\$50,900.10					

Funds Subgranted To CHDOS

Fiscal Year	CHDO Name	Fund Type	Amount Reserved	Amount Committed	Balance to Commit	% Committed Reserved	Amount Disbursed	% Disbursed Committed
2007	BREAKTHROUGH COMMUNITY SERVICES	CR	\$10,521.68	\$10,521.68	\$0.00	100.0%	\$0.00	0.0%
	COMMUNITY CONNECTIONS	CR	\$32,500.00	\$0.00	\$32,500.00	0.0%	\$0.00	
	PINE BELT COMMUNITY SERVICES, INC.	CR	\$7,501.17	\$7,501.17	\$0.00	100.0%	\$7,501.17	100.0%
	Fund Type Total for 2007	CR	\$50,522.85	\$18,022.85	\$32,500.00	35.7%	\$7,501.17	41.6%
	Total For 2007 All Funds (CO+CR+CC+CL)		\$50,522.85					

Funds Subgranted To CHDOS

Fiscal Year	CHDO Name	Fund Type	Amount Reserved	Amount Committed	Balance to Commit	% Committed Reserved	Amount Disbursed	% Disbursed Committed
2008	PINE BELT COMMUNITY SERVICES, INC.	CR	\$49,002.45	\$49,002.45	\$0.00	100.0%	\$49,002.45	100.0%
	Fund Type Total for 2008	CR	\$49,002.45	\$49,002.45	\$0.00	100.0%	\$49,002.45	100.0%
	Total For 2008 All Funds (CO+CR+CC+CL)		\$49,002.45					



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Funds Subgranted To CHDOS

Fiscal Year	CHDO Name	Fund Type	Amount Reserved	Amount Committed	Balance to Commit	% Committed Reserved	Amount Disbursed	% Disbursed Committed
2009	BREAKTHROUGH COMMUNITY SERVICES	CR	\$17,889.09	\$17,889.09	\$0.00	100.0%	\$0.00	0.0%
	PINE BELT COMMUNITY SERVICES, INC.	CR	\$33,534.28	\$33,534.28	\$0.00	100.0%	\$33,534.28	100.0%
	Fund Type Total for 2009	CR	\$51,423.37	\$51,423.37	\$0.00	100.0%	\$33,534.28	65.2%

Funds Not Subgranted To CHDOS

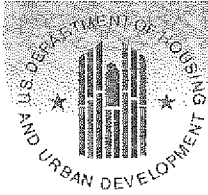
Fiscal Year	Fund Type	Balance to Reserve
2009	CHDO RESERVE	\$4,824.38
	Grand Total Not Subgranted for 2009	\$4,824.38
	Total For 2009 All Funds (CO+CR+CC+CL)	\$56,247.75

Funds Not Subgranted To CHDOS

Fiscal Year	Fund Type	Balance to Reserve
2010	CHDO OPERATING EXPENSES	\$10,664.37
	CHDO RESERVE	\$56,397.90
	Grand Total Not Subgranted for 2010	\$67,062.27
	Total For 2010 All Funds (CO+CR+CC+CL)	\$67,062.27

Funds Not Subgranted To CHDOS

Fiscal Year	Fund Type	Balance to Reserve
2011	CHDO RESERVE	\$49,539.00
	Grand Total Not Subgranted for 2011	\$49,539.00
	Total For 2011 All Funds (CO+CR+CC+CL)	\$49,539.00



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PART I: SUMMARY OF CDBG RESOURCES

01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	883,402.58
02 ENTITLEMENT GRANT	567,637.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	0.00
06 RETURNS	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	1,451,039.58

PART II: SUMMARY OF CDBG EXPENDITURES

09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	769,886.67
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	769,886.67
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	109,946.99
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	879,833.66
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	571,205.92

PART III: LOW/MOD BENEFIT THIS REPORTING PERIOD

17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	679,739.20
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	679,739.20
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	88.29%

LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS

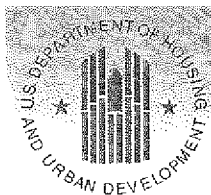
23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: 2011 PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	769,886.67
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	679,739.20
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	88.29%

PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS

27 DISBURSED IN IDIS FOR PUBLIC SERVICES	74,304.00
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	74,304.00
32 ENTITLEMENT GRANT	567,637.00
33 PRIOR YEAR PROGRAM INCOME	0.00
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	567,637.00
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	13.09%

PART V: PLANNING AND ADMINISTRATION (PA) CAP

37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	109,946.99
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 + LINE 40)	109,946.99
42 ENTITLEMENT GRANT	567,637.00
43 CURRENT YEAR PROGRAM INCOME	0.00
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	567,637.00
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	19.37%



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LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

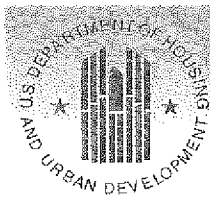
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LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

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LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2007	17	1178	5321305	1104 CHERRY STREET	04	LMH	\$650.00
2007	17	1178	5327490	1104 CHERRY STREET	04	LMH	\$1,650.00
2007	17	1178	5334026	1104 CHERRY STREET	04	LMH	\$6,475.29
2007	17	1204	5234463	RECONSTRUCTION - 310 Willis Avenue	04	LMH	\$9,423.00
2008	11	1203	5261430	RECONSTRUCTION - 502 Magnolia Avenue	04	LMH	\$9,278.71
2008	14	1268	5267784	BLUE ROOF REPAIR - WARD 5 - 114 Cypress (P. Jones)	14A	LMH	\$4,667.97
2008	14	1268	5301561	BLUE ROOF REPAIR - WARD 5 - 114 Cypress (P. Jones)	14A	LMH	\$107.08
2008	14	1280	5301563	BLUE ROOF REPAIR - WARD 5 - 402 Magnolia (A.R.)	14A	LMH	\$2,682.81
2008	14	1281	5301562	BLUE ROOF REPAIR - WARD 5 - 209 Magnolia Ave. (S.C.)	14A	LMH	\$2,738.53
2009	14	1263	5289005	FACILITIES - Vernon Dahmer Park Improvement	03F	LMA	\$49,650.00
2010	2	1251	5247458	Lead Testing & Abatement	14I	LMH	\$5,403.00
2010	2	1251	5247470	Lead Testing & Abatement	14I	LMH	\$921.00
2010	2	1265	5234461	EMERGENCY REPAIR - 904 Roby St. (Lofton)	14A	LMH	\$9,000.00
2010	2	1269	5218894	REHAB - 216 Fredna Ave. (D. Harris)	14A	LMH	\$650.00
2010	2	1269	5234460	REHAB - 216 Fredna Ave. (D. Harris)	14A	LMH	\$15,200.00
2010	2	1269	5234467	REHAB - 216 Fredna Ave. (D. Harris)	14A	LMH	\$140.00
2010	2	1269	5234469	REHAB - 216 Fredna Ave. (D. Harris)	14A	LMH	\$650.00
2010	2	1269	5241351	REHAB - 216 Fredna Ave. (D. Harris)	14A	LMH	\$14,000.00
2010	2	1269	5247460	REHAB - 216 Fredna Ave. (D. Harris)	14A	LMH	\$10,000.00
2010	2	1269	5247474	REHAB - 216 Fredna Ave. (D. Harris)	14A	LMH	\$140.00
2010	2	1269	5247475	REHAB - 216 Fredna Ave. (D. Harris)	14A	LMH	\$650.00
2010	2	1269	5254404	REHAB - 216 Fredna Ave. (D. Harris)	14A	LMH	\$5,000.00
2010	2	1269	5261429	REHAB - 216 Fredna Ave. (D. Harris)	14A	LMH	\$6,205.00
2010	2	1269	5261460	REHAB - 216 Fredna Ave. (D. Harris)	14A	LMH	\$155.00
2010	2	1269	5281722	REHAB - 216 Fredna Ave. (D. Harris)	14A	LMH	\$499.82
2010	2	1274	5261444	REHAB - 904 Roby St. (E.L.)	14A	LMH	\$650.00
2010	2	1274	5273698	REHAB - 904 Roby St. (E.L.)	14A	LMH	\$650.00
2010	2	1274	5288982	REHAB - 904 Roby St. (E.L.)	14A	LMH	\$8,679.00
2010	2	1274	5288983	REHAB - 904 Roby St. (E.L.)	14A	LMH	\$259.00
2010	2	1274	5288997	REHAB - 904 Roby St. (E.L.)	14A	LMH	\$17,325.00
2010	2	1274	5289004	REHAB - 904 Roby St. (E.L.)	14A	LMH	\$650.00
2010	2	1274	5289006	REHAB - 904 Roby St. (E.L.)	14A	LMH	\$175.00
2010	2	1274	5294984	REHAB - 904 Roby St. (E.L.)	14A	LMH	\$8,000.00
2010	2	1274	5301566	REHAB - 904 Roby St. (E.L.)	14A	LMH	\$14,175.00
2010	2	1274	5301582	REHAB - 904 Roby St. (E.L.)	14A	LMH	\$455.00
2010	2	1274	5301628	REHAB - 904 Roby St. (E.L.)	14A	LMH	\$650.00
2010	2	1274	5313452	REHAB - 904 Roby St. (E.L.)	14A	LMH	\$10,000.00
2010	2	1274	5313470	REHAB - 904 Roby St. (E.L.)	14A	LMH	\$460.00
2010	2	1274	5334027	REHAB - 904 Roby St. (E.L.)	14A	LMH	\$3,949.62
2010	2	1275	5241334	REHAB - 620 Poplar Row Alley (M.B.)	14A	LMH	\$750.00
2010	2	1275	5247456	REHAB - 620 Poplar Row Alley (M.B.)	14A	LMH	\$650.00
2010	2	1275	5261435	REHAB - 620 Poplar Row Alley (M.B.)	14A	LMH	\$650.00
2010	2	1275	5261438	REHAB - 620 Poplar Row Alley (M.B.)	14A	LMH	\$1,707.00
2010	2	1275	5261439	REHAB - 620 Poplar Row Alley (M.B.)	14A	LMH	\$879.38
2010	2	1275	5261447	REHAB - 620 Poplar Row Alley (M.B.)	14A	LMH	\$855.95
2010	2	1275	5267783	REHAB - 620 Poplar Row Alley (M.B.)	14A	LMH	\$808.21
2010	2	1275	5270960	REHAB - 620 Poplar Row Alley (M.B.)	14A	LMH	\$250.00



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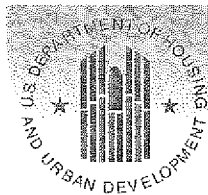
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Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2010	2	1275	5273696	REHAB - 620 Poplar Row Alley (M.B.)	14A	LMH	\$650.00
2010	2	1275	5273703	REHAB - 620 Poplar Row Alley (M.B.)	14A	LMH	\$1,527.09
2010	2	1275	5288994	REHAB - 620 Poplar Row Alley (M.B.)	14A	LMH	\$9,040.37
2010	2	1275	5289003	REHAB - 620 Poplar Row Alley (M.B.)	14A	LMH	\$650.00
2010	2	1275	5294979	REHAB - 620 Poplar Row Alley (M.B.)	14A	LMH	\$2,035.12
2010	2	1275	5301580	REHAB - 620 Poplar Row Alley (M.B.)	14A	LMH	\$10,140.33
2010	2	1275	5301597	REHAB - 620 Poplar Row Alley (M.B.)	14A	LMH	\$650.00
2010	2	1275	5313458	REHAB - 620 Poplar Row Alley (M.B.)	14A	LMH	\$3,590.03
2010	2	1275	5313707	REHAB - 620 Poplar Row Alley (M.B.)	14A	LMH	\$650.00
2010	2	1275	5321321	REHAB - 620 Poplar Row Alley (M.B.)	14A	LMH	\$7,127.37
2010	2	1275	5327507	REHAB - 620 Poplar Row Alley (M.B.)	14A	LMH	\$4,477.94
2010	2	1275	5327508	REHAB - 620 Poplar Row Alley (M.B.)	14A	LMH	\$650.00
2010	2	1275	5339615	REHAB - 620 Poplar Row Alley (M.B.)	14A	LMH	\$650.00
2010	2	1275	5348757	REHAB - 620 Poplar Row Alley (M.B.)	14A	LMH	\$3,811.34
2010	2	1275	5355117	REHAB - 620 Poplar Row Alley (M.B.)	14A	LMH	\$650.00
2010	2	1275	5359945	REHAB - 620 Poplar Row Alley (M.B.)	14A	LMH	\$49.95
2010	2	1275	5367022	REHAB - 620 Poplar Row Alley (M.B.)	14A	LMH	\$650.00
2010	2	1275	5367025	REHAB - 620 Poplar Row Alley (M.B.)	14A	LMH	\$1,586.25
2010	2	1283	5273700	REHAB - 814 Arledge (F.W.)	14A	LMH	\$650.00
2010	2	1283	5281713	REHAB - 814 Arledge (F.W.)	14A	LMH	\$650.00
2010	2	1283	5281719	REHAB - 814 Arledge (F.W.)	14A	LMH	\$15,000.00
2010	2	1283	5288976	REHAB - 814 Arledge (F.W.)	14A	LMH	\$4,200.00
2010	2	1283	5288986	REHAB - 814 Arledge (F.W.)	14A	LMH	\$169.00
2010	2	1283	5289002	REHAB - 814 Arledge (F.W.)	14A	LMH	\$13,000.00
2010	2	1283	5289007	REHAB - 814 Arledge (F.W.)	14A	LMH	\$470.00
2010	2	1283	5294980	REHAB - 814 Arledge (F.W.)	14A	LMH	\$10,000.00
2010	2	1283	5294986	REHAB - 814 Arledge (F.W.)	14A	LMH	\$650.00
2010	2	1283	5301567	REHAB - 814 Arledge (F.W.)	14A	LMH	\$11,000.00
2010	2	1283	5301589	REHAB - 814 Arledge (F.W.)	14A	LMH	\$150.00
2010	2	1283	5313454	REHAB - 814 Arledge (F.W.)	14A	LMH	\$3,226.90
2010	2	1283	5313466	REHAB - 814 Arledge (F.W.)	14A	LMH	\$415.00
2010	2	1287	5274710	REHAB - 300 Tuscan Ave (O.B.)	14A	LMH	\$650.00
2010	2	1287	5274711	REHAB - 300 Tuscan Ave (O.B.)	14A	LMH	\$78.75
2010	2	1287	5288980	REHAB - 300 Tuscan Ave (O.B.)	14A	LMH	\$3,450.00
2010	2	1287	5288988	REHAB - 300 Tuscan Ave (O.B.)	14A	LMH	\$171.00
2010	2	1287	5289000	REHAB - 300 Tuscan Ave (O.B.)	14A	LMH	\$29,000.00
2010	2	1287	5289009	REHAB - 300 Tuscan Ave (O.B.)	14A	LMH	\$130.00
2010	2	1287	5289160	REHAB - 300 Tuscan Ave (O.B.)	14A	LMH	\$650.00
2010	2	1287	5294982	REHAB - 300 Tuscan Ave (O.B.)	14A	LMH	\$18,000.00
2010	2	1287	5301590	REHAB - 300 Tuscan Ave (O.B.)	14A	LMH	\$1,065.00
2010	2	1287	5301691	REHAB - 300 Tuscan Ave (O.B.)	14A	LMH	\$650.00
2010	2	1287	5307979	REHAB - 300 Tuscan Ave (O.B.)	14A	LMH	\$6,000.00
2010	2	1287	5313468	REHAB - 300 Tuscan Ave (O.B.)	14A	LMH	\$155.00
2010	2	1287	5314032	REHAB - 300 Tuscan Ave (O.B.)	14A	LMH	\$10,500.00
2010	2	1287	5327511	REHAB - 300 Tuscan Ave (O.B.)	14A	LMH	\$390.00
2010	2	1291	5301568	EMERGENCY REPAIR - Housing Alternatives - 22 Collins (S.J.)	14A	LMH	\$10,605.00
2010	2	1291	5305267	EMERGENCY REPAIR - Housing Alternatives - 22 Collins (S.J.)	14A	LMH	\$26.25
2010	2	1292	5301570	EMERGENCY REPAIR - Housing Alternatives - 200 Chestnut (L.T.)	14A	LMH	\$10,250.00
2010	2	1292	5305264	EMERGENCY REPAIR - Housing Alternatives - 200 Chestnut (L.T.)	14A	LMH	\$50.50
2010	2	1308	5367027	EMERGENCY REPAIR - Pinebelt Community Services - 1102 Cherry St.	14A	LMH	\$472.80
2010	2	1308	5367038	EMERGENCY REPAIR - Pinebelt Community Services - 1102 Cherry St.	14A	LMH	\$10,000.00



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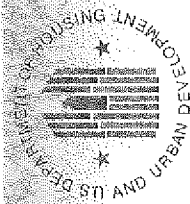
Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2010	2	1309	5367037	EMERGENCY REPAIR - Pinebelt Community Services - 1000 Mobile St.	14A	LMH	\$10,000.00
2010	2	1310	5367033	BASIC REHAB - R3SM - 128 Taylor Ave. (B.W.)	14A	LMH	\$1,208.36
2010	2	1311	5367039	BASIC REHAB - Habitat for Humanity - 727 E 7th St.	14A	LMH	\$3,000.00
2010	6	1271	5234464	Pinebelt Community Services - Meals Program	05W	LMC	\$1,000.00
2010	6	1271	5288991	Pinebelt Community Services - Meals Program	05W	LMC	\$214.76
2010	6	1271	5301559	Pinebelt Community Services - Meals Program	05W	LMC	\$1,388.41
2010	6	1271	5307989	Pinebelt Community Services - Meals Program	05W	LMC	\$2,649.00
2010	6	1271	5313471	Pinebelt Community Services - Meals Program	05W	LMC	\$202.08
2010	6	1271	5321308	Pinebelt Community Services - Meals Program	05W	LMC	\$524.58
2010	6	1271	5327515	Pinebelt Community Services - Meals Program	05W	LMC	\$543.42
2010	6	1271	5339605	Pinebelt Community Services - Meals Program	05W	LMC	\$3,031.53
2010	6	1271	5348754	Pinebelt Community Services - Meals Program	05W	LMC	\$718.93
2010	6	1271	5367036	Pinebelt Community Services - Meals Program	05W	LMC	\$1,727.29
2010	6	1277	5247467	First Tee of the Pinebelt	05D	LMC	\$2,395.79
2010	6	1277	5273701	First Tee of the Pinebelt	05D	LMC	\$2,649.00
2010	6	1277	5307986	First Tee of the Pinebelt	05D	LMC	\$8,346.45
2010	6	1277	5339599	First Tee of the Pinebelt	05D	LMC	\$1,500.00
2010	6	1277	5348750	First Tee of the Pinebelt	05D	LMC	\$108.76
2010	6	1279	5261440	United Way - Friends for Financial Freedom	05	LMA	\$785.76
2010	6	1279	5281716	United Way - Friends for Financial Freedom	05	LMA	\$2,047.28
2010	6	1279	5321319	United Way - Friends for Financial Freedom	05	LMA	\$1,533.23
2010	6	1279	5348752	United Way - Friends for Financial Freedom	05	LMA	\$1,359.88
2010	6	1279	5376449	United Way - Friends for Financial Freedom	05	LMA	\$3,365.32
2010	6	1290	5288992	FGH - Pine Grove Behavioral Health Program	05O	LMC	\$921.72
2010	6	1290	5307982	FGH - Pine Grove Behavioral Health Program	05O	LMC	\$1,064.64
2010	6	1290	5321316	FGH - Pine Grove Behavioral Health Program	05O	LMC	\$2,565.08
2010	6	1290	5334029	FGH - Pine Grove Behavioral Health Program	05O	LMC	\$2,284.86
2010	6	1290	5339596	FGH - Pine Grove Behavioral Health Program	05O	LMC	\$1,358.08
2010	6	1290	5355119	FGH - Pine Grove Behavioral Health Program	05O	LMC	\$1,403.00
2010	6	1290	5367029	FGH - Pine Grove Behavioral Health Program	05O	LMC	\$2,472.65
2010	6	1290	5376444	FGH - Pine Grove Behavioral Health Program	05O	LMC	\$202.06
2011	1	1298	5316615	PROJECT DELIVERY - CDBG PROJECTS	14H	LMH	\$162.00
2011	1	1298	5316620	PROJECT DELIVERY - CDBG PROJECTS	14H	LMH	\$1,620.00
2011	1	1298	5317347	PROJECT DELIVERY - CDBG PROJECTS	14H	LMH	\$36,589.42
2011	1	1298	5320284	PROJECT DELIVERY - CDBG PROJECTS	14H	LMH	\$4,336.52
2011	1	1298	5338019	PROJECT DELIVERY - CDBG PROJECTS	14H	LMH	\$4,384.81
2011	1	1298	5350444	PROJECT DELIVERY - CDBG PROJECTS	14H	LMH	\$3,779.97
2011	1	1298	5367522	PROJECT DELIVERY - CDBG PROJECTS	14H	LMH	\$4,268.99
2011	1	1299	5316617	PROJECT DELIVERY - In Support of HOME	14J	LMH	\$138.00
2011	1	1299	5316621	PROJECT DELIVERY - In Support of HOME	14J	LMH	\$1,380.00
2011	1	1299	5317342	PROJECT DELIVERY - In Support of HOME	14J	LMH	\$31,168.76
2011	1	1299	5320283	PROJECT DELIVERY - In Support of HOME	14J	LMH	\$2,439.29
2011	1	1299	5338023	PROJECT DELIVERY - In Support of HOME	14J	LMH	\$2,687.47
2011	1	1299	5350439	PROJECT DELIVERY - In Support of HOME	14J	LMH	\$2,737.22
2011	1	1299	5367516	PROJECT DELIVERY - In Support of HOME	14J	LMH	\$2,729.35
2011	2	1303	5332231	REHAB - 714 Woodland Court (C.G.)	14A	LMH	\$78.75
2011	2	1303	5334030	REHAB - 714 Woodland Court (C.G.)	14A	LMH	\$650.00
2011	2	1303	5348758	REHAB - 714 Woodland Court (C.G.)	14A	LMH	\$1,746.00
2011	2	1303	5348772	REHAB - 714 Woodland Court (C.G.)	14A	LMH	\$174.10
2011	2	1303	5348773	REHAB - 714 Woodland Court (C.G.)	14A	LMH	\$20,000.00
2011	2	1303	5348774	REHAB - 714 Woodland Court (C.G.)	14A	LMH	\$650.00
2011	2	1303	5355115	REHAB - 714 Woodland Court (C.G.)	14A	LMH	\$736.88
2011	2	1303	5359948	REHAB - 714 Woodland Court (C.G.)	14A	LMH	\$15,000.00
2011	2	1303	5359951	REHAB - 714 Woodland Court (C.G.)	14A	LMH	\$650.00
2011	2	1303	5367026	REHAB - 714 Woodland Court (C.G.)	14A	LMH	\$432.95
2011	2	1303	5367032	REHAB - 714 Woodland Court (C.G.)	14A	LMH	\$13,660.00



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Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2011	3	1300	5317352	DISABILITY ADVOCATE	05B	LMC	\$9,472.75
2011	3	1300	5320286	DISABILITY ADVOCATE	05B	LMC	\$1,090.66
2011	3	1300	5338024	DISABILITY ADVOCATE	05B	LMC	\$1,392.62
2011	3	1300	5350450	DISABILITY ADVOCATE	05B	LMC	\$776.41
2011	4	1307	5367028	AIDS Services Coalition	05	LMC	\$13,208.00
Total							\$679,739.20



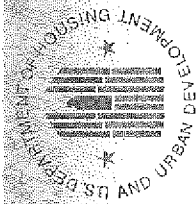
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Commitments from Authorized Funds

(A) Fiscal Year	(B) Total Authorization	(C) Admin/OP Reservation	(E) CRICC Funds- Amount Reserved to CHDOS	(F) % CHDO Rsvd	(G) SU Funds- Reservations to Other Entities	(H) EN Funds-PJ Committed to Activities	(I) Total Authorized Commitments	(K) % of Auth Cmtd
1995	\$500,000.00	\$0.00	\$75,000.00	15.0%	\$0.00	\$425,000.00	\$500,000.00	100.0%
1996	\$404,000.00	\$0.00	\$60,600.00	15.0%	\$0.00	\$343,400.00	\$404,000.00	100.0%
1997	\$394,000.00	\$0.00	\$59,100.00	15.0%	\$0.00	\$334,900.00	\$394,000.00	100.0%
1998	\$421,500.00	\$0.00	\$24,950.00	5.9%	\$0.00	\$396,550.00	\$421,500.00	100.0%
1999	\$385,154.00	\$45,500.00	\$68,250.00	17.7%	\$0.00	\$271,404.00	\$385,154.00	100.0%
2000	\$455,000.00	\$45,500.00	\$68,250.00	15.0%	\$0.00	\$341,250.00	\$455,000.00	100.0%
2001	\$505,000.00	\$50,500.00	\$75,750.00	15.0%	\$0.00	\$378,750.00	\$505,000.00	100.0%
2002	\$432,654.00	\$50,300.00	\$75,450.00	17.4%	\$0.00	\$306,904.00	\$432,654.00	100.0%
2003	\$385,392.00	\$46,862.18	\$57,808.80	15.0%	\$0.00	\$280,721.02	\$385,392.00	100.0%
2004	\$382,060.00	\$38,206.00	\$57,309.00	15.0%	\$0.00	\$286,545.00	\$382,060.00	100.0%
2005	\$360,319.00	\$36,031.90	\$54,047.85	15.0%	\$0.00	\$270,239.25	\$360,319.00	100.0%
2006	\$339,334.00	\$33,933.40	\$50,900.10	15.0%	\$0.00	\$254,500.50	\$339,334.00	100.0%
2007	\$336,819.00	\$33,681.90	\$50,522.85	15.0%	\$0.00	\$252,614.25	\$336,819.00	100.0%
2008	\$326,683.00	\$35,783.64	\$49,002.45	15.0%	\$0.00	\$241,896.91	\$326,683.00	100.0%
2009	\$374,985.00	\$18,749.00	\$51,423.37	13.7%	\$0.00	\$299,988.25	\$370,160.62	98.7%
2010	\$375,986.00	\$11,511.00	\$0.00	0.0%	\$0.00	\$67,820.20	\$79,331.20	21.0%
2011	\$330,260.00	\$31,920.08	\$0.00	0.0%	\$0.00	\$0.00	\$31,920.08	9.6%
Total	\$6,709,146.00	\$478,479.10	\$878,364.42	13.0%	\$0.00	\$4,752,483.38	\$6,109,326.90	91.0%



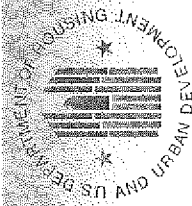
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Program Income (PI)

Fiscal Year	Program Income Receipts	Amount Committed to Activities	% Committed	Net Disbursed	Disbursed Pending Approval	Total Disbursed	% Disbursed
1995	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	\$0.00	0.0%
1996	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	\$0.00	0.0%
1997	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	\$0.00	0.0%
1998	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	\$0.00	0.0%
1999	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	\$0.00	0.0%
2000	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	\$0.00	0.0%
2001	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	\$0.00	0.0%
2002	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	\$0.00	0.0%
2003	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	\$0.00	0.0%
2004	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	\$0.00	0.0%
2005	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	\$0.00	0.0%
2006	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	\$0.00	0.0%
2007	\$313.86	\$313.86	100.0%	\$313.86	\$0.00	\$313.86	100.0%
2008	\$183.00	\$183.00	100.0%	\$183.00	\$0.00	\$183.00	100.0%
2009	\$1,749.80	\$1,749.80	100.0%	\$1,749.80	\$0.00	\$1,749.80	100.0%
2010	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	\$0.00	0.0%
2011	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	\$0.00	0.0%
Total	\$2,246.66	\$2,246.66	100.0%	\$2,246.66	\$0.00	\$2,246.66	100.0%



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Disbursements

(A) Fiscal Year	(B) Total Authorization	(C) Disbursed	(D) Returned	(E) Net Disbursed	(F) Disbursed Pending Approval	(G) Total Disbursed	(H) % Disb	(I) Grant Balance
1995	\$500,000.00	\$505,000.00	(\$5,000.00)	\$500,000.00	\$0.00	500,000.00	100.0%	\$0.00
1996	\$404,000.00	\$404,000.00	\$0.00	\$404,000.00	\$0.00	404,000.00	100.0%	\$0.00
1997	\$394,000.00	\$397,955.20	(\$3,955.20)	\$394,000.00	\$0.00	394,000.00	100.0%	\$0.00
1998	\$421,500.00	\$421,500.00	\$0.00	\$421,500.00	\$0.00	421,500.00	100.0%	\$0.00
1999	\$385,154.00	\$393,554.00	(\$8,400.00)	\$385,154.00	\$0.00	385,154.00	100.0%	\$0.00
2000	\$455,000.00	\$460,000.00	(\$5,000.00)	\$455,000.00	\$0.00	455,000.00	100.0%	\$0.00
2001	\$505,000.00	\$505,000.00	\$0.00	\$505,000.00	\$0.00	505,000.00	100.0%	\$0.00
2002	\$432,654.00	\$432,654.00	\$0.00	\$432,654.00	\$0.00	432,654.00	100.0%	\$0.00
2003	\$385,392.00	\$385,392.00	\$0.00	\$385,392.00	\$0.00	385,392.00	100.0%	\$0.00
2004	\$382,060.00	\$392,180.00	(\$10,120.00)	\$382,060.00	\$0.00	382,060.00	100.0%	\$0.00
2005	\$360,319.00	\$346,274.95	(\$28,107.00)	\$318,167.95	\$0.00	318,167.95	88.3%	\$42,151.05
2006	\$339,334.00	\$307,896.00	(\$2,000.00)	\$305,896.00	\$0.00	305,896.00	90.1%	\$33,438.00
2007	\$336,819.00	\$293,797.32	\$0.00	\$293,797.32	\$0.00	293,797.32	87.2%	\$43,021.68
2008	\$326,683.00	\$326,683.00	\$0.00	\$326,683.00	\$0.00	326,683.00	100.0%	\$0.00
2009	\$374,985.00	\$323,858.47	\$0.00	\$323,858.47	\$0.00	323,858.47	86.3%	\$51,126.53
2010	\$375,986.00	\$846.63	\$0.00	\$846.63	\$0.00	846.63	0.2%	\$375,139.37
2011	\$330,260.00	\$31,920.08	\$0.00	\$31,920.08	\$0.00	31,920.08	9.6%	\$298,339.92
Total	\$6,709,146.00	\$5,928,511.65	(\$62,582.20)	\$5,865,929.45	\$0.00	5,865,929.45	87.4%	\$843,216.55



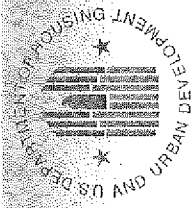
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Home Activities Commitments/Disbursements

(A) Fiscal Year	(B) Authorized for Activities	(C) Amount Committed to Activities	(D) % Cmt'd	(E) Disbursed	(F) Returned	(G) Net Disbursed	(H) % Net Disb	(I) Disbursed Pending Approval	(J) Total Disbursed	(K) % Disb
1995	\$500,000.00	\$500,000.00	100.0%	\$505,000.00	(\$5,000.00)	\$500,000.00	100.0%	\$0.00	\$500,000.00	100.0%
1996	\$404,000.00	\$404,000.00	100.0%	\$404,000.00	\$0.00	\$404,000.00	100.0%	\$0.00	\$404,000.00	100.0%
1997	\$394,000.00	\$394,000.00	100.0%	\$397,955.20	(\$3,955.20)	\$394,000.00	100.0%	\$0.00	\$394,000.00	100.0%
1998	\$421,500.00	\$421,500.00	100.0%	\$421,500.00	\$0.00	\$421,500.00	100.0%	\$0.00	\$421,500.00	100.0%
1999	\$339,654.00	\$339,654.00	100.0%	\$348,054.00	(\$8,400.00)	\$339,654.00	100.0%	\$0.00	\$339,654.00	100.0%
2000	\$409,500.00	\$409,500.00	100.0%	\$414,500.00	(\$5,000.00)	\$409,500.00	100.0%	\$0.00	\$409,500.00	100.0%
2001	\$454,500.00	\$454,500.00	100.0%	\$454,500.00	\$0.00	\$454,500.00	100.0%	\$0.00	\$454,500.00	100.0%
2002	\$382,354.00	\$382,354.00	100.0%	\$382,354.00	\$0.00	\$382,354.00	100.0%	\$0.00	\$382,354.00	100.0%
2003	\$338,529.82	\$338,529.82	100.0%	\$338,529.82	\$0.00	\$338,529.82	100.0%	\$0.00	\$338,529.82	100.0%
2004	\$343,854.00	\$343,854.00	100.0%	\$353,974.00	(\$10,120.00)	\$343,854.00	100.0%	\$0.00	\$343,854.00	100.0%
2005	\$324,287.10	\$284,987.28	87.8%	\$310,243.05	(\$28,107.00)	\$282,136.05	87.0%	\$0.00	\$282,136.05	87.0%
2006	\$305,400.60	\$287,900.60	94.2%	\$273,962.60	(\$2,000.00)	\$271,962.60	89.0%	\$0.00	\$271,962.60	89.0%
2007	\$303,137.10	\$270,637.10	89.2%	\$260,115.42	\$0.00	\$260,115.42	85.8%	\$0.00	\$260,115.42	85.8%
2008	\$290,899.36	\$290,899.36	100.0%	\$290,899.36	\$0.00	\$290,899.36	100.0%	\$0.00	\$290,899.36	100.0%
2009	\$356,236.00	\$351,411.62	98.6%	\$305,109.47	\$0.00	\$305,109.47	85.6%	\$0.00	\$305,109.47	85.6%
2010	\$364,475.00	\$67,820.20	18.6%	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%
2011	\$298,339.92	\$0.00	0.0%	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%
Total	\$6,230,666.90	\$5,541,547.98	88.9%	\$5,460,696.92	(\$62,582.20)	\$5,398,114.72	86.6%	\$0.00	\$5,398,114.72	86.6%



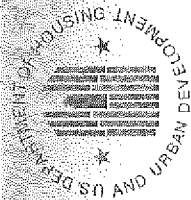
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Administrative Funds (AD)

Fiscal Year	Authorized Amount	Amount Authorized from PI	Amount Reserved	% Auth Rsvd	Balance to Reserve	Total Disbursed	% Rsvd Disb	Available to Disburse
1995	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
1996	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
1997	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
1998	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
1999	\$45,500.00	\$0.00	\$45,500.00	100.0%	\$0.00	\$45,500.00	100.0%	\$0.00
2000	\$45,500.00	\$0.00	\$45,500.00	100.0%	\$0.00	\$45,500.00	100.0%	\$0.00
2001	\$50,500.00	\$0.00	\$50,500.00	100.0%	\$0.00	\$50,500.00	100.0%	\$0.00
2002	\$50,300.00	\$0.00	\$50,300.00	100.0%	\$0.00	\$50,300.00	100.0%	\$0.00
2003	\$38,539.20	\$0.00	\$38,539.20	100.0%	\$0.00	\$38,539.20	100.0%	\$0.00
2004	\$38,206.00	\$0.00	\$38,206.00	100.0%	\$0.00	\$38,206.00	100.0%	\$0.00
2005	\$36,031.90	\$0.00	\$36,031.90	100.0%	\$0.00	\$36,031.90	100.0%	\$0.00
2006	\$33,933.40	\$0.00	\$33,933.40	100.0%	\$0.00	\$33,933.40	100.0%	\$0.00
2007	\$33,681.90	\$31.38	\$33,681.90	99.9%	\$31.38	\$33,681.90	100.0%	\$0.00
2008	\$32,686.60	\$18.30	\$19,449.64	59.4%	\$13,255.26	\$19,449.64	100.0%	\$0.00
2009	\$37,673.48	\$174.98	\$0.00	0.0%	\$37,848.46	\$0.00	0.0%	\$0.00
2010	\$37,598.60	\$0.00	\$0.00	0.0%	\$37,598.60	\$0.00	0.0%	\$0.00
2011	\$33,026.00	\$0.00	\$31,920.08	96.6%	\$1,105.92	\$31,920.08	100.0%	\$0.00
Total	\$513,177.08	\$224.66	\$423,562.12	82.5%	\$89,839.62	\$423,562.12	100.0%	\$0.00



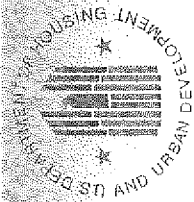
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CHDO Operating Funds (CO)

Fiscal Year	Authorized Amount	Amount Reserved	% Auth Rsvd	Balance to Reserve	Total Disbursed	% Rsvd Disb	Available to Disburse
1995	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
1996	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
1997	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
1998	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
1999	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2000	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2001	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2002	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2003	\$8,322.98	\$8,322.98	100.0%	\$0.00	\$8,322.98	100.0%	\$0.00
2004	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2005	\$18,015.95	\$0.00	0.0%	\$18,015.95	\$0.00	0.0%	\$0.00
2006	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2007	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2008	\$16,334.15	\$16,334.00	99.9%	\$0.15	\$16,334.00	100.0%	\$0.00
2009	\$18,749.25	\$18,749.00	99.9%	\$0.25	\$18,749.00	100.0%	\$0.00
2010	\$18,799.30	\$11,511.00	61.2%	\$7,288.30	\$846.63	7.3%	\$10,664.37
2011	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
Total	\$80,221.63	\$54,916.98	68.4%	\$25,304.65	\$44,252.61	80.5%	\$10,664.37



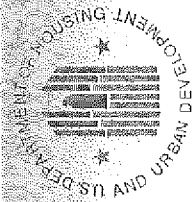
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CHDO Funds (CR)

Fiscal Year	CHDO Requirement	Authorized Amount	Amount Reserved to CHDOS	% Req Rsvd	Unreserved CHDO Amount	Funds Committed to Activities	% Rsvd Cmtd	Balance to Commit	Total Disbursed	% Disb	Available to Disburse
1995	\$75,000.00	\$75,000.00	\$75,000.00	100.0%	\$0.00	\$75,000.00	100.0%	\$0.00	\$75,000.00	100.0%	\$0.00
1996	\$60,600.00	\$60,600.00	\$60,600.00	100.0%	\$0.00	\$60,600.00	100.0%	\$0.00	\$60,600.00	100.0%	\$0.00
1997	\$59,100.00	\$59,100.00	\$59,100.00	100.0%	\$0.00	\$59,100.00	100.0%	\$0.00	\$59,100.00	100.0%	\$0.00
1998	\$24,950.00	\$24,950.00	\$24,950.00	100.0%	\$0.00	\$24,950.00	100.0%	\$0.00	\$24,950.00	100.0%	\$0.00
1999	\$68,250.00	\$68,250.00	\$68,250.00	100.0%	\$0.00	\$68,250.00	100.0%	\$0.00	\$68,250.00	100.0%	\$0.00
2000	\$68,250.00	\$68,250.00	\$68,250.00	100.0%	\$0.00	\$68,250.00	100.0%	\$0.00	\$68,250.00	100.0%	\$0.00
2001	\$75,750.00	\$75,750.00	\$75,750.00	100.0%	\$0.00	\$75,750.00	100.0%	\$0.00	\$75,750.00	100.0%	\$0.00
2002	\$75,450.00	\$75,450.00	\$75,450.00	100.0%	\$0.00	\$75,450.00	100.0%	\$0.00	\$75,450.00	100.0%	\$0.00
2003	\$57,808.80	\$57,808.80	\$57,808.80	100.0%	\$0.00	\$57,808.80	100.0%	\$0.00	\$57,808.80	100.0%	\$0.00
2004	\$57,309.00	\$57,309.00	\$57,309.00	100.0%	\$0.00	\$57,309.00	100.0%	\$0.00	\$57,309.00	100.0%	\$0.00
2005	\$54,047.85	\$54,047.85	\$54,047.85	100.0%	\$0.00	\$14,748.03	27.2%	\$39,299.82	\$11,896.80	22.0%	\$42,151.05
2006	\$50,900.10	\$50,900.10	\$50,900.10	100.0%	\$0.00	\$33,400.10	65.6%	\$17,500.00	\$17,462.10	34.3%	\$33,438.00
2007	\$0.00	\$50,522.85	\$50,522.85	0.0%	\$0.00	\$18,022.85	35.6%	\$32,500.00	\$7,501.17	14.8%	\$43,021.68
2008	\$49,002.45	\$49,002.45	\$49,002.45	100.0%	\$0.00	\$49,002.45	100.0%	\$0.00	\$49,002.45	100.0%	\$0.00
2009	\$56,247.75	\$56,247.75	\$51,423.37	91.4%	\$4,824.38	\$51,423.37	100.0%	\$0.00	\$33,534.28	65.2%	\$17,889.09
2010	\$56,397.90	\$56,397.90	\$0.00	0.0%	\$56,397.90	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2011	\$49,539.00	\$49,539.00	\$0.00	0.0%	\$49,539.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
Total	\$938,602.85	\$989,125.70	\$878,364.42	93.5%	\$110,761.28	\$789,064.60	89.8%	\$89,299.82	\$741,864.60	84.4%	\$136,499.82



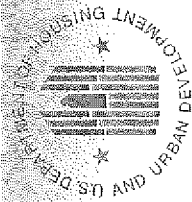
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CHDO Loans (CL)

Fiscal Year	Amount Authorized	Amount Reserved	Amount Committed	% Auth Cmtd	Balance to Commit	Total Disbursed	% Disb	Balance to Disburse
1995	\$7,500.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
1996	\$6,060.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
1997	\$5,910.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
1998	\$2,495.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
1999	\$6,825.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2000	\$6,825.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2001	\$7,575.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2002	\$7,545.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2003	\$5,780.88	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2004	\$5,730.90	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2005	\$5,404.79	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2006	\$5,090.01	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2007	\$5,052.29	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2008	\$4,900.25	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2009	\$5,624.78	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2010	\$5,639.79	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2011	\$4,953.90	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
Total	\$98,912.57	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00



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CHDO Capacity (CC)

Fiscal Year	Authorized Amount	Amount Reserved	Amount Committed	% Auth Cmtd	Balance to Commit	Total Disbursed	% Disb	Balance to Disburse
1995	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
1996	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
1997	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
1998	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
1999	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2000	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2001	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2002	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2003	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2004	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2005	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2006	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2007	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2008	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2009	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2010	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2011	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
Total	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00



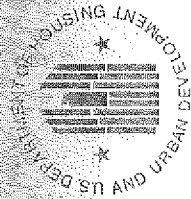
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Reservations to State Recipients and Sub-recipients (SU)

Fiscal Year	Amount Reserved to Other Entities	Amount Committed	% Rsvd Cmtd	Balance to Commit	Total Disbursed	% Disb	Available to Disburse
1995	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
1996	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
1997	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
1998	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
1999	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2000	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2001	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2002	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2003	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2004	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2005	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2006	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2007	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2008	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2009	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2010	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
2011	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00
Total	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	0.0%	\$0.00



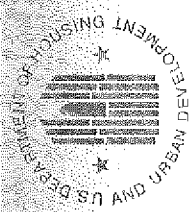
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Total Program Funds

(A) Fiscal Year	(B) Total Authorization	(C) Program Income Amount	(D) Committed Amount	(E) Net Disbursed for Activities	(F) Net Disbursed for Admin/OP	(G) Net Disbursed	(H) Disbursed Pending Approval	(I) Total Disbursed	(J) Available to Disburse
1995	\$500,000.00	\$0.00	\$500,000.00	\$500,000.00	\$0.00	\$500,000.00	\$0.00	\$500,000.00	\$0.00
1996	\$404,000.00	\$0.00	\$404,000.00	\$404,000.00	\$0.00	\$404,000.00	\$0.00	\$404,000.00	\$0.00
1997	\$394,000.00	\$0.00	\$394,000.00	\$394,000.00	\$0.00	\$394,000.00	\$0.00	\$394,000.00	\$0.00
1998	\$421,500.00	\$0.00	\$421,500.00	\$421,500.00	\$0.00	\$421,500.00	\$0.00	\$421,500.00	\$0.00
1999	\$385,154.00	\$0.00	\$339,654.00	\$339,654.00	\$45,500.00	\$385,154.00	\$0.00	\$385,154.00	\$0.00
2000	\$455,000.00	\$0.00	\$409,500.00	\$409,500.00	\$45,500.00	\$455,000.00	\$0.00	\$455,000.00	\$0.00
2001	\$505,000.00	\$0.00	\$454,500.00	\$454,500.00	\$50,500.00	\$505,000.00	\$0.00	\$505,000.00	\$0.00
2002	\$432,654.00	\$0.00	\$382,354.00	\$382,354.00	\$50,300.00	\$432,654.00	\$0.00	\$432,654.00	\$0.00
2003	\$385,392.00	\$0.00	\$338,529.82	\$338,529.82	\$46,862.18	\$385,392.00	\$0.00	\$385,392.00	\$0.00
2004	\$382,060.00	\$0.00	\$343,854.00	\$343,854.00	\$38,206.00	\$382,060.00	\$0.00	\$382,060.00	\$0.00
2005	\$360,319.00	\$0.00	\$284,987.28	\$282,136.05	\$36,031.90	\$318,167.95	\$0.00	\$318,167.95	\$42,151.05
2006	\$339,334.00	\$0.00	\$287,900.60	\$271,962.60	\$33,933.40	\$305,896.00	\$0.00	\$305,896.00	\$33,438.00
2007	\$336,819.00	\$313.86	\$270,950.96	\$260,429.28	\$33,681.90	\$294,111.18	\$0.00	\$294,111.18	\$43,021.68
2008	\$326,683.00	\$183.00	\$291,082.36	\$291,082.36	\$35,783.64	\$326,866.00	\$0.00	\$326,866.00	\$0.00
2009	\$374,985.00	\$1,749.80	\$353,161.42	\$306,859.27	\$18,749.00	\$325,608.27	\$0.00	\$325,608.27	\$51,126.53
2010	\$375,986.00	\$0.00	\$67,820.20	\$0.00	\$846.63	\$846.63	\$0.00	\$846.63	\$375,139.37
2011	\$330,260.00	\$0.00	\$0.00	\$0.00	\$31,920.08	\$31,920.08	\$0.00	\$31,920.08	\$298,339.92
Total	\$6,709,146.00	\$2,246.66	\$5,543,794.64	\$5,400,361.38	\$467,814.73	\$5,868,176.11	\$0.00	\$5,868,176.11	\$843,216.55



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Total Program Percent

(A) Fiscal Year	(B) Total Authorization	(C) Program Income Amount	(D) % Committed for Activities	(E) % Disb for Activities	(F) % Disb for Admin/OP	(G) % Net Disbursed	(H) % Disbursed Pending Approval	(I) % Total Disbursed	(J) % Available to Disburse
1995	\$500,000.00	\$0.00	100.0%	100.0%	0.0%	100.0%	0.0%	100.0%	0.0%
1996	\$404,000.00	\$0.00	100.0%	100.0%	0.0%	100.0%	0.0%	100.0%	0.0%
1997	\$394,000.00	\$0.00	100.0%	100.0%	0.0%	100.0%	0.0%	100.0%	0.0%
1998	\$421,500.00	\$0.00	100.0%	100.0%	0.0%	100.0%	0.0%	100.0%	0.0%
1999	\$385,154.00	\$0.00	88.1%	88.1%	11.8%	100.0%	0.0%	100.0%	0.0%
2000	\$455,000.00	\$0.00	90.0%	90.0%	10.0%	100.0%	0.0%	100.0%	0.0%
2001	\$505,000.00	\$0.00	90.0%	90.0%	10.0%	100.0%	0.0%	100.0%	0.0%
2002	\$432,654.00	\$0.00	88.3%	88.3%	11.6%	100.0%	0.0%	100.0%	0.0%
2003	\$385,392.00	\$0.00	87.8%	87.8%	12.1%	100.0%	0.0%	100.0%	0.0%
2004	\$382,060.00	\$0.00	90.0%	90.0%	10.0%	100.0%	0.0%	100.0%	0.0%
2005	\$360,319.00	\$0.00	79.0%	78.3%	10.0%	88.3%	0.0%	88.3%	11.6%
2006	\$339,334.00	\$0.00	84.8%	80.1%	10.0%	90.1%	0.0%	90.1%	9.8%
2007	\$336,819.00	\$313.86	80.4%	77.2%	9.9%	87.2%	0.0%	87.2%	12.7%
2008	\$326,683.00	\$183.00	89.1%	89.0%	10.9%	100.0%	0.0%	100.0%	0.0%
2009	\$374,985.00	\$1,749.80	94.1%	81.4%	4.9%	86.4%	0.0%	86.4%	13.5%
2010	\$375,986.00	\$0.00	18.0%	0.0%	0.2%	0.2%	0.0%	0.2%	99.7%
2011	\$330,260.00	\$0.00	0.0%	0.0%	9.6%	9.6%	0.0%	9.6%	90.3%
Total	\$6,709,146.00	\$2,246.66	82.6%	80.4%	6.9%	87.4%	0.0%	87.4%	12.5%

APPENDIX F

Citizen Comments on 2011 CAPER

**NOTICE OF AVAILABILITY, PUBLIC HEARING, AND
PUBLIC COMMENT PERIOD REGARDING:
2011 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR
HOUSING AND COMMUNITY DEVELOPMENT PROGRAMS**

ATTENTION: ALL HATTIESBURG, MISSISSIPPI RESIDENTS

The City of Hattiesburg, Mississippi, as required by the U.S. Department of Housing and Urban Development, has prepared a DRAFT 2011 Consolidated Annual Performance and Evaluation Report (CAPER). The report provides details on the activities proposed and completed during the 2011 program year using Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) entitlement funds.

The draft report will be available for review beginning February 22, 2012, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, until 5 p.m. March 23, 2012, at the following locations:

City Hall
200 Forrest Street
City Clerk's Office
Hattiesburg, MS 39401

Hattiesburg Public Library
329 Hardy Street
Hattiesburg, MS 39401

Forrest County Court House
641 Main Street
Hattiesburg, MS 39401

Jackie Dole Sherrill
Community Center
220 W. Front Street
Hattiesburg, MS 39401

C.E. Roy Community Center
300 East 5th Street
Hattiesburg, MS 39401

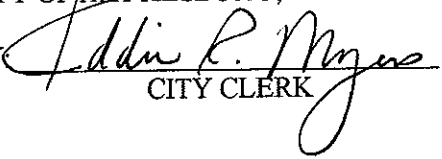
NOTICE is hereby given that the City of Hattiesburg Department of Federal & State Programs has scheduled a public hearing for Monday, March 12, 2012 at 5:30 p.m. in the City Council Chambers of City Hall for the purpose of affording citizens of Hattiesburg an opportunity to comment on the draft CAPER.

Comments related to the performance report may be mailed to Franklyn Tate, Director of Federal and State Programs City of Hattiesburg, P.O. Box 1898, Hattiesburg, Mississippi 39403-1898, or delivered to City Hall, First Floor, Department of Federal and State Programs, 200 Forrest Street. Comments will be considered through Friday, March 23, 2012.

PUBLISHED by Order of the Council on this, the 21st day of February 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY


CITY CLERK

(SEAL)

Johnny L. DuPree, Mayor

PUBLISH Twice in the Non-Legal Section: Friday, February 24, 2012 and Friday, March 2, 2012



City of Hattiesburg, MS

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

Master

File Number: 2012-0527

File ID: 2012-0527

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 02/14/2012

Brief Title: Entering into Maintenance Agreement with R J Young for a copier at the Water Billing Office

Final Action:

Minute Book Number: MB 2012-1/54

Title:

Authorize Mayor to enter into a Maintenance Agreement between the City of Hattiesburg and R J Young Company for maintenance on a copier located in the Water Billing Office in the amount not to exceed \$400.00 for the period beginning January 22, 2012.

Notes:

Sponsors:

Enactment Date:

Attachments: 02-21-Water Office Copier-RJ Young.pdf, executed RJ Young.water office

Enactment Number:

Contact:

Meeting Date: 02/21/2012

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/21/2012					

Text of Legislative File 2012-0527

Title

Authorize Mayor to enter into a Maintenance Agreement between the City of Hattiesburg and R J Young Company for maintenance on a copier located in the Water Billing Office in the amount not to exceed \$400.00 for the period beginning January 22, 2012.

Summary

Entering into Maintenance Agreement with R J Young for a copier at the Water Billing Office



City of Hattiesburg, MS

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

Master

File Number: 2012-0527

Supply Maintenance Plan Agreement

Customer Purchase Order

Billing Location

Install Location

Full Customer Name - Include Inc., Corp., LLC etc.
City of Hattiesburg - Water Billing Office

Customer Name
City of Hattiesburg - Water Billing Office

Department

County

Street Address
105 South Park

Street Address
105 South Park

City
Hattiesburg

State
MS

Zip+4
39401

City
Hattiesburg

State
MS

Zip+4
39401

Contact Name
Sherrie

Phone #
601-545-4604

Fax #

Key Operator
Sherrie

Phone #
601-545-4604

Fax #

Email

Email

Qty.	Manufacturer	Equip. ID	Model	Serial Number	Unit Price	Amount
1	Canon	927BK	IR 3225 Copier	DFR01652		

Trade-In/Buyout (Items to be picked up)

Total This Page

Total From Add'l
Equipment List

Sales Tax

Tax Exempt ☐ Yes ☒ No
Attach Exemption Certificate

Total

1) The equipment specified above will be provided at the following rates:

Commencement Date	SMP/Maintenance SMP	Total Minimum Payment	Minimum Billing Frequency	Overage Billing Frequency
1/22/2012		\$320.00	Annual	Annual
Monthly Minimum Number of B&W Copies 1500	Overage Rate per B&W Copy 0.017770	Monthly Minimum Number of Color Copies	Overage Rate per Color Copy	Agreement Includes ☐ Yes ☒ No Master Unit ☐ Yes ☒ No Color Supplies ☐ Yes ☒ No Drum/Photo Conductor ☐ Yes ☒ No Imaging Units ☐ Yes ☒ No Parts/Labor ☐ Yes ☒ No Toner/Dispersant ☐ Yes ☒ No Developer ☐ Yes ☒ No Other ☐ New Account ☒ New Equipment ☒ Upgrade ☐ Remanufactured ☐ Additional Unit ☐ Equipment ☐ MAM ☐ Used ☐ Yes ☒ No MICR Toner
Monthly Minimum Number of Square Feet	Overage Rate per Square Foot	Monthly Minimum Number of Linear Feet	Overage Rate per Linear Foot	
Monthly Minimum Number of B&W Prints	Overage Rate per B&W Print	Monthly Minimum Number of Color Prints	Overage Rate per Color Print	
Monthly Minimum Number of Misc	Overage Rate per Misc	Monthly Minimum Number of Misc 2	Overage Rate per Misc 2	

Remarks:

Renew contract on machine already in the field...

Beginning meter = 23,803 1/23/12

Additional terms and conditions on page 2.

Signature: *[Signature]*

Print Name: *[Signature]*

Title: *[Signature]*

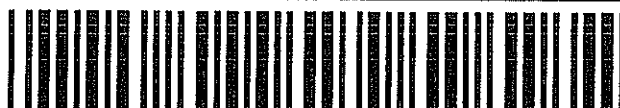
Date: 1-22-12

Sales Rep: *[Signature]*

Date: 1/22/12

Sales Manager:

Date:



2. The title to any and all products listed on the Sales Order remain with RJ Young Company (RJY) until full payment is received from you. Invoices are payable upon receipt unless prior written approval is received from the RJY corporate offices.
3. Without prior written approval of RJY you may not assign any of your rights or obligations under this Agreement or allow a lien or encumbrance of any kind to be placed upon any products for which you have not received title free and clear.
4. If payment is not paid when due, you will pay us a late charge of up to 15% of the amount of the payment or \$15.00 whichever is greater (or such lesser rate as is maximum rate allowed under applicable law). You also agree to pay \$35.00 for each returned check. Restrictive endorsements or additional terms on checks you send to us will not reduce your obligations to us.
5. If payment is not paid when due, we will have the right to take ONE OR MORE of the following actions, in addition to any and all other remedies that may be available to us under the law: (a) cancel this agreement without prior notice or warning to you; (b) file a law suit against you to collect all past due amounts, plus all our reasonable legal costs, including but not limited to reasonable attorneys' fees, reasonable overhead for employee time spent on preparing for suit or attempting to collect payments and mitigate our damages; (c) repossess the Equipment or apply to a court for an order allowing repossession for any Equipment for which you have not received title free and clear.
6. This Agreement, and other terms and conditions that you have acknowledged receipt of by signing this Sales Order, constitute the entire Agreement.
7. As a convenience to you and to further expedite this transaction for you, you agree that a photocopy, electronic image or facsimile of this Agreement which includes a photocopy, electronic image or facsimile of the signatures of both parties shall be as valid, authentic and legally binding as the original version for all purposes and shall be admissible in court as final and conclusive evidence of this transaction and of the execution of this document.

SMP AND/OR MAINTENANCE AGREEMENT

The following terms and conditions are in addition to the General Terms and Conditions above.

8. Service includes both labor and material for adjustments, repairs and replacement of parts as necessitated by normal equipment usage. Also included are regularly scheduled preventive maintenance and emergency service subject to provisions. The charge is based on the original geographic installation location of the machine and RJY must be notified whenever the geographical location of the equipment is changed. If the equipment has been moved to a new RJY service zone, a new agreement must be reached. For efficient and electronic meter reading, RJY utilizes specialized software that reports current meter readings on all print devices connected to your Network. Customer agrees that meters may be accessed and reported in this manner. Should the number of scans exceed the total of all prints and copies, we reserve the right to invoice these excess scans at \$.0025 per scan. This agreement does not cover overhauls on the machine.
9. Service calls will be made during normal business hours at the specified installation address. (Business hours are 8:00 a.m. to 5:00 p.m., Monday to Friday). Travel and labor time on calls made other than during normal business hours will be charged to Customer at established overtime rates.
10. Meter cards or fax forms will be provided to the Customer for monthly or quarterly billings. If forms are not received by the required date, an estimated meter will be used for billing purposes.
11. Customer agrees to make available a Key Operator for training purposes in the use of the equipment and agrees to notify RJY of any change in the Key Operator assignment.
12. Service will not be provided on equipment upon which there has been used unauthorized parts or supplies or that has been modified or used by unauthorized personnel to repair or change said equipment. Master or drums will not be replaced under this agreement when damage is caused by operator abuse or error. An initial master or drum charge may be required on older equipment.
13. This agreement shall be effective on the date of delivery of equipment if new equipment, otherwise on the commencement date listed on the contract and shall continue for a period of 12 months from the date and will automatically renew for consecutive 12 month periods unless written cancellation notice is given by either party 30 days prior to the end of the then current term. In the event of cancellation of this agreement for any reason, unused supplies shall be the property of RJY, although Customer may purchase the supplies at the then prevailing retail rates. Customer agrees to pay the periodic charges and upon failure to do so RJY may (1) terminate the agreement, (2) refuse to service the equipment or furnish supplies, (3) recover damages as a result thereof.
14. At the end of each contract anniversary date, the rate charge can increase without written notice to allow for cost increases.
15. This agreement is not refundable or transferrable to a third party. If the equipment is traded in on new equipment, any unused portion of the contract period charge shall be prorated and credited to the Customer.
16. This agreement may not be assigned by Customer without the written consent of RJY. This instrument contains the entire agreement between the parties and cannot be altered or amended except by an instrument in writing signed by the parties hereto. Any agreement containing variations from the printed terms set forth herein must be accepted and counter-signed by an officer of RJY at its offices in Nashville, Tennessee.
17. Sales or use tax shall be added where applicable.



City of Hattiesburg, MS

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

Master

File Number: 2012-0542

File ID: 2012-0542

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 02/14/2012

Brief Title: 309 McLeod Street / 302, 304 and 306 McLeod Street "Off-Site Parking" - Use Permit Upon Review - Set Review - Set Appeal Hearing

Final Action:

Minute Book Number: MB 2012-1/54

Title:

Acknowledge receipt of letter filed by Jim Gladden on behalf of Expert Tire of Hattiesburg, NOXQSI, John W. Lee, Jr., NAPA Auto Parts of Hattiesburg, Dorrance Aultman, Thomas W. Tyner, Louis F. Ruffin, and Tom Zachary, to appeal the Planning Commission's recommendation for the petition filed and represented by Sarah Newton, New Town Development, LLC, on behalf of Martha Barron Polk, owner, to allow a Use Permit Upon Review for "Off-Site Parking" in a B-3 (Community Business) District, for a certain property located at 309 McLeod Street (business Parcel [35-636-2-18](#) <tel:35-636-2-18>, PPIN 21832, Ward 4, and offsite parking at 302, 304 and 306 McLeod Street (parking Parcel [35-636-9-2](#) <tel:35-636-9-2>, PPIN 21870, Ward 4) (Hattiesburg Planning Commission recommended to APPROVE on February 1, 2012), set a public hearing before Council on March 19, 2012 at 4 PM, and authorize publication of Public Notice setting an appeal hearing.

Notes:

Sponsors:

Enactment Date:

Attachments: appeal letter and public notice item f

Enactment Number:

Contact:

Meeting Date: 02/21/2012

Drafter: Lisa Reid

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/21/2012					

Text of Legislative File 2012-0542

Title

Acknowledge receipt of letter filed by Jim Gladden on behalf of Expert Tire of Hattiesburg, NOXQSI, John W. Lee, Jr., NAPA Auto Parts of Hattiesburg, Dorrance Aultman, Thomas W. Tyner, Louis F. Ruffin, and Tom Zachary, to appeal the Planning Commission's recommendation for the petition filed and represented by Sarah Newton, New Town Development, LLC, on behalf of Martha Barron Polk, owner, to allow a Use Permit Upon Review for "Off-Site Parking" in a B-3 (Community Business) District, for a certain property located at 309 McLeod Street (business Parcel 35-636-2-18 <tel:35-636-2-18>, PPIN 21832, Ward 4, and offsite parking at 302, 304 and 306 McLeod Street (parking Parcel 35-636-9-2 <tel:35-636-9-2>, PPIN 21870, Ward 4) (Hattiesburg Planning Commission recommended to APPROVE on February 1, 2012), set a public hearing before Council on March 19, 2012 at 4 PM, and authorize publication of Public Notice setting an appeal hearing.

Summary

309 McLeod Street / 302, 304 and 306 McLeod Street "Off-Site Parking" - Use Permit Upon Review - Set Appeal Hearing

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Please publish in the Hattiesburg American Legal Section on March 2, 2012 to set hearing

Gladden Law Office, PLLC
117 North Main Street
Petal, Mississippi 39465

Phones:

601.450.3625
601.583.9898 (FAX)
866.754.0466 (E-Fax)

Mailing Address:
Post Office Box 1854
Hattiesburg, MS 39403
Email: gladdenlaw@megagate.com

February 02, 2012

Clerk of Council, City of Hattiesburg
Director of Department of Urban Development, City of Hattiesburg
Hattiesburg Zoning Administrator
City of Hattiesburg
City Hall
Hattiesburg, Mississippi 39401

FILED

FEB 02 2012

EDDIE B. JAYERS, CITY CLERK
By  Deputy Clerk

Re: Appeal of Recommendation of Hattiesburg
Planning Commission
The Matter of Zoning Application of Sarah Newton, New
Town Development, LLC

I represented the following individuals at the Hattiesburg Planning Commission hearing on February 01, 2012 regarding a zoning application from Sarah Newton, New Town Development, LLC, requesting a use permitted upon review to allow the construction of 56-space parking lot at 302, 304 and 306 McLeod Street, Hattiesburg, Mississippi:

1. Expert Tire of Hattiesburg, located at 205 Hardy Street; and which opposes the above application and placed a letter of opposition to the above request in the Planning Commission record;
2. NOXQIS Fitness Studio, LLC, located at 201 Hardy Street, and represented by Glen Norwood; and which opposes the above application and placed a letter of opposition to the above request in the Planning Commission record;
3. John W. Lee, Jr., who owns properties at 119 Hardy Street and 205 Hardy Street; and who opposes the above application and placed a letter of opposition to the above request in the Planning Commission record;
4. NAPA Auto Parts of Hattiesburg, located on McLeod Street; and which opposes the above application and placed a letter of opposition to the above request in the Planning Commission record;
5. Dorrance Aultman, Thomas W. Tyner and Louie F. Ruffin, who own property at 201-A Hardy Street; and who opposes the above application and placed a letter of opposition to the above request in the Planning Commission record; and

Clerk of City Council, City of Hattiesburg
Director of Department of Urban Development, City of Hattiesburg
Hattiesburg Zoning Administrator
City of Hattiesburg
February 02 2012
Page2

6. Tom Zachary, who operates a business at 201-A Hardy Street; and who opposes the above application and placed a letter of opposition to the above request in the Planning Commission record.

This is notice to the City of Hattiesburg that the above individuals are aggrieved with the recommendation of the Hattiesburg Planning Commission to approve the above zoning application. Under Section 17-1-17, Mississippi Code of 1972, as amended, the individuals and businesses are requesting that the City of Hattiesburg set a date and time at which a public hearing can be heard on this matter with due notice of the public hearing and publication of the time and date of said public hearing.

Upon determining the date and time of such public hearing, would you please inform me of the same. I thank you for your assistance in this matter.

Sincerely,

GLADDEN LAW OFFICE, PLLC



James W. Gladden, Jr.

JWG,Jr/pcg

cc: Mr. John W. Lee, Jr.
Expert Tire
NOXQIS Fitness Studio
NAPA Auto Parts of Hattiesburg
Dorrance Aultman
Thomas W. Tyner
Louie F. Ruffin

PUBLIC HEARING

NOTICE is hereby given that a petition has been petition filed and represented by Sarah Newton, New Town Development, LLC, on behalf of Martha Barron Polk, owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as allowed in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to allow a Use Permit Upon Review for "Off-Site Parking" in a B-3 (Community Business) District, for a certain property located at 309 McLeod Street (business Parcel 35-636-2-18, PPIN 21832, Ward 4, and offsite parking at 302, 304 and 306 McLeod Street (business Parcel 35-636-9-2, PPIN 21870, Ward 4), said property being more particularly described as follows, to-wit:

309 McLeod Street: 50 FT OFF S END 79-80-81 & 82 BLK 166

Parking Lot: LTS 48-49 & 50 BLK 173

After hearing, the Hattiesburg Planning Commission recommend that the petition be APPROVED, and opponents represented by James Gladden, Attorney, being aggrieved with the recommendation, filed a request for hearing before the Mayor and City Council of the City of Hattiesburg, as provided by law.

NOW, THEREFORE, NOTICE IS GIVEN that a public hearing in relation to the petition as hereinabove set forth will be held at 4 P.M., Monday, March 19, 2012 in the City Hall Building, 2nd Floor, City Council Room, 200 Forrest Street, Hattiesburg, Mississippi, at which time and at which said hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 21st day of February, A.D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie Myers /s/
CITY CLERK

(SEAL)

Publish (1) Friday, March 2, 2012
City of Hattiesburg
Return PROOF to City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898



City of Hattiesburg, MS

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

Master

File Number: 2012-0548

File ID: 2012-0548

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 02/15/2012

Brief Title: Acknowledge receipt of executed Homeland Security Grant in the amount of \$5,000.00.

Final Action:

Minute Book Number: MB 2012-1/54

Title:

Acknowledge receipt of State Homeland Security Grant NO: 10HS205T(\$54,500.00) and Grant NO: 10HS205T2(\$ 5,000.00).

Notes:

Sponsors:

Enactment Date:

Attachments: Grant Documents

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	02/21/2012					

Text of Legislative File 2012-0548

Title

Acknowledge receipt of State Homeland Security Grant NO: 10HS205T(\$54,500.00) and Grant NO: 10HS205T2(\$ 5,000.00).

Summary

Homeland Security Grant Award (additional grant from 2010 funding)

Budget Information

Expenditure Type

Purchasing Item

Publication Information



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HOMELAND SECURITY

HALEY R. BARBOUR
GOVERNOR

ALBERT SANTA CRUZ
COMMISSIONER

STATE HOMELAND SECURITY GRANT PROGRAM AWARD

DATE OF AWARD: July 14, 2011 GRANT NO: 10HS205T
SUB-GRANTEE: CITY OF HATTIESBURG (TASK FORCE FUNDS)
PROGRAM NAME: Fiscal Year 10 ODP Homeland Security Grant Program
GRANT PERIOD: 08/01/2010 to 06/30/2012
AWARD AMOUNT: \$54,500.00

Under the State Homeland Security Grant Program, the Department of Public Safety hereby awards to the aforementioned sub-grantee, a grant in the amount shown above for the purchase of equipment, for planning, training, exercise management and administrative costs. The allowable expenditures for these monies are described in detail in the Department of Homeland Security Guidelines, which can be accessed via Department of Homeland Security website at www.dhs.gov. These funds are to be used by your jurisdiction to enhance existing capabilities in order to develop the initial capacity within the state of Mississippi to respond to acts of domestic and international terrorism, the use of weapons of mass destruction and biochemical agents.

The projects and objectives outcome to be accomplished during the performance period of this grant will be in the form of equipment, selected from the approved equipment list, planning, training, exercise, management and administrative cost. All must be in compliance with the State Homeland Security Grant Program Guidance.

The sub-grantee hereby assures and certifies that it will comply with regulations, policies, guidelines and requirements set forth in the DOJ Financial Guide and the Standard Assurances as they relate to the application, acceptance, and use of federal funds. The grantee hereby assures and certifies that it will comply with regulations, policies, guidelines and requirements set forth in Local, State and Federal purchasing laws and in stipulations set forth in attached grant recipient agreement.

This award document is your authorization to expend jurisdiction funds. Expenditures incurred prior to the execution of this grant award period are not allowable. Reimbursements and advances will only be provided once a month. A signed copy of said agreement must be returned to DPS prior to release of payment. If your jurisdiction has not expended funds prior to the end of the grant period, this office will redistribute these funds accordingly.

Acceptance for the Sub-Grantee:

Sub-Grantee _____ Date _____
J.W. Ledbetter _____ Date _____
Director



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HOMELAND SECURITY

HALEY R. BARBOUR
GOVERNOR

ALBERT SANTA CRUZ
COMMISSIONER

STATE HOMELAND SECURITY GRANT PROGRAM AWARD

DATE OF AWARD: July 14, 2011 GRANT NO: 10HS205T2
SUB-GRANTEE: CITY OF HATTIESBURG (REGIONAL RESPONSE)
PROGRAM NAME: Fiscal Year 10 ODP Homeland Security Grant Program
GRANT PERIOD: 08/01/2010 to 06/30/2012
AWARD AMOUNT: \$5,000.00

Under the State Homeland Security Grant Program, the Department of Public Safety hereby awards to the aforementioned sub-grantee, a grant in the amount shown above for the purchase of equipment, for planning, training, exercise management and administrative costs. The allowable expenditures for these monies are described in detail in the Department of Homeland Security Guidelines, which can be accessed via Department of Homeland Security website at www.dhs.gov. These funds are to be used by your jurisdiction to enhance existing capabilities in order to develop the initial capacity within the state of Mississippi to respond to acts of domestic and international terrorism, the use of weapons of mass destruction and biochemical agents.

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Acceptance for the Sub-Grantee:

Sub-Grantee _____ Date 7/11/12
J.W. Ledbetter _____ Date _____
Director



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HOMELAND SECURITY

HALEY R. BARBOUR
GOVERNOR

STEPHEN B. SIMPSON
COMMISSIONER

May 12, 2011

Robert Pickering, MOHS Task Force 3 Leader
#1 Government Plaza
Hattiesburg, MS 39401

Dear Mr. Pickering:

Enclosed you will find your Homeland Security Cooperative Agreement for the Local Homeland Security Program Fiscal Year 2010. This Cooperative Agreement is for the Task Force and Regional Response Programs.

Please thoroughly read the Cooperative Agreement as changes have been made for Fiscal Year 2010 (**Article VIII, Letter C, Number 6 & 7**). Your completed Cooperative Agreement must be returned to our office by **June 20, 2010**. The following line items and amounts are to be listed on your Budget Detail Worksheets:

Task Force Funds

Salaries – Don McCrory (TF 3 Coordinator) \$45,000.00

Office Supplies – Don McCrory \$500.00

Meeting Expenses – Robert Pickering \$1,000.00
Don McCrory \$500.00

Travel – Don McCrory \$7,500.00

Regional Response Funds

Maintenance Contracts - \$5,000.00 (ones listed in submitted and approved spend plan)

Please make sure that you complete the following documents when you are returning your Cooperative Agreement;

- P. 8
P. 21
P. 23
P. 24
1. Article IX Execution form
 2. Designation of Subgrantee Grant Administrator (SGA Form)
 3. Completed Budget Detail Worksheets for both programs
 4. Scope of Work (Budget Narrative/Justification)

5. You must also submit a copy of your most recent financial audit with your completed Cooperative Agreement. **An Award Letter will not be issued until we receive your completed Cooperative Agreement and a copy of your financial audit.**

If you should have any questions, please contact our grants staff and we will be glad to answer any questions you may have. You may contact us at 601-346-1500.

Sincerely,

A handwritten signature in black ink, appearing to read 'Penny N. Corn', with a long horizontal flourish extending to the right.

Penny N. Corn, Grants Director
Mississippi Office of Homeland Security

**STATE OF MISSISSIPPI
AND
GOVERNOR HALEY R. BARBOUR**



**DOMESTIC PREPAREDNESS COOPERATIVE
AGREEMENT**

BETWEEN

**THE EMERGENCY MANAGEMENT DISTRICT AND THE CITY OF
HATTIESBURG, MS (JOINTLY)**

AND

DEPARTMENT OF PUBLIC SAFETY



DOMESTIC PREPAREDNESS COOPERATIVE AGREEMENT (CA)

This Cooperative Agreement is entered into between the Mississippi Department of Public Safety, hereto referred to as *Grantee*, and The Emergency Management District and The City of Hattiesburg, Mississippi (Jointly), hereto referred to as *Subgrantee*.

Article I. Purpose

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

Article II. Scope of Work

The objectives and project outcomes outlined within the performance period of this Cooperative Agreement will be supportive of the priorities defined in the State Homeland Security three (3) year strategic plan in the form of equipment, planning, training, exercise, management and administration funding and shall be in compliance with the Office of Grants and Training Homeland Security Grant Program Guidance.

Article III. Period of Performance

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

Article IV. Roles and Responsibilities

A. Local Sub-grantee

1. The local *Sub-grantee* shall be City of Hattiesburg and the Emergency Management District desiring to develop or improve their ability to combat the affects of a terrorism event through the purchase of specialized equipment as identified in the published OGT selected equipment list.

2. The chief elected officials of the *Sub-grantee jurisdiction* is the local official responsible for committing to the terms of this CA, budgeting local funds to purchase equipment, and for executing this CA on behalf of the *Sub-grantee jurisdiction*.
3. The **COUNTY EMERGENCY MANAGER** shall be the principle local official appointed by the *Sub-grantee's* public official as the Sub-grantee Grant Administrator (SGA). Said Team Leader will be responsible for developing the team enhancement plan and providing investment justification for team expenditure of funds. Team Leader will be responsible for obtaining project approval from respective local government officials and reporting and submitting applications to Grantee. Also team leaders will handle equipment distribution, training, and obtaining and submitting supporting documentation and requests for reimbursement on behalf of the *Sub-grantee to Grantee*. **The SGA shall be responsible for reporting to the Mississippi Office of Homeland Security (MSOHS) via the Initial Strategy Implementation Plan (ISIP) and the Biannual Strategy Implementation Report (BSIR).**
4. The name and contact information for the SGA and record of appointment by local officials shall be included as part of this Cooperative Agreement.
5. Sub-grantee agrees that if the response team, which received property through this Cooperative Agreement, ceases to function, Sub-grantee will return all such property to the Grantee and executes all documents necessary to transfer title of the property to the Grantee.

B. Homeland Security Program Guidance

The Homeland Security Grant Program (HSGP) through the State Homeland Security Program (SHSP) provides funds for homeland security and emergency operations planning; the purchase of specialized equipment to enhance the capability of State and local agencies to prevent, respond to, and mitigate incidents of terrorism involving the use of chemical, biological, radiological, nuclear, and explosive (CBRNE) weapons and cyber attacks; for costs related to the design, development, and conduct of a State CBRNE and cyber security training programs and attendance at OGT-sponsored CBRNE training courses; for costs related to the design, development, conduct, and evaluation of CBRNE and cyber security exercises; and for costs associated with implementing State Homeland Security Assessments and Strategies (SHSAS). See Homeland Security Program for specific guidance, policies, and reporting requirements.

C. State Grantee

1. The *Grantee* shall be the Mississippi Department of Public Safety – Office of Homeland Security acting on behalf of the State of Mississippi.

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

Article V. Funding Consideration

The *Grantee* POC will receive and review *Sub-grantee's* application and forward it to the Mississippi Department of Public Safety – Office of Homeland Security for approval. After approval the *Grantee* will issue a sub-grant award letter, which authorizes the *Sub-grantee* to expend local funds and be reimbursed pursuant to the terms of this CA. **Local funds expended prior to the date of the award letter are not authorized to be reimbursed.** When the *Sub-grantee* has expended funds awarded, the SGA will prepare and submit a Request for Reimbursement to the *Grantee POC*. This request shall contain all appropriate supporting documentation to substantiate expenses made in accordance with all applicable requirements. The *Grantee POC* will review the reimbursement package for completeness and forward to the *Grantee* Office of the Comptroller for payment.

- A. The *Grantee* will not be liable under this Agreement for any amount greater than the award allocated by the Office of Grants and Training to the State for the grant performance period.
- B. No cost or obligation shall be incurred by the *Grantee* under this Agreement unless and until the *Grantee* advises the *Sub-grantee* in writing that the application has been approved and funds are available.
- C. Reimbursement will be made by the *Grantee* to the *Sub-grantee* based on the **Mississippi Sub-grantee Reporting Worksheet**. Required documentation must accompany the worksheet.
- D. Reimbursement is contingent upon the funds being expended in accordance with all applicable local and state regulations, as well as Federal guidelines, and submission for reimbursement made in accordance with DPS administrative procedures.
- E. *Sub-grantee's* request for advance of funds to support purchase of equipment or other expenditure must be requested in writing to the grantee POC explaining the justification for the request. Reasons, i.e., shortage of local funds or items not

contained in current annual jurisdictional budget must be accompanied by purchase orders. No requests for advance of funds will be granted for amounts less than \$2,500.00.

- F. *Sub-grantee's* request for Reimbursement and other required financial reports will be submitted to the *Grantee* with a copy of all receipt(s) or invoices showing that authorized equipment has been paid for in full by *Sub-grantee* and attached to an approved grant application.

Article VI. Maintenance, Replacement Costs and Use of Equipment

Equipment purchased under the terms of this CA will be stored, maintained and used in accordance with the purpose and objectives of the State Strategic Plan and this Cooperative Agreement. The equipment may be used for terrorism training, for exercise purposes, and in response to an actual terrorism event. If the equipment is used in response to a non-terrorist related event, then any maintenance or replacement costs may be the sole responsibility of the *Sub-grantee*.

Article VII. Nonperformance

Failure by the *Subgrantee* to comply with the terms of this Cooperative Agreement may result in suspension from the program and loss of any outstanding grant fund allocation balance, as determined by the *Grantee*. Failure to expend all grant funds awarded (by date stated on Awards Letter) and to comply with Grantee request and guidelines will result in the reallocation of unspent grant funds and the immediate redistribution of all equipment purchased with grant funds. In addition, the failure to maintain adequate response capability (as determined by the MOHS) will also result in the reallocation of grant funds and the immediate redistribution of all equipment purchased with grant funds.

Article VIII. Administrative Provisions

A. General

The *Grantee* and *Sub-grantee* agree to carry out the administrative and financial requirements of this Agreement in accordance with the policies and procedures established by the Office of Grants and Training and set forth in other applicable state and federal guides.

B. Reports

- 2. Initial Strategy Implementation Plan (ISIP) is a detailed report of the planned activities associated with OGT grant funding. All funds provided must be linked to one or more projects, which in turn must support specific goals or objectives in the State Homeland Security Strategy.

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

C. Other Provisions

1. Nothing in this agreement is intended to conflict with current laws or regulations of Mississippi or your jurisdiction. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
2. Sub-grantee is required to ensure that grant monies are used to support all disciplines and departments, specifically those jurisdictions located within the team area of responsibility. They are encouraged to work together in determining and prioritizing their needs and requirements prior to submitting their plan. **The team must establish a board of governance from officials within the team area of operation to facilitate the management of team funding.**
3. The Planner and Trainer employed by your jurisdiction using the Homeland Security Grant Program funds day-to-day assignment is the responsibility of the Team Leader. The Office of Homeland Security reserves the right to DIRECTLY assign TASKS to the Planner and Trainer and follow-up coordination with the team leader.
4. The Office of Homeland Security will only support the salaries of two positions for the response team. The salary will not exceed \$40,000 a year (plus fringe benefits) per position. The positions are to support the training and planning efforts of the team and the team's area of responsibility. No other positions will be funded or supported by this office.
5. Subgrantee is required to submit with the signed Cooperative Agreement a copy of their most recent financial audit.

If the subgrantee (organization/jurisdiction) expends \$500,000 or more in federal funds (from all sources including pass-through sub awards) in the subgrantee's (organization/jurisdiction) fiscal year (12-month turnaround reporting period) is required to have a single organization/jurisdiction wide audit conducted in accordance with the provisions of the Office of Management and Budget (OMB) Circular A-133.

6. Request for Reimbursement are required to be sent to the Mississippi Office of Homeland Security on a quarterly basis. **All grant funds will be frozen if Reimbursement Request are not sent quarterly to the Mississippi Office of Homeland Security.**

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

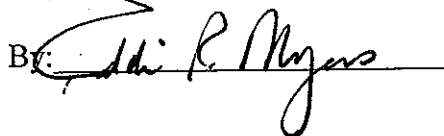
Article IX. Execution

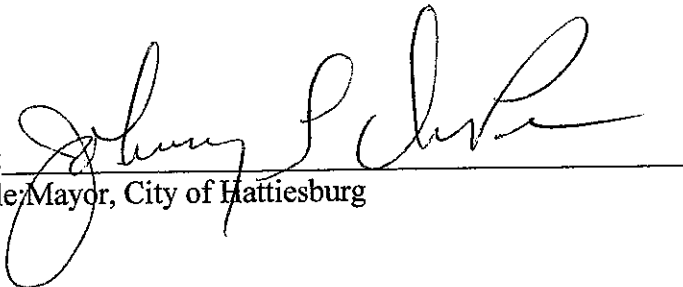
IN WITNESSES WHEREOF, the parties names herein have duly executed this Cooperative Agreement on the date set forth below:

SUBGRANTEE: CITY of HATTIESBURG

ATTEST:

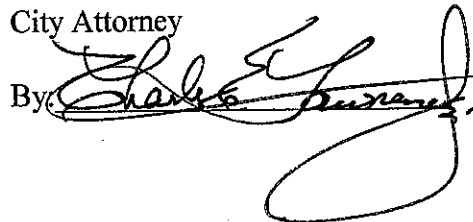
City Clerk

By: 

By: 
Title: Mayor, City of Hattiesburg

APPROVED AS TO FORM:

City Attorney

By: 

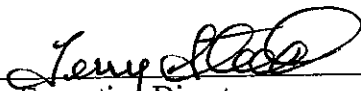
Date: 06-07-11

SUBGRANTEE: EMERGENCY MANAGEMENT DISTRICT

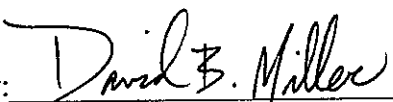
ATTEST:

Clerk of the Board

By: 

By: 
Title: Executive Director

APPROVED AS TO FORM:

By: 
County Attorney

Date: 6/15/11

DUNS Number: 07-944-8130

GRANTEE: MISSISSIPPI OFFICE OF HOMELAND SECURITY

By: _____
Executive Director

Date: _____

Board of Governance Signatories':

By: _____ Date: _____

For: _____ of _____

By: _____ Date: _____

For: _____ of _____

By: _____ Date: _____

For: _____ of _____

By: _____ Date: _____

For: _____ of _____

By: _____ Date: _____

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By: _____ Date: _____

For: _____ of _____

By: _____ Date: _____

For: _____ of _____

HOMELAND SECURITY PROGRAM FISCAL YEAR 2010

TOTAL AWARD: Task Force Award - \$54,500.00
RRT Award - \$5,000.00

Allowable Equipment Costs

Allowable equipment categories for FY10 HSGP are listed on the web-based Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB), which is sponsored by OGT and the Oklahoma City National Memorial Institute for the Prevention of Terrorism (MIPT) at <http://www.rkb.us>. The website is designed to provide emergency responders, purchasers, and planners with a trusted, integrated, online source of information on products, standards, certifications, grants, and other equipment related information. By integrating this information, which includes the Inter-Agency Board's (IAB) Standardized Equipment List (SEL) and the AEL from OGT, into one location, responders, vendors, standards organizations, training facilities, and grant making organizations have a trusted first source to answering questions such as:

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

The FY10 HSGP AEL is housed on the RKB and relies heavily on the SEL developed by the IAB for Equipment Standardization and Interoperability. The 2010 AEL has been modified to facilitate cross-referencing of the SEL in an effort to eliminate redundancy. Both the AEL and SEL are available on the RKB, which also offers an interactive version that provides links to corresponding SEL items and commercial products. In some cases, items on the SEL are not allowable under FY10 HSGP or will not be eligible for purchase unless specific conditions are met. In addition, some items eligible under this grant program are beyond the scope of the SEL and thus will only appear in the AEL.

Planning Costs Allowable

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

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

- Costs associated with the implementation and adoption HSPD-8 initiatives
- Costs associated with the implementation and adoption of NIMS
- Costs associated with the modifying existing incident management and emergency operations plans to ensure proper alignment with the NRP coordinating structures, processes, and protocols

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

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

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

Develop or conduct assessments, including but not limited to:

- Conduct point vulnerability assessments at critical infrastructure sites/key assets and develop remediation/security plans
- Conduct cyber risk and vulnerability assessments

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

Allowable Training Costs

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

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

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

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

OGT provides the following definitions of key training terms to facilitate a common understanding of the FY10 HSGP guidance:

- **OGT Courses:** Those courses developed for and or delivered by institutions and organizations funded by OGT.

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

- **Non-Federal Courses:** Those courses developed for and or delivered by institutions or organizations other than federal entities or OGT.

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

- **Level of Training.** The state or urban area will identify the level(s) of training of the course(s) and materials submitted. Each submission must be identified as Awareness, Performance–Defense (Occupational Safety and Health Administration (OSHA) Operations), Performance–Offensive (OSHA Technician), or Planning/Management (OSHA Incident Command) levels. More detailed descriptions can be found at <http://www.ojp.usdoj.gov/odp/training.htm> or <http://www.osha.gov>.

- **Program of Instruction/Syllabus.** The program of instruction or syllabus is an outline or matrix of the course content. It addresses the scope of the training, course learning objectives, duration of the training (broken-down by module, session, or lesson), resource requirements, instructor to student ratio and an evaluation strategy. These items are not all-inclusive, but are the minimum categories that should be addressed.

- **Training Support Package.** The training support package includes all of the materials associated with the delivery of a training course. The following items should be included:

- o **Instructor Guide/Instructor Outline/Instructor Lesson Plans:** The published instructor material that contains course text and special instructor notes that provides the information to deliver the material.

- o **Participant Manual/Guide/Workbook:** The published student material that contains the supporting information in booklet or handout form that the participant has available for reference.

- o **Audio/Visual Support Materials:** Any audio/visual components that are part of any learning module, session, lesson, or that supports the overall training being delivered.

- o **Special Support Materials:** Any descriptions of practical exercises, tabletop exercises, hands-on exercises, or other material that supports learning objectives.

- **Module/Session/Lesson Content.** Training courses should be designed based on a building block approach. Each sub-component in the course should be titled as a module, session, or

lesson. Regardless of the title, each module, session, or lesson, should have a Lesson Administration Page that outlines the following:

- o **Scope Statement:** A brief description of the content of the module, session, or lesson.
- o **Terminal Learning Objectives:** An action verb statement that outlines what the participant is expected to learn or be capable of performing at the conclusion of the module, session, or lesson. There should be only one terminal learning objective per module, session, or lesson.
- o **Enabling Learning Objectives:** Enabling learning objectives are the incremental learning objectives that support the terminal learning objective. There should be at least one enabling learning objective per module, session, or lesson. Each enabling learning objective must be a measurable performance statement that enables the participant to demonstrate achievement of the terminal learning objective.
- o **Resource List:** A listing of the resources needed to successfully accomplish the module, session, or lesson.
- o **Instructor to Participant Ratio:** The instructor to participant requirement for successful presentation of the material (e.g., 1:25).
- o **Reference List:** A listing of all reference materials used to develop the module, session, or lesson (This information may also be included as a bibliography).
- o **Practical Exercise Statement:** This describes any exercises associated with the module, session, or lesson.
- o **Evaluation Strategy:** This defines the strategy used to evaluate the module, session, or lesson (e.g., written and/or performance test).

Conditional Approvals of Non-OGT Courses: In contrast to FY04, no conditional approvals in advance of an independent third-party subject matter expert (SME) review will be granted in FY10 for use of OGT funds to develop or institutionalize non-OGT courses. OGT will require local jurisdictions to adhere to a streamlined course approval process. Please see *Appendix E: Overview of Approval Process for Non-OGT Developed Courses* for more information. Courses will either be approved or disapproved following this review process.

Attending Other Federal Courses Related to CBRNE Terrorism: Local jurisdictions are no longer required to submit requests for personnel to attend certain Federal courses that fall within the OGT mission scope of preparing state and local personnel to prevent, respond to, and recover from acts of terrorism involving CBRNE weapons. In lieu of requesting approval, local jurisdictions will be required to submit information on all federal training they are supporting with OGT funds via the Training section of the OGT website (<http://www.ojp.usdoj.gov/odp/training.htm>). This information will consist of course title, level of the training, the training provider, the date of the course, the number of individuals to be trained, and the sponsoring jurisdiction. Several broad categories of courses will automatically be included in the list of eligible federal courses:

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

A list of federal courses that fall within the OGT mission scope is included in *Appendix F: Federal Training Course List*. These courses must build additional capabilities that 1) meet a specific need identified through the homeland security assessment process, and 2) comport with the State or Urban Area Homeland Security Strategy.

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

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

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

Eligibility of Search and Rescue, Special Weapons and Tactics (SWAT), and Medical Trauma Courses: On September 1, 2004, OGT issued Information Bulletin #132 on the Interagency Security Plan, available at <http://www.ojp.usdoj.gov/odp/docs/bulletins.htm>. In this bulletin, OGT expanded the allowable use of grant funds to support additional training in the areas of search and rescue, SWAT, and medical trauma provided certain requirements were met. The following sections provide further detail on these initiatives.

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

- o NFPA 1670, *Standard on Operations and Training for Technical Rescue and Search Incidents*

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

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

If the basic, foundational USAR course fully addresses the fire service and or hazardous materials sections included in the *OGT Emergency Responder Guidelines* and the *OGT*

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

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

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

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

- o Local jurisdictions shall conduct training in compliance with state and local regulations and policies governing the certification of SWAT personnel.

- o Trainees shall be sworn officers and shall have completed a Basic SWAT school accredited by the appropriate state-level criminal justice organization.

- o Training shall be conducted by instructors certified by a state or national level criminal justice organization

- o The State or Urban Area shall develop and implement a safety plan excluding service ammunition and weapons from the training site and shall not employ live chemical agents (to include OC) or impact weapons during the training

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

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

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

- o Local jurisdictions shall conduct training in compliance with NFPA 473, *Standard for Competencies for EMS Personnel Responding to Hazardous Materials Incidents*.

- o Local jurisdictions shall conduct training in compliance with state and local regulations and policies governing the certification of EMS providers.

- o Local jurisdictions shall coordinate their efforts with the closest MMRS jurisdiction.

- o Trainees shall have completed a basic Emergency Medical Technician (EMT) certification per the state or local accreditation requirements. This type of training may not be funded with ODP monies.

- o If a foundational medical trauma course fully addresses the emergency medical services sections included in the *OGT Emergency Responder Guidelines* and the *OGT Homeland Security Guidelines for Prevention and Deterrence*, no additional CBRNE-specific training is necessary for eligibility purposes. However, if the foundational medical trauma course does **not** fully address the emergency medical services sections included in the *OGT Emergency Responder Guidelines* and the *OGT Homeland Security Guidelines for Prevention and Deterrence*, then the student must also complete follow-on CBRNE awareness training within a reasonable timeframe in order for the foundational medical trauma course to be considered an allowable use of OGT funds.

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

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

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

Allowable Exercise Costs:

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

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

Exercise Scenarios: The scenarios used in SHSP, UASI, and LETPP-funded exercises must be terrorism-related and based on the state/urban area's homeland security strategy and plans. Acceptable scenarios for exercises include: chemical, biological, radiological, nuclear, explosive, cyber and agricultural. Grantees that need further clarification on scenarios should consult with their ODP Exercise Manager for assistance and/or approval. Fifteen all-hazards National Planning Scenarios, including twelve terrorism scenarios, have been developed, and will be made available for use in national, federal, state, and local homeland security preparedness activities (See *HSPD-8: National Preparedness* on page 48). Citizen participation in exercises is encouraged to include back filling non-professional tasks for first responders deployed on exercise, administrative and logistical assistance with exercise implementation, and providing simulated victims, press, and members of the public. Citizen participation in exercises should be coordinated with local Citizen Corps Council(s).

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

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

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

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

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

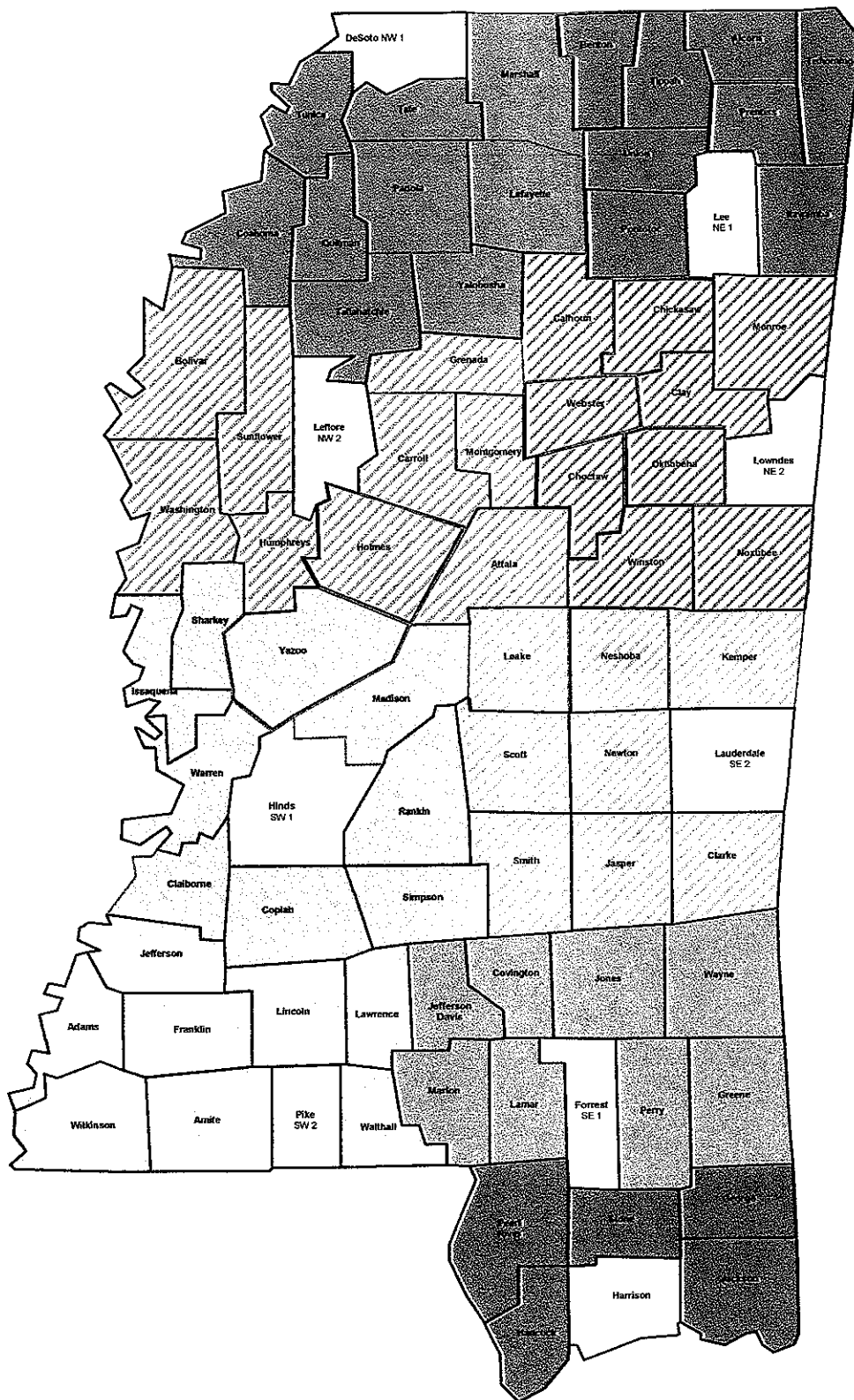
Allowable Management and Administrative Costs:

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

- **SHSP, UASI, LETPP, CCP, MMRS:** No more than **5% of the total amount** allocated to the state for each program within HSGP may be retained at the state level and used for M&A purposes. These state M&A funds must be included in the total funds retained by the state. In addition, local jurisdiction subgrantees may retain and use up to **2.5% of their subaward from the state for local M&A purposes with MOHS approval**. *Note: M&A costs are not allowed for either the state or designated recipients for UASI allocations to nonprofit organizations.*

Unauthorized Program Expenditures:

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



**Regional Response Team
Areas of Operation
April 15, 2010**

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

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

Name: ROBERT PICKERING Title: TASK FORCE III, LEADER
(Sub-grantee Grant Administrator)

Organization Name: HATTIESBURG POLICE & FIRE TRAINING ACADEMY

Mailing Address: 53 ACADEMY DRIVE

City: HATTIESBURG, MS Zip Code: 39401

Telephone Number: (601) 545-4650 Fax Number: () 601-545-4652

Cellular Number: (601) 270-8728 Pager Number: () _____

Email Address: RPICKERING@hattiesburgms.com

Appointed by: ROBERT PICKERING Date: 6/14/2011
(Print Sub-grantee Official's Name)

Signed: [Signature] Title: TASK FORCE III, LEADER
(Signature)

ALLOWABLE PROJECTS, GOALS & OBJECTIVES:

PROJECT:

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

GOAL:

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

Objectives:

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

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

PROJECT:

Establish/enhance statewide deterrence/prevention and response efforts.

GOAL:

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

Objectives:

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

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

Planning Budget Detail Worksheet

FY 2010

Jurisdiction: SE1 RRT Hattiesburg Grant #####

Planning Budget Category	Item	Amount
Personnel	\$40,000.00 Don	\$40,000.00
Sub-Total		
Contractors/Consultants		
Sub-Total		
Travel	\$7,500.00 Don	\$7,500.00
Sub-Total		
Meeting Expemses	\$1000.00	\$1,000.00
	\$500.00	\$500.00
Sub-Total		
Office Supplies	\$500.00 Don	\$500.00
Sub-Total		
Total Jurisdictional Allocation		\$49,500.00

Fiscal Year 2010 State Domestic Preparedness Equipment Program Equipment Purchase Budget Detail Worksheet and Impact of Funding Table

FY 2010

Jurisdiction: SE1 RRT Hattiesburg Grant #####

Category	Item	Quantity	Total Cost	Items to Each Discipline (s)	Allocation to Each Discipline (s)
Personal Protective Equipment					
Explosive Device Mitigation and Remediation Equipment					
CBRNE Search & Rescue Equipment	Air Monitor Annual Calibration Contract	1	\$5,000.00	FS	FS 1
Interoperable Communication Equipment					
Physical Security Enhancement Equipment					
Terrorism Incident Prevention Equipment					
CBRNE Logistical Support Equipment					
CBRNE Incident Response Vehicle					
Medical Supplies and Limited Types of Pharmaceuticals					
CBRNE Response Watercraft					
Intervention Equipment					

Cyber Security Enhancement Equipment					
Other Authorized Equipment	Unforeseen Maintenance Cost	1	\$5,000.00	FS	FS 1
Total:			\$10,000.00		

List of Suggested Abbreviations

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



City of Hattiesburg, MS

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

Master

File Number: 2012-0547

File ID: 2012-0547

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 02/14/2012

Brief Title: Acknowledge contract with L&A Contracting Co. for
Sludge Removal

Final Action:

Minute Book Number: MB 2012-1/54

Title:

Acknowledge execution of contract with L&A Contracting Company for
Sludge Removal approved on November 8, 2011 at Minute Book No.
2011-6/168 - 169

Notes:

Sponsors:

Enactment Date:

Attachments: L&A Sludge Contract Rev signed 2-14-12

Enactment Number:

Contact:

Meeting Date: 02/21/2012

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/21/2012					

Text of Legislative File 2012-0547

Title

Acknowledge execution of contract with L&A Contracting Company for Sludge Removal
approved on November 8, 2011 at Minute Book No. 2011-6/168 - 169

Summary

Contract with L&A Contracting Co. for Sludge Removal

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**CONTRACT BETWEEN THE CITY OF HATTIESBURG AND
L&A CONTRACTING CO., FOR WASTEWATER SLUDGE REMOVAL AND
DISPOSAL**

This contract ("Contract") is entered into as of the 14 day of Feb, 2012, between the City of Hattiesburg and L&A CONTRACTING CO. whose principal office and place of business is located in Hattiesburg, Mississippi.

SECTION 1. General Description; Term; Definitions.

- a) Description. This contract provides for the furnishing of all labor, materials, and equipment required in connection with the dredging and disposal of the sludge from cells 3B and 3C, and a portion of cells 3D and 1 at the South Sewage Lagoon. This work must be performed in compliance with federal and state requirements.
- b) Term. The Contractor agrees to commence work under this Contract on or before a date to be specified in the Notice to Proceed and to fully execute the project within 210 consecutive calendar days thereafter.
- c) Definitions. In this Contract, including attachments, the following terms are used as indicated. "The City" is the City of Hattiesburg and "the Contractor" is L&A CONTRACTING CO., "wastewater sludge" is sludge from the City's wastewater lagoons. "The Work" is the obligation of the Contractor. "Conducting operations" is hauling, transferring, treating, applying, and/or disposing of sludge under this contract.

SECTION 2. Scope of Services; Attachments.

Contractor shall furnish all labor, materials, and equipment required in connection with the dredging and disposal of the sludge from cells 3B and 3C, and a portion of cells 3D and 1 at the South Sewage Lagoon. These areas have a total surface area of approximately 22 acres and a total depth of eight feet. Sludge depth is an average of two feet equaling approximately 13.1 million gallons of saturated sludge. Cells 3B, 3C, and 3D are unlined and bordered by polymer baffles on two sides and earthen levee banks on the other two sides.

The documents listed below are a part of this Contract:

- a) Attachment A: REQUEST FOR PROPOSALS FOR SOUTH SEWAGE LAGOON SLUDGE REMOVAL AND DISPOSAL
- b) Attachment B: RFP Addendums and Clarifications

SECTION 3. City Payment

Contractor shall invoice the City monthly for services performed in the preceding month and for payment for such services in accordance with the rates set forth in Section 4 below. Invoicing shall be in a form reasonably acceptable to the City and all information requested by the City shall be supplied. Such information shall include, but not be limited to, copies of logs verifying the volume of each truckload of sludge transported. The Contractor shall be paid within thirty (30) days of submission of an invoice for services rendered about which there is no dispute.

SECTION 4. Rates, Compensation; Adjustment of Rates

- a) The City shall pay Contractor for all services provided in this contract in accordance with the rates set forth below upon Contractor's satisfactory performance and Contractor's invoicing thereof. Payment shall be based on volume, as documented by the reports and records further described in Attachment A.

Dewatering Method and Other Details: Belt Press

Number of Consecutive Calendar Days to Complete Work: 210 Days

<i>Proposal Item Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Amount</i>
Mobilization/Demobilization	1	each	\$ 155,000.00	\$ 155,000.00
Removed Sludge (Dry Weight)	3,300	tons	\$ 355.00	\$ 1,171,500.00
Removal of Existing Aerators	23	each	\$ 1,150.00	\$ 26,450.00
Reinstallation of Existing Aerators	23	each	\$ 2,045.00	\$ 47,035.00
			PROPOSAL TOTAL	\$ 1,399,985.00

- b) Except as may be agreed to in writing by both parties, the rates shown in part a) above represent all of the compensation to be paid to Contractor under this contract, and include all related support services and their costs, including but not limited to such activities and costs as loading, hauling, permitting, administration and management, sampling and testing, gasoline costs, equipment costs, insurance,

overhead, and other costs.

- c) It is estimated that the total quantity of sludge the Contractor will remove pursuant to this contract will be 3,300 dry tons. The estimate in the preceding sentence is not a guarantee of a minimum or maximum quantity of sludge to be removed and payment shall be based on the actual amount of sludge handled, and on other services performed under this Contract.

SECTION 5. Termination; Suspension; Force Majeure.

- a) This contract may be terminated by either party for a material breach of the Contract by the other party. In the event of termination under this provision, the party terminating shall give written notice by mail to the other party and termination shall be effective on the date specified, but no earlier than 30 days from the date such written notice is deemed received pursuant to the provisions on mailed notice in this contract.
- b) In case of termination, all obligations that are still executory on both sides are discharged as of the effective date of the termination. However, rights based on prior breach or prior performance, the indemnification provisions, and the records retention provisions shall survive.
- c) Force Majeure. Performance by a party may be delayed, suspended, or terminated for the following reasons, provided that the reason is beyond the reasonable control of the party claiming Force Majeure and directly impacts the Work of this contract: Acts of God, such as landslides, lightning, earthquakes, hurricanes, tornadoes, floods, blizzards and other adverse and inclement weather; fires; explosions; acts of a public enemy; wars, blockades, or terrorist attacks; insurrections, riots or civil disturbances; labor disputes, such as strikes, slow-downs, or work stoppages occurring in Hattiesburg and the immediate environs of Hattiesburg; orders or judgments issued by a state or federal court or regulatory agency (with the exception of orders or judgments resulting from the willful or negligent action of the party relying thereon); and other similar causes or events. In the case of a claim of Force Majeure under this paragraph, the party making the claim shall give to the other party prompt written notice of the Force Majeure with reasonably full details concerning it. Thereupon the obligation of the party giving the notice, so far as they are affected by the Force Majeure, shall be suspended during, but no longer than, the continuance of the Force Majeure, without penalty. The affected party shall use all possible diligence to remove the Force Majeure as quickly as possible. In the event of a claim of Force Majeure, and suspension or termination of performance by one party, the obligations of the other party shall cease insofar as they are dependent upon the performance of the party claiming Force Majeure.

SECTION 6. Waiver.

No action or failure to act by the City shall constitute a waiver of a right afforded it under this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

SECTION 7. Notice.

When a notice is required or permitted by this contract, it shall be effected by written notice by delivery to, with a copy sent by fax:

City: Bert Kuyrkendall, P.E., Director of Engineering
City of Hattiesburg
PO Box 1898
Hattiesburg, MS 39403-1898
FAX number: 601-545-4642
bkuyrkendall@hattiesburgms.com

Contractor: C.T. Sutherland, Vice President
L&A CONTRACTING CO.
P.O. Box 16749
Hattiesburg, MS 39404
FAX number: 601-264-3922

A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Unless otherwise specified in this contract, any notice or other communication under this Contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given and received upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs. If notice is given by fax, follow-up notice shall be sent by the United States mail, and in that event, unless otherwise specified herein, notice shall be deemed received upon the date of receipt of the fax communication.

SECTION 8. Indemnification

- a) To the maximum extent allowed by law, Contractor shall indemnify and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this Contract as a result of acts or omissions of Contractor or Subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection (a) Contractor shall at its sole expense defend City with legal counsel reasonably acceptable to City. Nothing in this subsection (a) shall require any

defense, indemnification, or holding harmless as to Charges to the extent arising out of negligent acts or omissions of the City.

- b) Definitions. As used in subsection (a) above -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, obligations, fines, penalties, royalties, settlements, and expenses (including interest and reasonable attorneys' fees assessed as part of any such item). Without limiting in any way the foregoing definition of "Charges", "Charges" shall include any such item referred to in the preceding sentence that involves any actual or alleged pollution or any alleged violation of any Federal, State, or local stormwater control or other environmental law, rule, or regulation (including but not limited to any such alleged pollution or alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract); "Contractor" means all parties to this Contract other than City; and "Indemnitees" means City and its officers, officials, independent Contractors, agents, and employees, but not including Contractor.

SECTION 9. Insurance and Bonding

- a) During this Contract, Contractor and Subcontractor shall maintain insurance for commercial general liability and environmental impairment liability, with a combined single limit of not less than \$1,000,000 per occurrence, and an aggregate of not less than \$1,000,000 of the following types:

Commercial General Liability, covering

- occurrence-type coverage
- premises/operations
- products/completed operations
- broad form property damage
- explosion, collapse, and underground hazards if such exist in the performance of this contract
- contractual liability
- independent contractors, if any are used in the performance of this contract

Environmental Impairment Liability, covering

- occurrence-type coverage
- sudden and non-sudden occurrences at application/disposal site

For these policies, the City of Hattiesburg must be named as additional insured. If the additional insurance endorsement is specific to the City, then an original of the additional insurance endorsement must be attached to the certificate. If the City's coverage as additional insured is through a blanket endorsement, the agent may indicate in the appropriate sections of the certificate that the policy includes a blanket additional insured endorsement with the endorsement form number, and that the City is covered under such endorsement.

- b) In addition, during this contract Contractor and Subcontractor shall maintain the following insurance:

Vehicle Liability, covering

- owned, hired, and non-owned vehicles
- employee-owned vehicles if used in the performance of this contract
- combined single limit not less than \$1,000,000 per accident

Workers' Compensation Insurance, covering

- statutory benefits
- covering employees; owners, partners, officers, and relatives (who work on this contract)
- employers' liability, any limits.

All insurance shall be provided by companies with Best rating of A or better authorized to do business in Mississippi. Proof of insurance shall be evidenced by an original certificate and by the additional original endorsements described above. Contractor shall send these to the City prior to Work beginning under this contract at the following address: Division Manager of Risk Management, City of Hattiesburg, PO Box 1898, Hattiesburg, MS 39403-1898. Work shall not begin until approval has been received from said Division Manager. Contractor also agrees to comply with any reasonable City requirements regarding proof of continuous coverage, and notice to the City in event of cancellation of coverage.

c) Bonding

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

SECTION 10. Nondiscrimination Policy/EEO Provisions.

The City of Hattiesburg opposes discrimination on the basis of race and sex and urges all of its contractors to provide a fair opportunity for minorities and women to participate in their work force and as subcontractors and vendors under City contracts. Contractor agrees to comply with said policy.

SECTION 11. City of Hattiesburg Business License and Other Related Licenses

Contractor is required to comply with state, local and federal licensing requirements. This includes obtaining a City of Hattiesburg business privilege license.

SECTION 12. Assignment; Successors and Assigns.

Contractor may neither assign or delegate any of its rights or duties that arise out of this Contract without the City's written consent, which may be given by the City Manager without action by the City Council. Unless the City otherwise agrees in writing, Contractor and all assignees shall be subject to all of the City's defenses, and shall be liable for all of Contractor's duties and for the City's claims that arise out of this Contract. Without granting Contractor the right to assign, it is agreed that the duties of the Contractor under this contract shall be binding upon it, and its heirs, personal representatives, successors, and assigns.

SECTION 13. Subcontracts.

Contractor may subcontract portions of the Work of this Contract, such as for testing and analytical analysis as described herein, and services such as transporting sludge, but Contractor remains liable for all Work under this Contract. If additional Work other than the aforementioned Work is subcontracted, notice shall be given to the City, as provided in Section 10 above, prior to such subcontracting. The City shall have the right to disapprove any subcontracts if, in the reasonable discretion of the City, the Work of the contract may be impaired by such things as subcontracting with inexperienced subcontractors or contractors who have performed poor quality work, or if the degree of subcontracting creates a burden on the City.

SECTION 14. Retention of Records; Transmission of Records to City.

Contractor shall retain all records, contracts, and reports generated pursuant to this Contract during the Contract period and for five years thereafter. Such records include but are not limited to reports required to be produced or kept under this contract, and any other records regarding permit compliance, landowner agreements, and laboratory results that are relevant to the work of this contract. Upon termination of this contract for any reason, all such records shall be turned over to the City within three weeks of termination, or within one month of notice of termination, whichever is sooner.

SECTION 15. Contract Time.

Contractor agrees to fully complete the Project within the Contract Time of 210 consecutive calendar days. Contractor agrees to pay as liquidated damages in the amount of \$400.00 for each consecutive calendar day thereafter. The Contract Time may only be changed by a Change Order. Any claim for an adjustment in the Contract Time shall be based on written notice submitted by the Contractor to the City.

SECTION 16. Changes and Modifications.

When a change or modification to this contract is necessary and would better serve the purposes of the City, the City Engineer shall have the authority to authorize the change or modification to the contract provided that such change or modification is less than one percent (1%) of the total contract amount and such change or modification is made in a commercially reasonable manner. The authority herein granted to the City Engineer may not be exercised more than one time. Any additional changes or modifications to the contract shall be first presented to and approved by the City Council.

IN WITNESS WHEREOF, the each party has caused this agreement to be executed in its name and behalf, as of the date above written, and the corporate seal of each having been affixed hereto by its proper officers.

L&A Contracting Co.
Contractor

By: [Signature]

Title: Vice President

Dated: 14 Feb. 2012

CITY OF HATTIESBURG

By: [Signature]

Title: Mayor

Dated: 2/13/12

seal

ATTEST:

[Signature]

Eddie Myers
City Clerk



City of Hattiesburg, MS

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

Master

File Number: 2012-0513

File ID: 2012-0513

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 02/06/2012

Brief Title: Attorney General's approval for Interlocal Agreement between City and Forrest Co Sheriff

Final Action:

Minute Book Number: MB 2012-1/54

Title:

Acknowledge receipt of letter from Attorney General's Office approving the Interlocal Agreement between City of Hattiesburg, the Forrest County Board of Surpervisors and the Sheriff of Forrest County to provide Crime Scene Unit Assistance.

Notes:

Sponsors:

Enactment Date:

Attachments: AG Approval Crime Scene Unit Assistance

Enactment Number:

Contact: Eddie Myers

Meeting Date: 02/21/2012

Drafter: Marilyn Schwandt

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/21/2012					

Text of Legislative File 2012-0513

Title

Acknowledge receipt of letter from Attorney General's Office approving the Interlocal Agreement between City of Hattiesburg, the Forrest County Board of Surpervisors and the Sheriff of Forrest County to provide Crime Scene Unit Assistance.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

STATE OF MISSISSIPPI



JIM HOOD
ATTORNEY GENERAL

OPINIONS
DIVISION

February 1, 2012

Marilyn Schwandt
Deputy Clerk
P. O. Box 1898
Hattiesburg, MS 39403-1898

Re: *Interlocal Agreement Between the City of Hattiesburg, the Forrest County Board of Supervisors and the Sheriff of Forrest County to Provide Crime Scene Unit Assistance*

Dear Ms. Schwandt:

Attorney General Jim Hood has received your request to review and approve the above-referenced Interlocal Agreement. We have examined the Agreement pursuant to the Interlocal Cooperation Act of 1974 and find that the agreement is in proper form and is hereby approved. Prior to becoming effective, in addition to being executed by the appropriate authorities and receiving the approval of this office, the agreement must be filed with the Chancery Clerk of Forrest County and with the Secretary of State.

Sincerely,

James Y. Dale
Special Assistant Attorney General

RESOLUTION TO ENTER INTO AN
INTERLOCAL COOPERATION AGREEMENT
WITH FORREST COUNTY BOARD SUPERVISORS
AND FORREST COUNTY SHERIFF
TO PROVIDE CRIME SCENE UNIT ASSISTANCE

WHEREAS, the City of Hattiesburg entered into an interlocal agreement with Forrest County Supervisors and Forrest County Sheriff, to provide Crime Scene Unit assistance; and

WHEREAS, the City of Hattiesburg desires to enter into an interlocal agreement for one year.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Hattiesburg, Mississippi, to provide Crime Scene Unit assistance for one year or through the end of the current term of the governing authorities of said city.

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

YEAS: Bradley
Carroll
Ware
Naylor

NAYS: None

ABSENT: Delgado

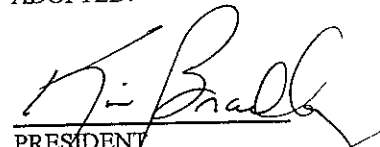
The President thereby declared the motion carried and the Resolution adopted, this the 8th day of November, 2011.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:

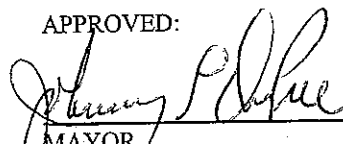

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 8th day of November, 2011.

ATTEST:


CITY CLERK

APPROVED:


MAYOR

INTERLOCAL AGREEMENT BETWEEN
CITY OF HATTIESBURG ,
BOARD OF SUPERVISORS OF FORREST COUNTY
AND FORREST COUNTY SHERIFF

THIS AGREEMENT is made between the CITY OF HATTIESBURG, and BOARD OF SUPERVISORS OF FORREST COUNTY and the FORREST COUNTY SHERIFF.

I.

PURPOSE: The purpose of this Agreement is to retain the services of the Hattiesburg Police Department to provide crime scene investigation for violent felony offenses committed within the local jurisdiction of the Forrest County Board of Supervisors and Forrest County Sheriff. The Forrest County Sheriff Department shall work closely with the Hattiesburg Police Department and shall provide any and all information necessary to process a crime scene of violent felony offenses committed with said agency's jurisdiction , which are covered by this agreement.

II.

STATUTORY AUTHORITY: The City of Hattiesburg, the Forrest County Board of Supervisors and the Forrest County Sheriff are authorized to enter into this Agreement by Section 17-13-1 et. Seq. of the Mississippi Code of 1972, as annotated and amended. The City of Hattiesburg has independent authority to exercise the responsibilities set out by this agreement pursuant to Section 21-17-5 of Mississippi Code of 1972 as Annotated and Amended. The Forrest County Board Supervisors has independent authority to exercise the responsibilities set out in this agreement pursuant to Section 21-17-5 of the Mississippi Code of 1972 as annotated and Amended.

III.

DURATION: This Agreement shall be effective from and after adoption by the City of Hattiesburg and the Forrest County Board of Supervisors (and being placed upon the Minutes) the governing authorities to this Agreement and upon final approval by the Attorney General as required by Mississippi Code Sections 17-13-1 et. seq. and shall remain in full force and effect for a period of one year or until terminated by the parties hereto as hereinafter provided.

IV.

MANNER OF TERMINATION: This Agreement may be terminated at any time by the parties by the adoption of an appropriate Order by the governing authority or written notice from either party. In such event, this Agreement shall be of no further force and effect from the effective date of said Order or written notice.

V.

The City of Hattiesburg shall at all times maintain a Crime Scene Unit within the Hattiesburg Police Department which shall be responsible for performing the necessary duties as they may be required under this agreement.

VI.

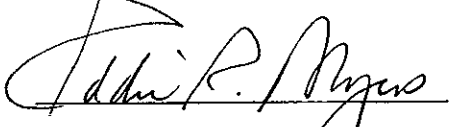
PARTICIPATING AGENCIES AGREE TO THE FOLLOWING:

1. The Forrest County Board of Supervisors agrees to pay to the City of Hattiesburg the sum of Fifteen Thousand Dollars & NO.100 (\$15,000.00) for the services provided by the Hattiesburg Police Department Crime Scene Unit in processing a violent felony crime scene. The Forrest County Board of Supervisors shall make the appropriate disbursements to the City of Hattiesburg on an annual basis with said payment being due with thirty (30) days of the date said agreement has been approved by the Attorney General's office.
2. The City of Hattiesburg agrees that its Crime Scene Unit shall investigate and process any violent crime scene for evidence and that said work shall be performed in a professional manner and in accordance with acceptable law enforcement standards and that the necessary individuals will be made available as witnesses before the grand jury and court should the need so are.
3. Each of the parties hereto agrees to readily exchange information that is necessary and pertinent to carrying out the terms of this agreement.

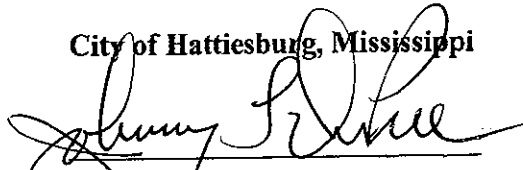
This Agreement shall be submitted to the Attorney General for the State of Mississippi for approval and shall be filed with the Chancery Clerk of Forrest County and the Secretary of State within sixty (60) days after its approval by the Attorney General.

WITNESS MY SIGNATURE on this the 8th day of November, 2011.

ATTEST:


Eddie R. Myers, City Clerk

City of Hattiesburg, Mississippi


Johnny L. DuPree, Mayor

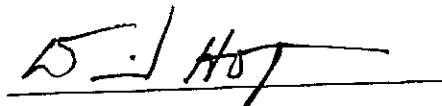
WITNESS OUR SIGNATURES:

Forrest County Sheriff

A handwritten signature in cursive script, appearing to read "Billy McGee", written over a horizontal line.

Billy McGee, Sheriff

Forrest County Board of Supervisors

A handwritten signature in cursive script, appearing to read "D. J. Hogan", written over a horizontal line.

David Hogan, President

**FORREST COUNTY, MISSISSIPPI
FACT SHEET AND BOARD ORDER**

AGENDA ITEM NO. 14 DATE October 6, 2011
INTRODUCED BY Betty Carlisle, County Administrator
BRIEF TITLE Interlocal Agreement - City of Hattiesburg (Provide Crime Scene Unit Assistance)
EXHIBITS FOR REVIEW Interlocal Agreement

RECOMMENDATION (exact wording for Agenda)

Approve and authorize execution of the Interlocal Agreement Between the City of Hattiesburg and the Forrest County Sheriff's Department to Provide Crime Scene Unit Assistance.

BOARD ACTION

☒ Approved ☐ Rejected
☐ Information only ☐ No Action

Amended to read as follows:

MOTION MADE BY

Lynn Cartlidge

SECONDED BY Roderick Woullard

MEMBERS VOTED:

☒ YES

☐ NO

☐ ABSTAIN

☐ ABSENT



City of Hattiesburg, MS

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

Master

File Number: 2012-0522

File ID: 2012-0522

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 02/13/2012

Brief Title: FY 2010-2011 Hattiesburg Arts Council Expenditure Report

Final Action:

Minute Book Number: MB 2012-1/54

Title:

Acknowledge receipt of FY 2010-2011 Expenditure Report from Hattiesburg Arts Council for Art Programs.

Notes:

Sponsors:

Enactment Date:

Attachments: Hattiesburg Arts Council 2011 report

Enactment Number:

Contact:

Meeting Date: 02/21/2012

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	02/21/2012					

Text of Legislative File 2012-0522

Title

Acknowledge receipt of FY 2010-2011 Expenditure Report from Hattiesburg Arts Council for Art Programs.

Summary

Acknowledgement

Budget Information

Expenditure Type

Purchasing Item

Publication Information



EXPENSES FOR ART PROGRAM

October 1, 2010 thru September, 2011

President
Anita Price

Secretary
Rosie Ricks

Treasurer
Sara Miller

Director
Patty Hall

Board Members
Wayne Archer
Ronnie Blackwell
Barbara Carter
David Doleac
Gwen Downey
Mike Garner
Don Hegwood
Chatham Meade
Ellen Hunter Ruffin
Sharon Varnado
Andrea Wesley

Perhaps the best way to describe the years activities would be "Have Wheels will travel." There were many areas covered this year simply due to the vast need of art related activities in each of the areas and there are still so many areas that we have not gone into.

It was a very productive year and I am pleased to say that all of our teachers are educated and trained in their respective field.

Student related activities:

Teaching Music.....	Althea Jerome.....	\$ 1,350
Teaching Art.....	Dr. Davis.....	\$ 1,000
Teaching Art.....	Barbara Ann Carver Hunt...	\$ 980
Guest artist and demonstrator.....	Tamara Hinton.....	\$ 50
Teaching Cartooning.....	Ricky Nobile.....	\$ 250
Teaching Creative Writing.....	Benjamin Morris.....	\$ 300
Teaching Dance.....	Tracy Seymour.....	\$ 900
Teaching Creative Expression.....	Jodie Engle.....	\$2,200

Adult related programs:

Performance and talking about their craft:	Deborah Ferguson.....	\$1,000
	Martha Ginn	\$ 500
	Vasti Jackson.....	\$1,000

Supplies: \$ 540

Total expenditures for program.....\$ 10,100

Patty Hall
Director
Hattiesburg Arts Council



City of Hattiesburg, MS

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

Master

File Number: 2012-0526

File ID: 2012-0526

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 02/14/2012

Brief Title: Receiving and Accepting bids for Equipment for
Dodge Charger Police Cars

Final Action:

Minute Book Number: MB 2012-1/54

Title:

Acknowledge receipt of the bids received January 26, 2012, for Light Bars, Sirens, Speakers, Push Bumpers, Vehicle Partitions, and Consoles to be mounted in twenty (20) Dodge Charger Police Cars and accept the bid of Barney's Police Supplies at a cost of \$54,019.94 as the lowest and best bid received that meets the City's advertised specifications.

Notes:

Sponsors:

Enactment Date:

Attachments: 02-21-HPD Charger Equipment Bids.pdf

Enactment Number:

Contact:

Meeting Date: 02/21/2012

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/21/2012					

Text of Legislative File 2012-0526

Title

Acknowledge receipt of the bids received January 26, 2012, for Light Bars, Sirens, Speakers, Push Bumpers, Vehicle Partitions, and Consoles to be mounted in twenty (20) Dodge Charger Police Cars and accept the bid of Barney's Police Supplies at a cost of \$54,019.94 as the lowest and best bid received that meets the City's advertised specifications.

Summary

Receiving and Accepting bids for Equipment for Dodge Charger Police Cars

BID TABULATION

ITEM: LIGHT BARS, SIRENS, SIREN SPEAKERS, PUSH BUMPERS, VEHICLE PARTITIONS,
AND CONSOLES TO BE MOUNTED IN TWENTY (20) 2012 DODGE CHARGER POLICE CARS

BIDS RECEIVED: January 26, 2012

VENDOR	TOTAL PRICE
Barney's Police Supplies	\$54,019.94
Force 911	\$63,100.65



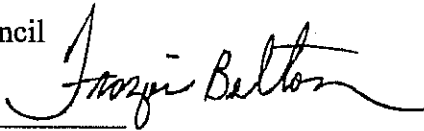
THE CITY OF HATTIESBURG

One of America's Great Small Cities!

MEMORANDUM

To: Mayor and City Council

From: Chief Frazier Bolton



Date: February 2, 2012

Re: Acceptance of Bid

Please accept the bid from Barney's Police Supplies for light bars, sirens, consoles, partitions, push bars, and other equipment for the 2012 police cars for the Hattiesburg Police Department for a total of \$54,019.94.

Your consideration in this matter is greatly appreciated.

FB/tl



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

Council-Ward 5
Henry Naylor

CITY OF HATTIESBURG PLAN HOLDER'S FORM

Mandatory

If you or your company is interested in bidding the mentioned project, you must complete this form. You must provide the City Clerk's Office with this necessary information in order to receive addendums, information regarding the project, and to be listed on the Plan Holders list.

Project Name: Bid Light bars, sirens, speakers, Partitions + consoles

Name of Company: Barney's Police Supplies

Contact Person: Brandon LeBlanc

Street Address: 13102 Suite A Hwy 49N

City: Gulfport

State: Mississippi

Zip: 39503

Telephone: 228-206-3200

Fax: 228-206-3197

Email Address: brandon@mycopshop.com

72

Specifications:

Lightbars:

19 each Sound Off 48" EPL9000 Pinnacle LED light bars \$1055.00 each

Configuration:

20,045.00 Total

(CB)(CB)(LT)(CB)(CB)(LT)(CB)(CB)
(LS) EXT (LS)
(CB)(CB)(SB)(SB)(SB)(SB)(CB)(CB)

All colored bulbs-Blue

Arrow - 4 module split 4 wire control

Mount - Low profile fixed height

Hook - PETL17

Vehicle - 2012 Dodge Charger

Lightbar must be constructed with an extruded aluminum base and top cover, to increase rigidity of bar and to protect inner circuitry from damaging UV rays.

Must have (12) individually sealed inboard modules with (6) generation 3 LED's per module with 21 user-selectable patterns.

Must have (4) individually sealed corner modules that have (12) LED generation 3 that configured in two stacked rows of (6) LEDs to flash a larger signal into intersection, with 21 user-selectable patterns.

122 total LEDs.

Each set of modules must be controlled independently so that user can set each pair of modules to different flash patterns if desired.

All modules must meet IP67 sealed construction standards.

All modules must utilize fusion technology for light dispersion (120 degrees horizontal with corners, 90 degrees horizontal with inboard modules).

Each module must have a individual clear non-fluted polycarbonate outer lens with UV protection.

Must come with standard flashing LED takedown with 5 flash patterns and must be constructed with 6 high output generation 3 LEDs and have a lumen output of at least 500 lumens each.

Must come with standard flashing LED alley lights with 5 flash patterns and must be constructed with a single diode multi chip LED and have a minimum of 400 lumens output each.

All modules must be plug-n-play with weather-pack harness that plugs directly into rear of module.

All weather-pack harnesses need to go into 1 of 2 harnesses that plug into mother board.

Lightbar must measure no greater than 48.0"Lx10.0"Wx2.9"H (end cap), 2.2"H (inner modules.)

Must be capable to have passenger or drivers side cable exit.

Must utilize an RJ11 cable to plug into the DSC box for easier installation a capable of computer programming.

Must have optional split arrow feature that interweaves the rear arrow modules with the warning color and amber, every other diode will be amber, not split left to right. When in warning, the warning color and/or the amber will flash in a warning pattern and when the arrow is engaged the warning color cuts out and the amber color will flash in the corresponding arrow pattern.

Split arrow must have warning color patterns, 8 dual colored patterns and 12 arrow patterns.

Lightbar arrow can be activated in the field with the dipswitches on the motherboard.

Must have optional low power mode for night time pursuit.

Must have cruise mode, which, when engaged glows the module at 5% intensity.

Must have optional mode patterns select, which, when engaged, changes flash pattern to a second programmed flash pattern. Commonly used for intersection clearing.

Push bumpers and vehicle partitions: Total: \$ 14,425.84

20 each Setina PB400 Push Bumpers \$ 254.69 each

19 each Setina 8-S SET104 Stat 50/50 poly part with lower extension panel partition \$ 491.16 each

Consoles: Total \$ 7,140.80

20 each Jotto # JOT425-6506 Console, vert, 10" charger \$ 210.00 each

20 each Jotto # JOT425-6507 adapter plate, vertical charger \$ 70.18 each

20 each Jotto # JOT425-6038 cup holder \$ 40.50 each

20 each Jotto # JOT425-6260 armrest, adjustable \$ 36.36 each

Siren and siren speaker: Total \$ 9,881.00

20 each Federal Signal model AS124 speakers \$ 81.40 each

20 each Sound Off model 380R sirens \$ 412.65

Lights for undercover car: Total: \$ 1793.30

4 each Sound Off # SOIELUC2S01, LED, corner, insert, universal blue, OB \$ 62.60 each

1 each Sound Off # SOIEL3D04A00, 4 mod, ultralight, exterior, blue, B \$ 199.90

1 each Sound Off # SOIEPL8000C, Pinnacle interior lightbar charger HRGR \$ 609.00

Front brow blue with take downs split

1 each Sound Off # SOIEPL8000C Pinnacle interior lighbar charger, HRGR \$ 580.00

Rear deck all blue

2 each Sound Off # SOIEL6GDB G3, LED, econo deckgrl, blue, hardware, sound \$ 77.00 each.

45 degree angle push bumper

FORCE 911

455 LIVELY AVE
NORCROSS, GA 30071

Estimate

Date	Estimate #
1/26/2012	141

City of Hattiesburg
Office of the City Clerk
P.O. Box 1898
200 Forrest Street
Hattiesburg, MS 39403-1898

Phone 678-919-7911
Fax 706-693-2254
Email info@force911.com
www.force911.com

P.O. No.	Rep	Other	Project
	BD		

Item	Description	Qty	Rate	Total
SOU-EPL9000	SoundOff Signal 48" Pinnacle™ (EPL9000) LED Lightbar w/ Take Downs & Alloys - Clear Lenses Blue/Blue LEDs	19	1,391.50	26,438.50
SET-PB 400	Setina Push Bumper 2012 Charger	20	215.05	4,301.00
SET-8S	SETINA 8S PATRTITION 50/50 WINDOW W/ LOWER EXT.	19	480.43526	9,128.27
JOT-425-6506	JOTTO DESK VERTICAL CONSOLE W/ CLIMATE CONTROL RELOCATION 10" MOUNTING SPACE	20	275.08	5,501.60
JOT-425-6507	JOTTO DESK Accessory Adaptor Plate Fit '11+ Dodge Charger Vertical Console	20	93.4375	1,868.75
JOT-425-6038	JOTTO DESK CUP HOLDER EXPLORER/EXPEDITION/TAHOE CENTER CONSOLE	20	53.0725	1,061.45
JOT-425-6260	JOTTO DESK ARM REST - UPPER STRUCTURE	20	47.0925	941.85
SOU-ETSS100D	SOUNDOFF 100D Series Professional Speaker - 100 watt (designed for narrow & small spaces)	20	113.85	2,277.00
SOU-ETSA380R	SoundOff Signal 380 Series Dual Tone Digital Siren - 9-30v for use with single or dual 100w speakers	20	474.375	9,487.50
SOU-ELUC2S010(x)	SoundOff Signal Universal UnderCover™ LED Insert with 3 interchangeable lenses, 12v, includes In-line Flasher & 10 ft cable - Blue	4	70.15	280.60
SOU-EL3D04A00 Blue	SoundOff UltraLITE™ 4 Module Exterior LED Lightbar w/ Universal L-Brackets & 11.5 ft cable - Blue	1	227.13	227.13
SOU-EPL8000WS(X)	SOUNDOFF Pinnacle™ Interior Windshield Lightbar (EPL8000) w/ Take Down Lights - Blue	2	701.50	1,403.00
SOU-EL6GD(X)	SOUTHOFF XP 63 GRILL LIGHT BLUE W/BRACKETS	2	92.00	184.00
All Quotes Good For 30 Days		Total \$63,100.65		



City of Hattiesburg, MS

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

Master

File Number: 2012-0530

File ID: 2012-0530

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 02/14/2012

Brief Title: Advertisement for Bids, Highway 98 Booster Station

Final Action:

Minute Book Number: MB 2012-1/55

Title:

Authorize Advertisement for Bids for the construction of a Booster Station
Along U. S. Highway 98, Hattiesburg, Mississippi.

Notes:

Sponsors:

Enactment Date:

Attachments: 1273W002_Plans_2011-02-06, 1273W002_Specs

Enactment Number:

Contact:

Meeting Date: 02/21/2012

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/21/2012					

Text of Legislative File 2012-0530

Title

Authorize Advertisement for Bids for the construction of a Booster Station Along U. S.
Highway 98, Hattiesburg, Mississippi.

Summary

Advertisement for Bids, Hwy 98 Booster Station

Budget Information

Expenditure Type

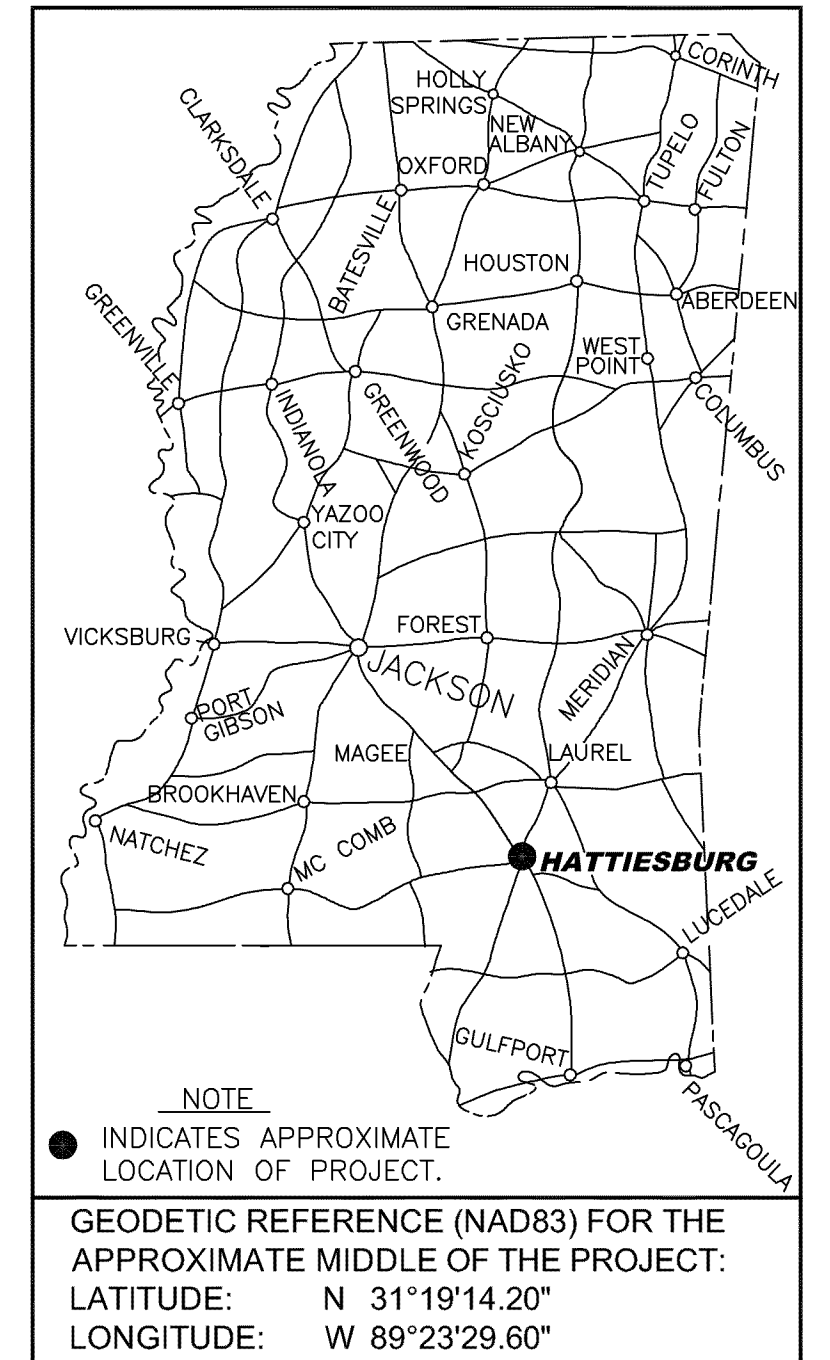
Purchasing Item

Publication Information

Hattiesburg American and Clarion Ledger, February 24, 2012 and March 2, 2012

CONSTRUCTION PLANS
FOR
BOOSTER STATION
ALONG
US HIGHWAY No. 98
FOR THE
CITY OF HATTIESBURG
LAMAR COUNTY
MISSISSIPPI

JANUARY 2012



MAYOR

Johnny DuPree, Ph. D.

COUNCIL PERSONS

Kim Bradley, President
Carter Carroll
Deborah Denard Delgado
Dave Ware
Henry E. Naylor

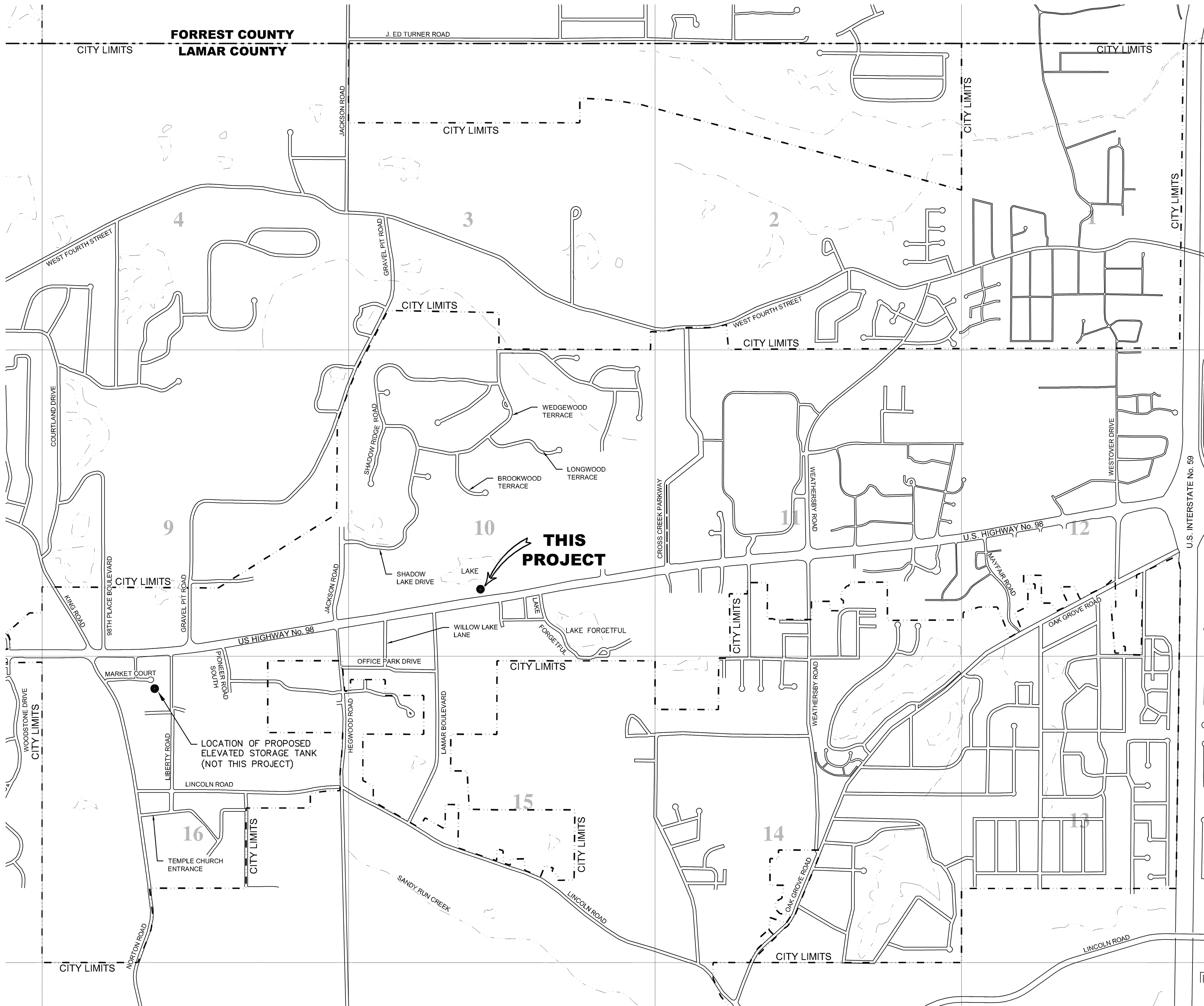
DIRECTOR OF ENGINEERING

Bert Kuyrkendall, P.E.

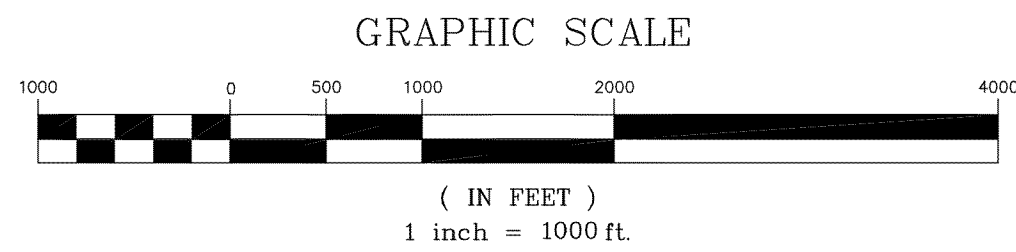
PREPARED BY:

SD & W
SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS
P.O. BOX 1711
301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI, 39403-1711
HTTP://WWW.SD-W.COM
P: (601) 544 - 1821
F: (601) 544 - 0501

RANGE 14 WEST



VICINITY MAP



PUBLIC UTILITIES

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

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

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

WATER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
900 JAMES STREET
HATTIESBURG, MS 39403
(601) 545-4535

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

PEARL RIVER VALLEY, EPA
6803 U.S. HIGHWAY 98
HATTIESBURG, MS 39402
(601) 264-2458

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

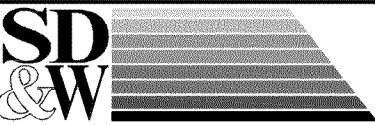
ARNOLD LINE
4901 WEST 4TH STREET
HATTIESBURG, MS 39402
(601) 264-7111

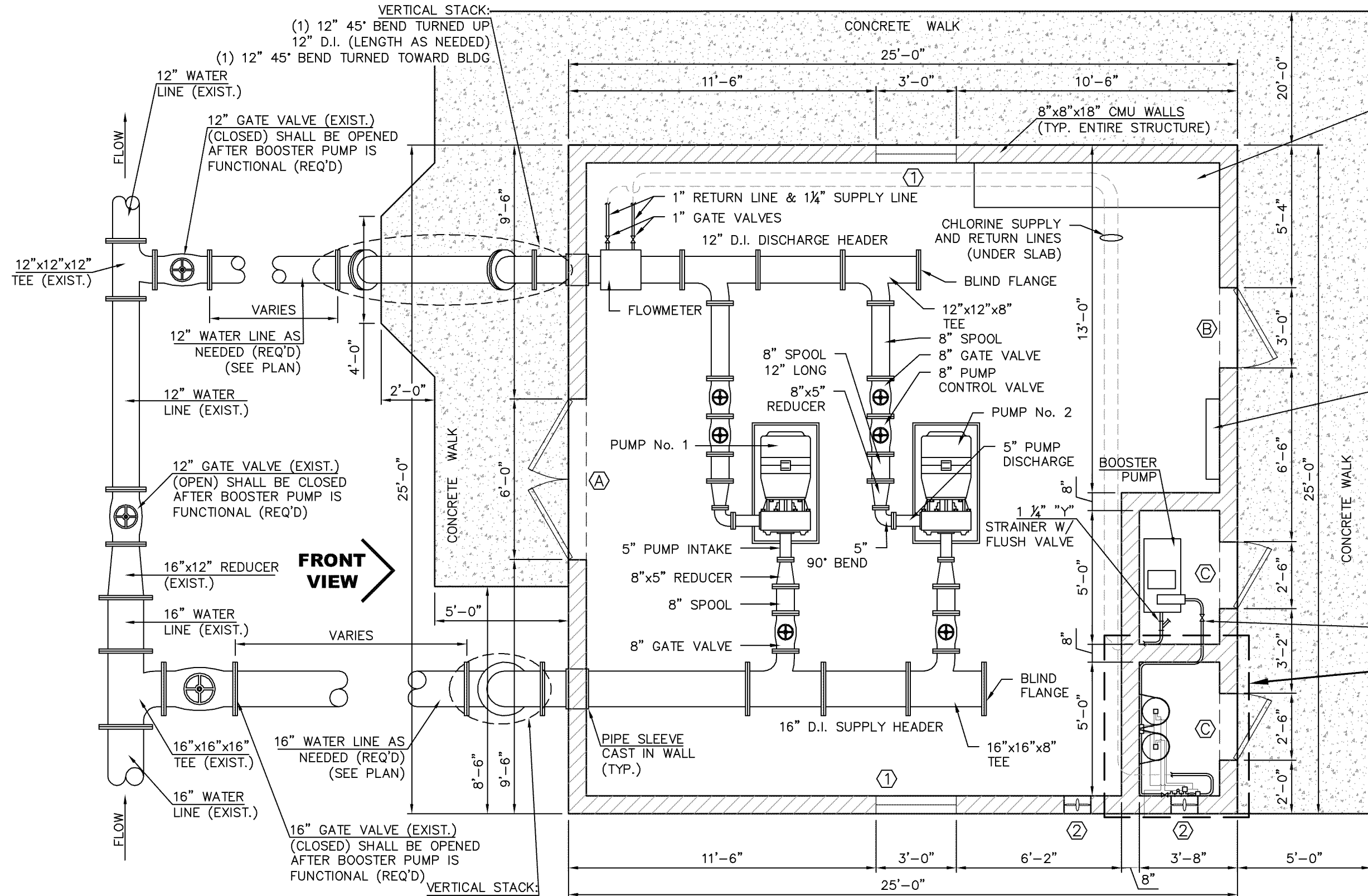
GENERAL NOTES:

- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL CODES.
- THE CONTRACTOR SHALL KEEP A SET OF BLUELINE PRINTS OF THE PROJECT ON THE JOB SITE SHOWING THE ACCURATE MEASUREMENTS AND ELEVATIONS OF THE "AS-BUILT" SYSTEM. THIS DATA WILL BE COLLECTED AND PUT ON THE DRAWINGS DAILY.
- THE APPROVED MDOT PERMIT SHALL BE CONSIDERED A PART OF THESE PLANS AND SPECIFICATIONS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CITY OF HATTIESBURG AND/OR LAMAR COUNTY FEES AND PERMITS ASSOCIATED WITH CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN SUB-SURFACE SOIL INVESTIGATIONS.
- THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES WITHIN THE WORK AREA.
- ALL UNDERGROUND UTILITIES, FOR THE ENTIRE PROJECT, SHALL BE LOCATED BY THE CONTRACTOR AND UTILITY OWNERS PRIOR TO THE CONSTRUCTION OF THE PROJECT. ANY CONFLICTS SHALL BE COORDINATED BETWEEN CONTRACTOR, UTILITY OWNER AND ENGINEER.
- ALL CULVERT CROSS DRAINS AND SIDE DRAINS SHALL BE PROTECTED. NO SEPARATE PAY ITEM WILL BE ESTABLISHED FOR REMOVAL AND REPLACEMENT, IF REQUIRED.
- PROPER MAINTENANCE OF STREETS, INCLUDING DUST CONTROL, SHALL BE STRICTLY ADHERED TO.
- MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION).
- ALL WORK ITEMS FOR WHICH NO PAY ITEMS ARE ESTABLISHED SHALL BE ABSORBED IN THE COST OF THE BOOSTER STATION.
- ALL DISTURBED AREAS SHALL BE FERTILIZED AND SEEDED ACCORDING TO THE VEGETATION SCHEDULE IN THE SPECIFICATIONS.
- ALL EXISTING MAILBOXES, STREET SIGNS, FENCES, AND OTHER STRUCTURES LOCATED WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED AND RESET AS DICTATED BY CONSTRUCTION ACTIVITIES. (NO SEPARATE PAY)
- PRIOR TO THE BEGINNING OF ANY EXCAVATION, ALL EXISTING PAVEMENT SHALL BE SCORED OR SAW CUT TO A DEPTH SUCH THAT A STRAIGHT AND UNIFORM VERTICAL EDGE IS ESTABLISHED PRIOR TO REMOVAL OF SAID PAVEMENT FROM THE PROJECT.
- NO PIPE SHALL BE LAID IN THE PRESENCE OF WATER.
- WHERE THE WATER MAIN IS WITHIN 10 FEET OF A SEWER MAIN HORIZONTALLY, THE BOTTOM OF THE WATER MAIN SHALL BE AT LEAST 18" FROM THE TOP OF THE SEWER MAIN.
- ALL WATER MAIN INSTALLATION SHALL CONTAIN 12 AWG. TRACER WIRE IN THE PIPE TRENCH AND ENTER ALL VALVE BOXES 12" ABOVE VALVE NUT WITH 12" OF WIRE COILED IN THE VALVE BOX.
- ALL TRACER WIRE CONNECTIONS SHALL BE MADE WITH LIQUID FILLED CONNECTORS.
- ALL WATER PIPE SHALL BE DUCTILE IRON, CLASS 350, UNLESS OTHERWISE NOTED.
- ALL FITTINGS AND VALVES SHALL BE CAST IRON WITH CONCRETE THRUST BLOCKS AT ALL BENDS AND RODDED TOGETHER WITH ALL THREAD ROD. ALL TEES AND VALVES SHALL BE RODDED TOGETHER AS ONE UNIT. VALVES AND FIRE HYDRANTS SHALL BE RODDED TOGETHER BUT SEPARATE FROM THE TEE AND OTHER VALVES. ALL FITTINGS SHALL BE ABSORBED ITEMS.
- FULL LENGTH PIPE SECTIONS ARE REQUIRED BEFORE AND AFTER ALL FITTINGS.
- PRESSURE TESTS WILL BE REQUIRED ON ALL WATER MAIN INSTALLED.
- WORK FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF TRAFFIC AND ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURRING DURING THE EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PLACING WHAT BRACING, SHORING OR GROUND SUPPORT SYSTEM THAT IS DEEMED NECESSARY TO PREVENT A FAILURE AND PROTECT THE PERSONS WORKING NEAR THE EXCAVATION, THE PUBLIC THAT MAY BE ABOVE THE EXCAVATION, OR ANY STRUCTURE ADJACENT TO THE EXCAVATION. ALL COSTS FOR ANY PROTECTIVE MEASURES INCLUDING THE MATERIALS AND LABOR FOR DESIGNING, DRAWING AND CONSTRUCTING THE FACILITY SHALL BE INCLUDED IN THE BID PRICE FOR CONTRACT ITEMS.
- THE COST OF CLEARING AND GRUBBING/REMOVAL AND DISPOSAL OF CLEARING AND GRUBBING MATERIAL SHALL TO BE INCLUDED IN THE PRICE OF THE SITE WORK. OFFSITE DISPOSAL AREAS ARE TO BE FURNISHED BY THE CONTRACTOR.
- ALL DISTURBED AREAS SHALL BE FERTILIZED AND SEEDED ACCORDING TO THE VEGETATION SCHEDULE IN THE SPECIFICATIONS, UNLESS OTHERWISE NOTED.
- THE EROSION CONTROL DEVICES SHALL BE REQUIRED AS DIRECTED BY THE ENGINEER. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT SILT DOES NOT LEAVE THE CONSTRUCTION SITE OR CONTAMINATE WATERS OF THE U.S. DURING CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN THE PLAN DURING CONSTRUCTION.
- ALL NEW CONSTRUCTION TO BE FLUSHED WITH CLOSE SUPERVISION OF THE SYSTEM OPERATOR.
- ALL BACT-SAMPLES SHALL BE TAKEN BY THE SYSTEM OPERATOR OR HIS REPRESENTATIVES. ANY AND ALL SAMPLING FEES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- DEVIATIONS FROM THESE PLANS AND NOTES WITHOUT PRIOR WRITTEN CONSENT OF THE OWNER, HIS REPRESENTATIVE OR THE ENGINEER MAY CAUSE THE WORK TO BE DEEMED UNACCEPTABLE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIAL TESTING BY AN INDEPENDENT LABORATORY APPROVED BY THE ENGINEER.
- MATERIAL SUBMITTALS SHALL BE MADE TO THE OWNER THROUGH THE ENGINEER PRIOR TO USE, FOR APPROVAL.
- CONTRACTOR WILL FULLY COOPERATE WITH CONTRACTORS ON ADJACENT AND COINCIDING WATER PROJECTS UNDERWAY DURING CONSTRUCTION. CONTRACTOR SHALL ANTICIPATE DELAYS AND HAVE OPEN CONVERSATIONS WITH OTHER CONTRACTORS TO MINIMIZE DELAYS.
- THE CONTRACTOR SHALL HAVE A COMPETENT AND EXPERIENCED SUPERINTENDENT ON SITE AT ALL TIMES. THE SUPERINTENDENT SHALL NOT OPERATE EQUIPMENT WHILE ON THE PROJECT SITE. WORK ON THE PROJECT SHALL STOP IF THE ASSIGNED PROJECT SUPERINTENDENT IS NOT ON SITE.

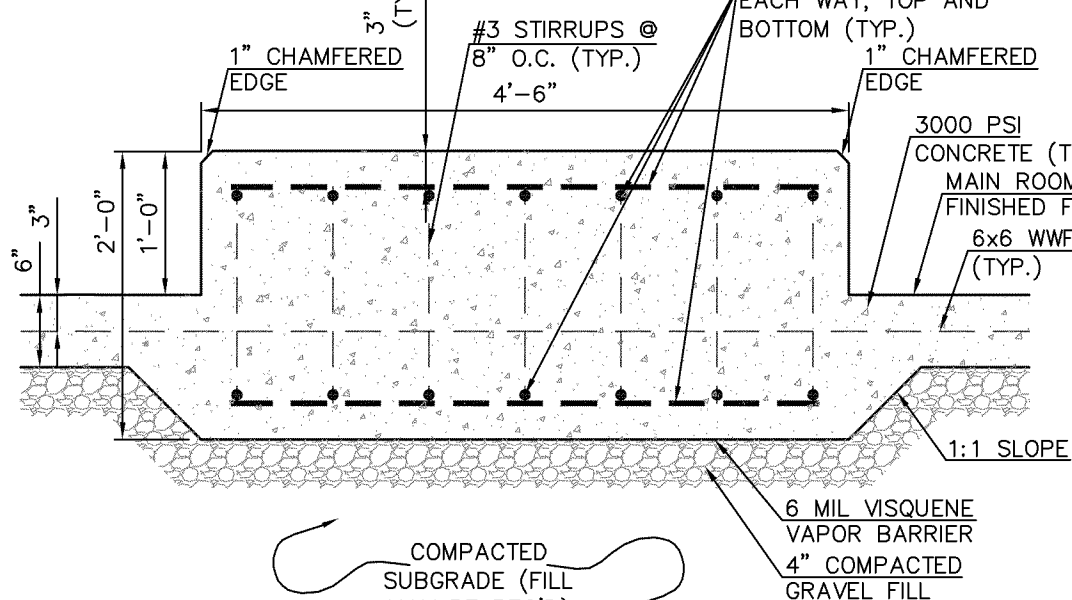
DETAILED INDEX

SHEET No.	DESCRIPTION
1	COVER SHEET
2	VICINITY MAP, GENERAL NOTES AND INDEX
3	SITE PLAN
4	BOOSTER PUMP DETAILS
5	WATER INSTALLATION DETAILS
6	BOOSTER PUMP CONTROLS AND BUILDING ELECTRICAL
7	CONTROL SCHEMATIC & DETAILS
8	TYPICAL TEMPORARY EROSION/SEDIMENT CONTROL APPLICATIONS
9	DETAILS OF SEDIMENT BARRIER APPLICATIONS
10	DETAILS OF SILT FENCE INSTALLATION
11	DITCH CHECK STRUCTURES, TYPICAL APPLICATION AND DETAILS
12	DETAILS OF EROSION CONTROL WATTLE DITCH CHECK
13	STABILIZED CONSTRUCTION ENTRANCE
163	FENCE: CHAIN LINK - CLASS II
168	FENCE: CHAIN LINK GATE
251	TRAFFIC CONTROL PLAN FOR POSTED SPEED LIMIT LESS THAN 65 MPH (WORK DAY ONLY)
271	RURAL DRIVEWAYS
300	PIPE CULVERT INSTALLATION
328	FLARED END SECTION FOR CONCRETE PIPE

NO.	DATE	DESCRIPTION	BY
VICINITY MAP, GENERAL NOTES & INDEX			
BOOSTER STATION CITY OF HATTIESBURG LAMAR COUNTY, MISSISSIPPI			
		P.O. BOX 1711 HATTIESBURG, MISSISSIPPI 39403-1711 301 SECOND AVENUE HATTIESBURG, MISSISSIPPI 39401 HTTP://WWW.SD&W.COM F: (601) 544-1021 F: (601) 544-0501	
Shows, Dearman & Waits, Inc. CONSULTING ENGINEERS			
Drawn by: RES		Checked by: KDW	
Date: 01-30-2012		Scale: AS NOTED	
Drawing No.: 1273-W002		Sheet No. 2	



NOTE: ALL ITEMS NOTED AS "EXIST." SHALL BE INSTALLED BY OTHERS ON AN ADJACENT AND CONJOINING PROJECT. COORDINATE WITH SITE PLAN SHEET.



DETAIL 'A-A'

SCALE: 3/4" = 1'-0"

SYMBOL SCHEDULE		
SYMBOL	SIZE	DESCRIPTION
(A)	72" x 80" x 1 3/4"	SOLID CORE, STEEL, EXTERIOR, DOUBLE, SWING TYPE W/ LOCKING HANDLE, 24"x24" (MIN.) LOUVERED VENT
(B)	36" x 92" x 1 3/4"	SOLID CORE, STEEL, EXTERIOR, SWING TYPE W/ LOCKING HANDLE, 24"x24" (MIN.) LOUVERED VENT
(C)	30" x 80" x 1 3/4"	SOLID CORE, STEEL, EXTERIOR, SWING TYPE W/ LOCKING HANDLE, 18"x24" (MIN.) LOUVERED VENT
(1)	36" x 36"	ALUMINUM, SINGLE HUNG, DIVIDED LIGHT GRILL W/ TEMPERED GLAZING
(2)	18" x 18"	ELECTRIC EXHAUST FAN W/ SELF CLOSING LOUVERS AND THERMOSTAT CONTROL

GENERAL NOTES:

- ALL ABOVE GROUND PIPING SHALL BE INSULATED.
- ALL UNDER GROUND PIPING SHALL BE BURIED A MINIMUM OF 36 INCHES.
- ALL PIPING INSIDE CHLORINE ROOM AND SMALL BOOSTER PUMP ROOM SHALL BE INSULATED AND WALL MOUNTED, WHERE POSSIBLE, TO ENSURE ACCESSIBILITY.
- ALL PIPING INSIDE MAIN PUMP ROOM SHALL BE INSTALLED ON CONCRETE PIPE SUPPORTS AND STRAPPED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ELECTRICAL INSTALLATION SPECIFIED AND APPROVED BY THE ENGINEER. SEE THE PUMP CONTROL DETAILS FOR ELECTRICAL PLAN.
- THE BUILDING SHALL BE 25'-0" x 25'-0" WITH AN INSIDE CEILING HEIGHT OF 9'-0". CEILING SHALL BE SCREW MOUNTED 3/4" TREATED PLYWOOD, UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
- THE ROOF SHALL BE 24 GAUGE GALVALUME METAL ROOFING AND HAVE NOT LESS THAN A 4:12 PITCH.
- ALL EXTERIOR WALLS SHALL BE CONSTRUCTED OF 8"x8"x16" SPLIT FACE CMU. ALL INTERIOR WALLS SHALL BE CONSTRUCTED OF 8"x8"x16" SMOOTH FACE CMU. ALL CMU VOIDS SHALL BE FILLED. THE OWNER SHALL SELECT THE COLOR OF ALL CMU PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ALL CONTROLS REQUIRED FOR RADIO CONTROLLER, ALARM SYSTEM, MAIN PUMPS, SMALL BOOSTER PUMP AND CHLORINATION SYSTEM.
- THE CHLORINE ROOM OF THE BUILDING SHALL CONTAIN A TEMPERATURE CONTROLLED LOUVERED EXHAUST FAN, INSTALLED BLOWING OUTSIDE THE BUILDING.
- THE CHORINE ROOM SHALL BE COMPLETELY SEALED FROM THE REST OF THE BUILDING, INCLUDING, BUT NOT LIMITED TO, A 4" THICK CONCRETE CEILING.
- THE MAIN ROOM SHALL CONTAIN A 1" FLOOR DRAIN AND ROOM SHALL BE SLOPED TO DRAIN. (NOT SHOWN ON PLAN)
- ALL EXPOSED SURFACES SHALL BE PAINTED ACCORDING TO THE PAINTING NOTES.

PAINTING NOTES:

ALL WALL SURFACES SHALL BE AS FOLLOWS:

CMU:
SURFACE PREPARATION: CLEAN AND DRY

INTERIOR:
COAT 1: TNE MEC SERIES 130 ENVIROFILL (85-115 SQ.FT./GAL.)
COAT 2: TNE MEC SERIES 113 TNE MEC - TUFCOAT (3-4 MILS.)
COAT 3: TNE MEC SERIES 113 TNE MEC - TUFCOAT (3-4 MILS.)

EXTERIOR:
COAT 1: TNE MEC SERIES 130 ENVIROFILL (85-155 SQ.FT./GAL.)
COAT 2: TNE MEC SERIES 156 ENVIRO-CRETE (6-9 MILS.)
COAT 3: TNE MEC SERIES 156 ENVIRO-CRETE (6-9 MILS.)

WOOD:
SURFACE PREPARATION: CLEAN AND DRY

INTERIOR:
COAT 1: TNE MEC SERIES 113 TNE MEC-TUFCOAT (4-6 MILS.)
COAT 2: TNE MEC SERIES 113 TNE MEC-TUFCOAT (4-6 MILS.)

EXTERIOR:
COAT 1: TNE MEC SERIES 113 TNE MEC-TUFCOAT (4-6 MILS.)
COAT 2: TNE MEC SERIES 113 TNE MEC-TUFCOAT (4-6 MILS.)

1. ALL PAINT SHALL BE MANUFACTURED BY TNE MEC AS SPECIFIED OR APPROVED EQUAL.

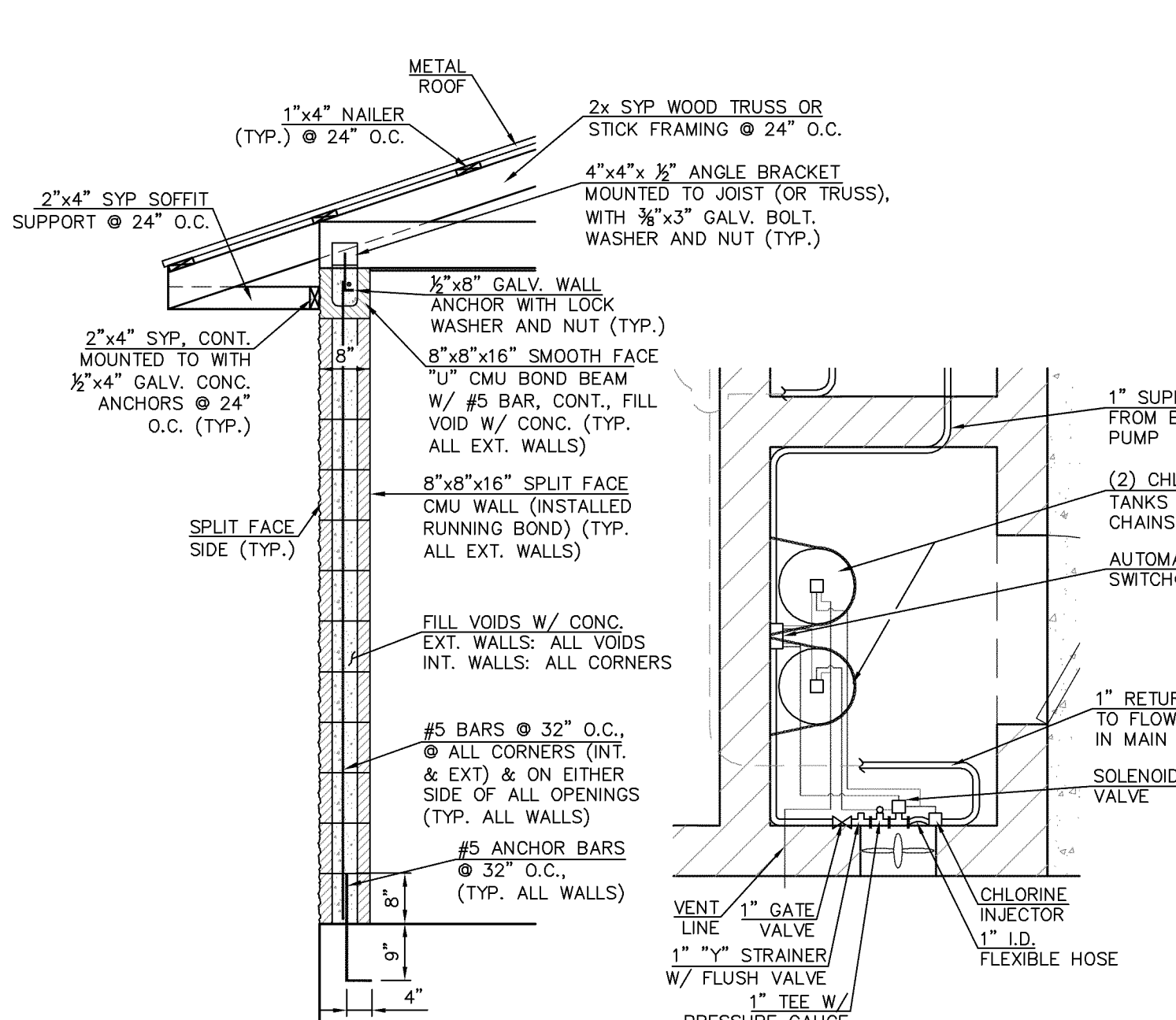
2. IF APPLICATION IS BY BRUSH OR ROLLER, MULTIPLE COATS MAY BE NECESSARY IN ORDER TO ACHIEVE MINIMUM DRY FILM THICKNESS.

REAR VIEW

SEE DETAIL (BELOW)

FLOOR PLAN W/ PUMP AND PIPING DETAILS

SCALE: 1/4" = 1'-0"



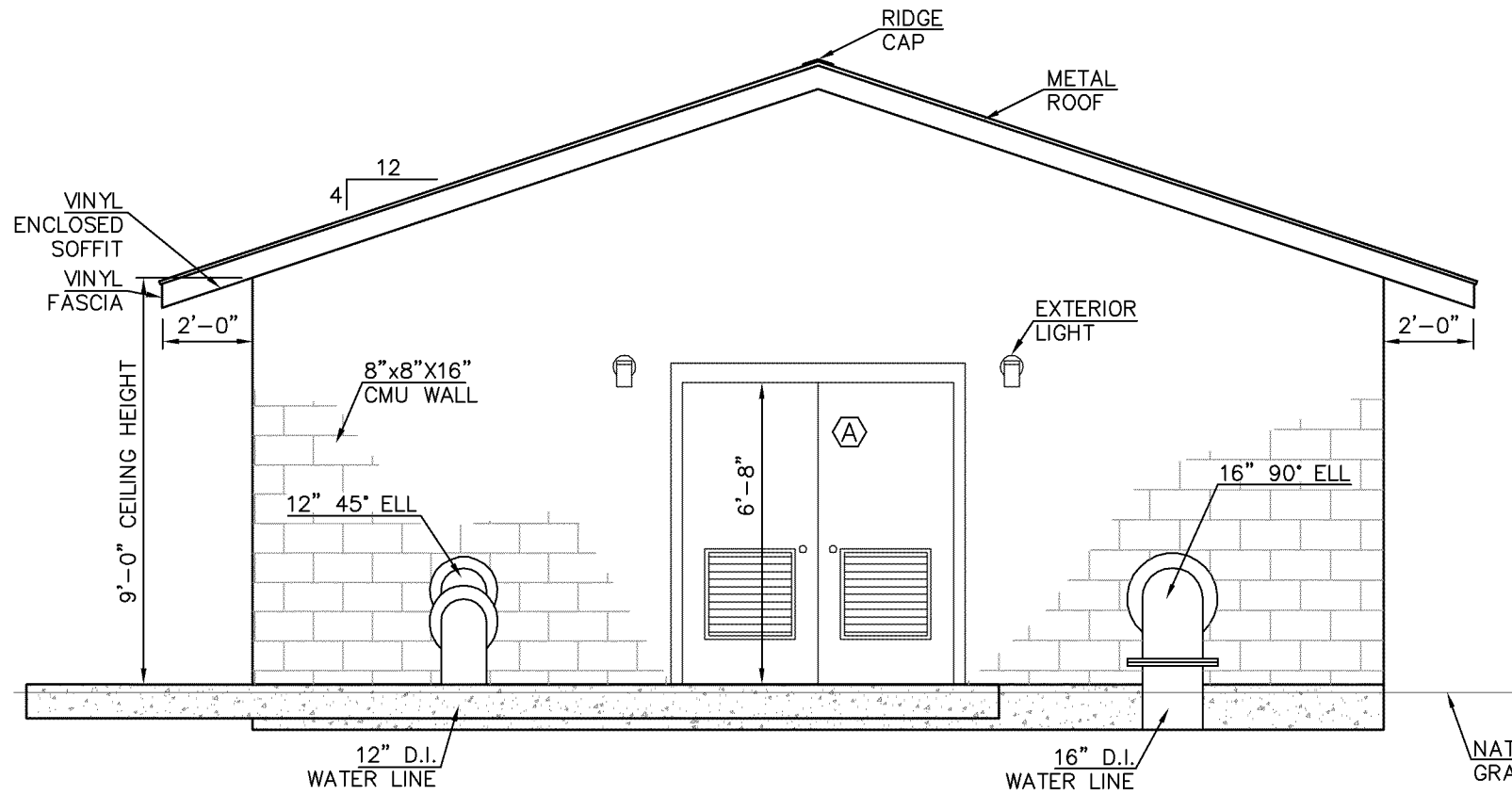
TYPICAL EXT. WALL SECTION

SCALE: NONE

CHLORINE ROOM DETAIL

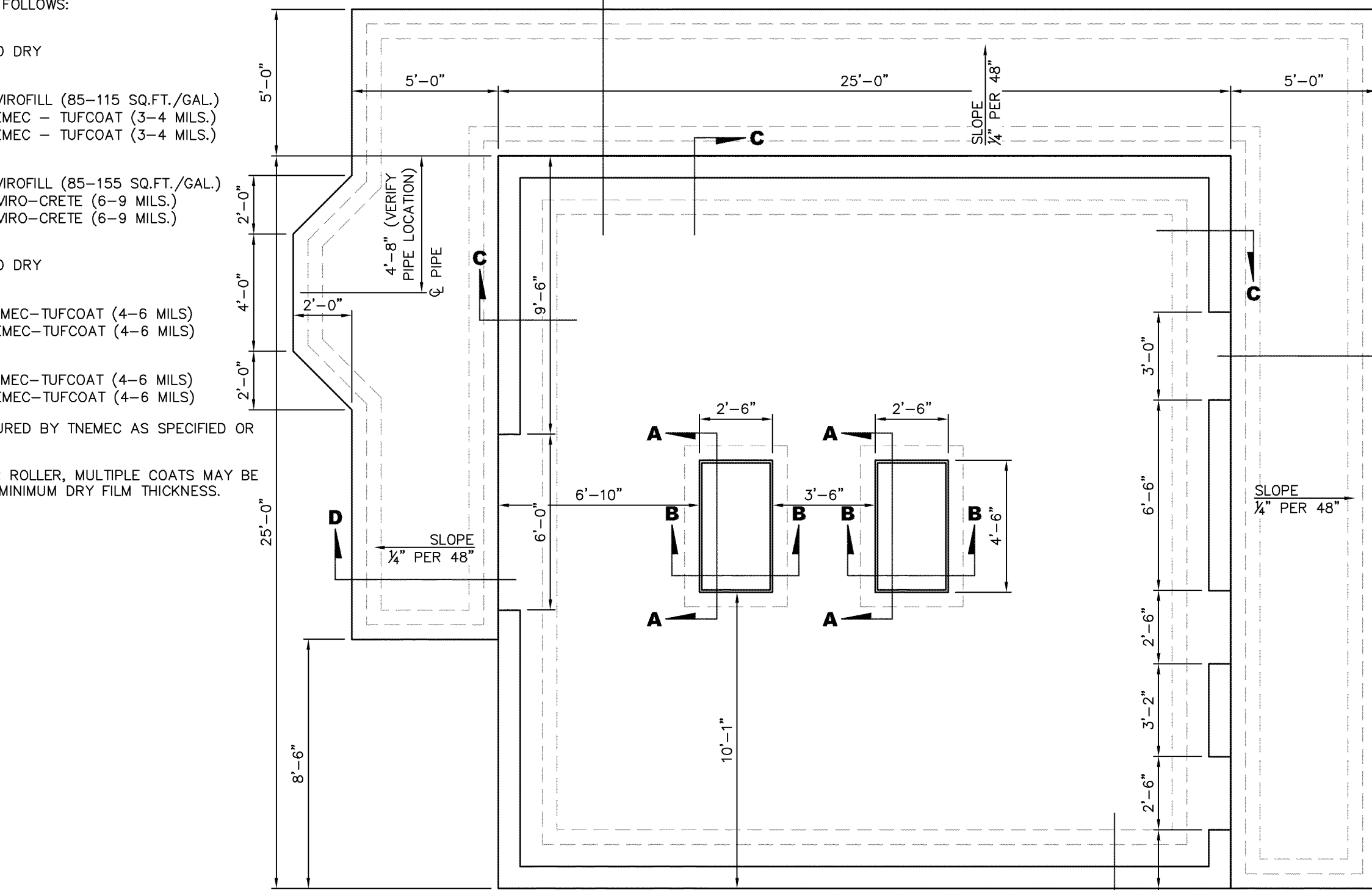
SCALE: NONE

NOTE: CHLORINE ROOM SHALL BE CAPPED WITH A 4" THICK CONCRETE SLAB TO PREVENT CHLORINE FROM ENTERING MAIN PUMP ROOM.



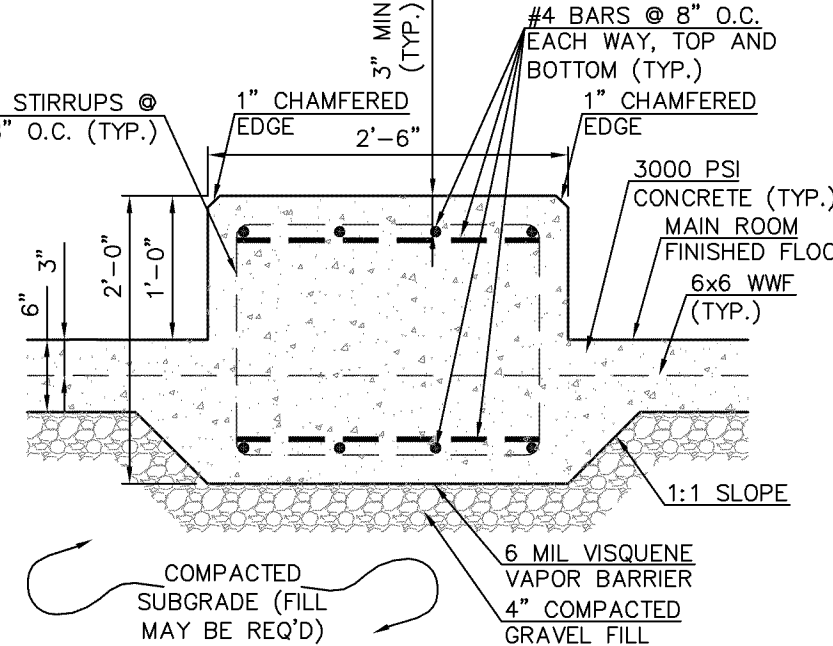
FRONT VIEW - ELEVATION

SCALE: 1/4" = 1'-0"



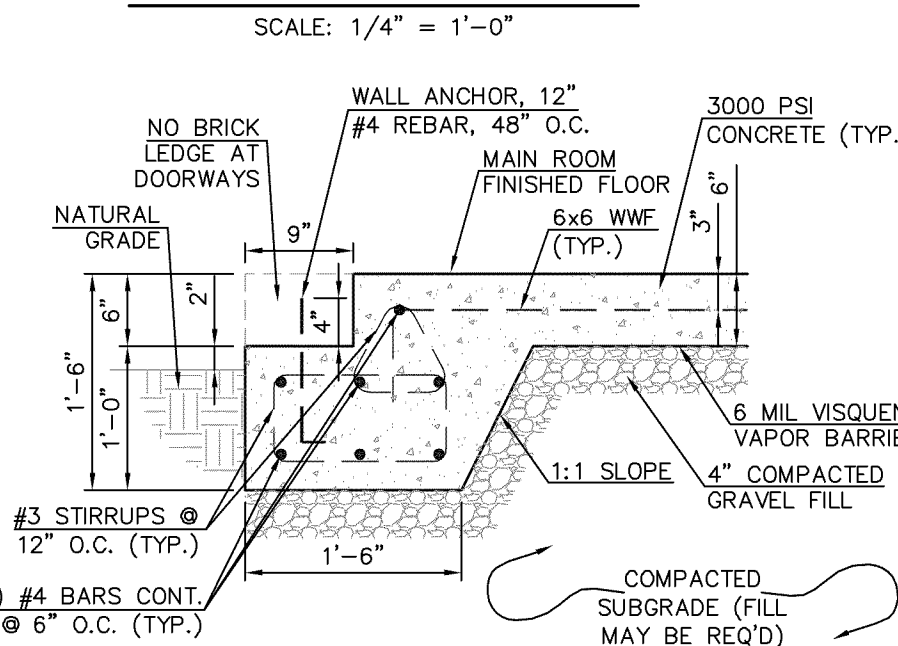
FOUNDATION PLAN

SCALE: 1/4" = 1'-0"



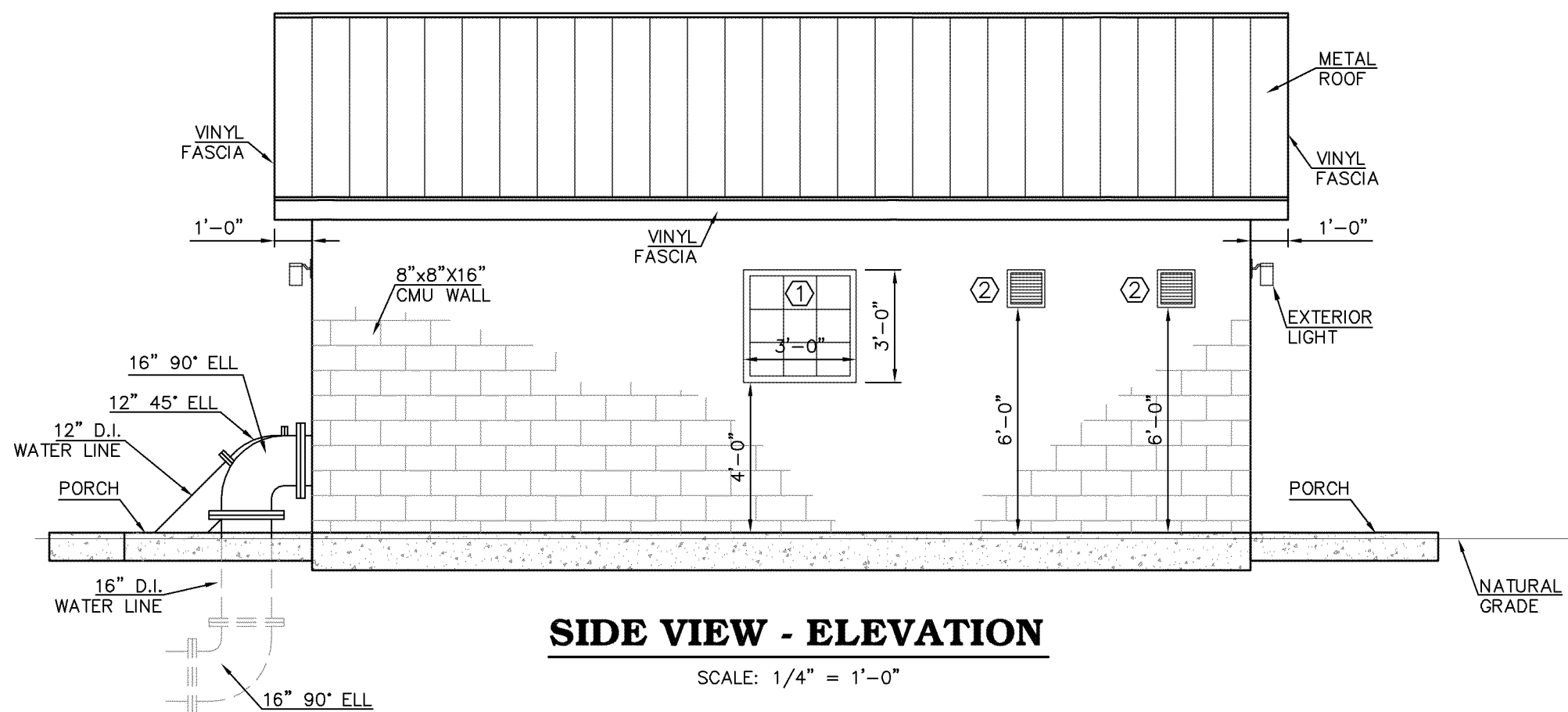
DETAIL 'B-B'

SCALE: 3/4" = 1'-0"



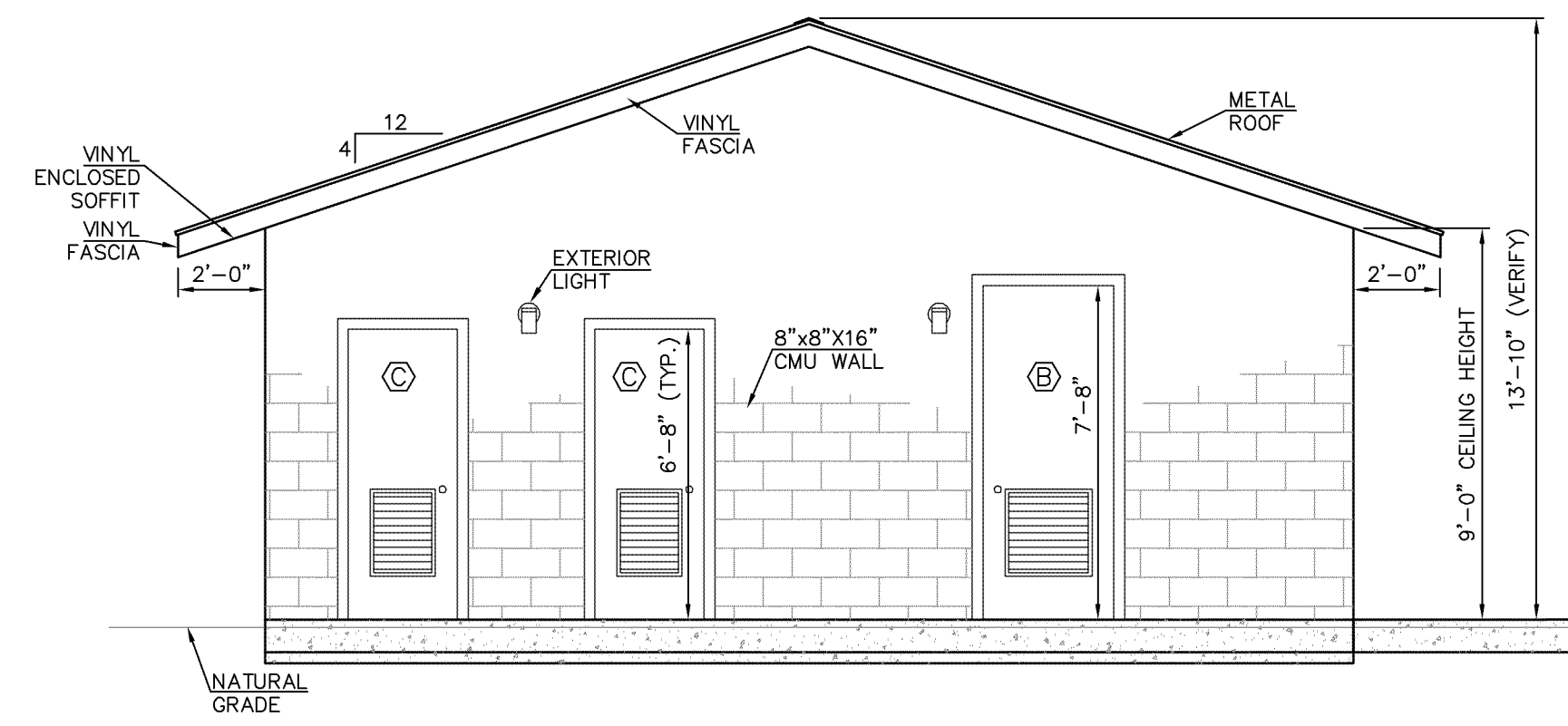
DETAIL 'C'

SCALE: 3/4" = 1'-0"



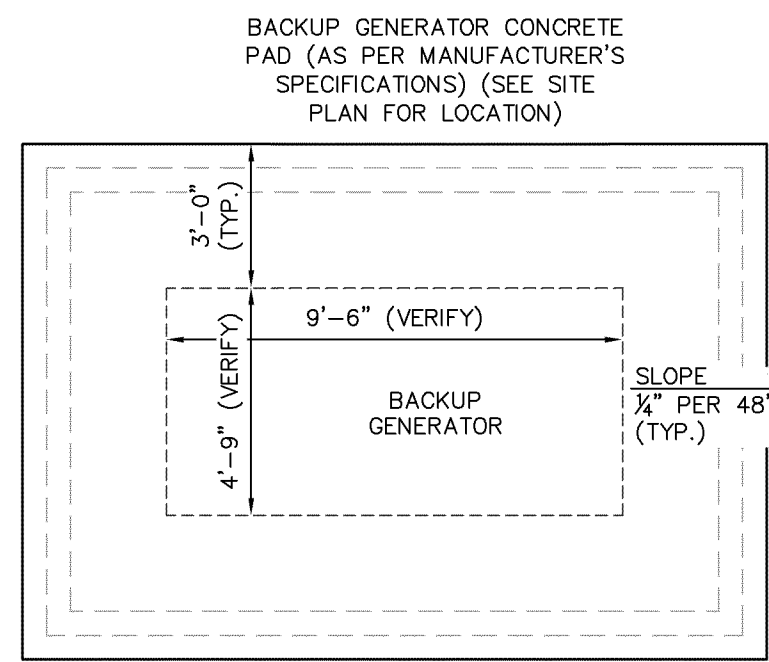
SIDE VIEW - ELEVATION

SCALE: 1/4" = 1'-0"



REAR VIEW - ELEVATION

SCALE: 1/4" = 1'-0"



DETAIL 'D'

SCALE: 3/4" = 1'-0"

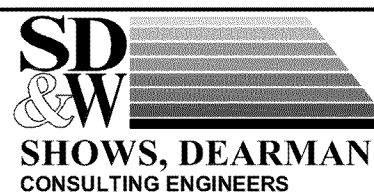
FOUNDATION NOTES:

- ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE "AMERICAN CONCRETE INSTITUTE BUILDING CODE" (ACI 318) AND THE "SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS" (ACI 1301), LATEST EDITIONS.
- ALL NORMAL WEIGHT CONCRETE (145 P.C.F.) SHALL OBTAIN A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3000 PSI.
- REINFORCING BARS SHALL BE DEFORMED BARS OF NEW BILLET STEEL CONFORMING TO ASTM SPECIFICATION A-615, GRADE 60. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A-185. ALL REINFORCING AND ACCESSORIES SHALL BE DETAILED AND PLACED IN ACCORDANCE WITH ACI STANDARDS 315-80 AND 315R-80.
- REINFORCEMENT SHALL BE CONTINUOUS ACROSS JOINTS AND AROUND CORNERS OR SPICE BARS SHALL BE PROVIDED IN ACCORDANCE WITH ACI STANDARDS 315-80 AND 315R-80.
- CONTRACTOR SHALL COORDINATE WITH ANY AND ALL ARCHITECTURAL, MECHANICAL AND ELECTRICAL DRAWINGS AND CONTRACTORS FOR OPENINGS, SLEEVES, ANCHORS, HANGERS, INSERTS, SLAB DEPRESSIONS AND OTHER ITEMS RELATED TO THE CONCRETE WORK AND SHALL ASSUME FULL RESPONSIBILITY FOR THEIR PROPER LOCATION BEFORE PLACING CONCRETE.

NO.	DATE	DESCRIPTION	BY

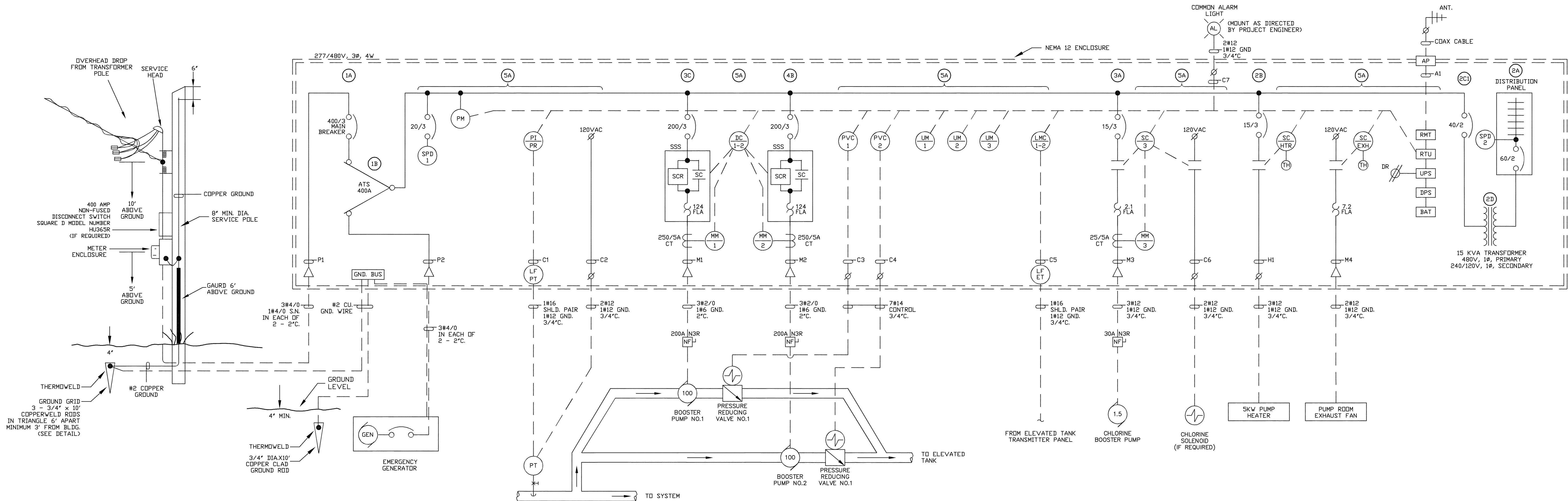
BOOSTER PUMP DETAILS

BOOSTER STATION
CITY OF HATTIESBURG
LAMAR COUNTY, MISSISSIPPI

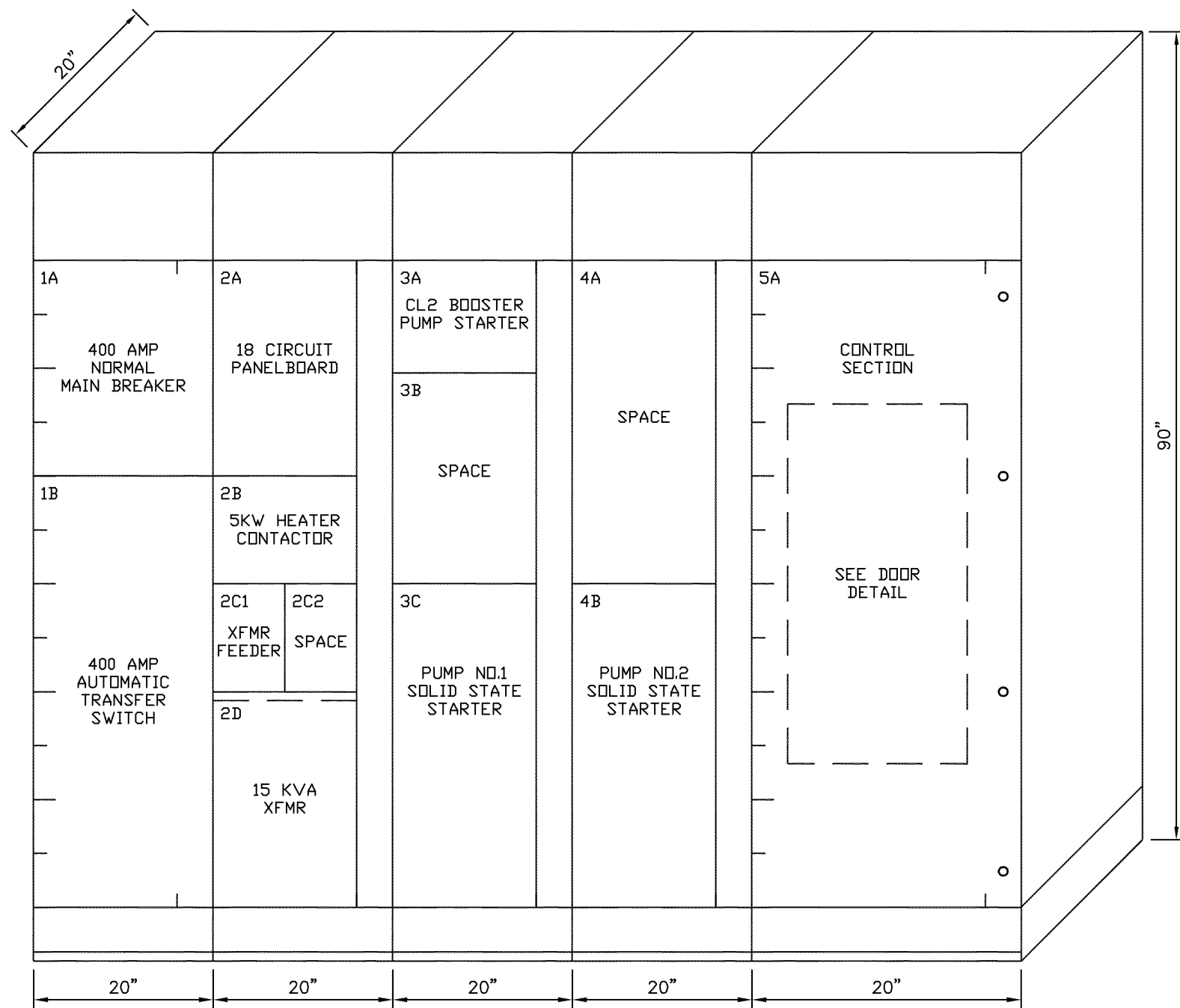


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Date: 01-30-2012	Scale: AS NOTED
Drawing No.: 1273-W002	Sheet No. 4

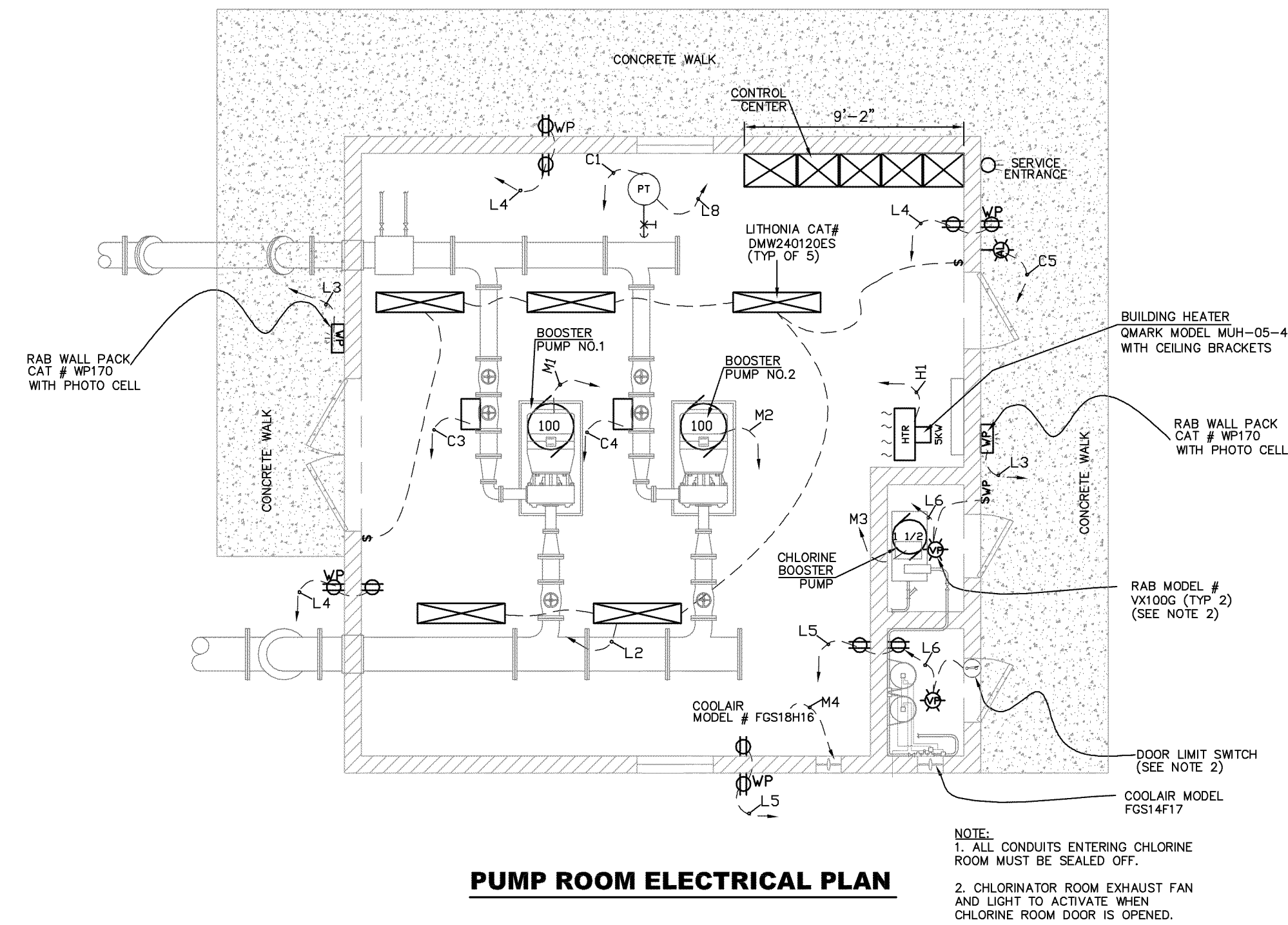
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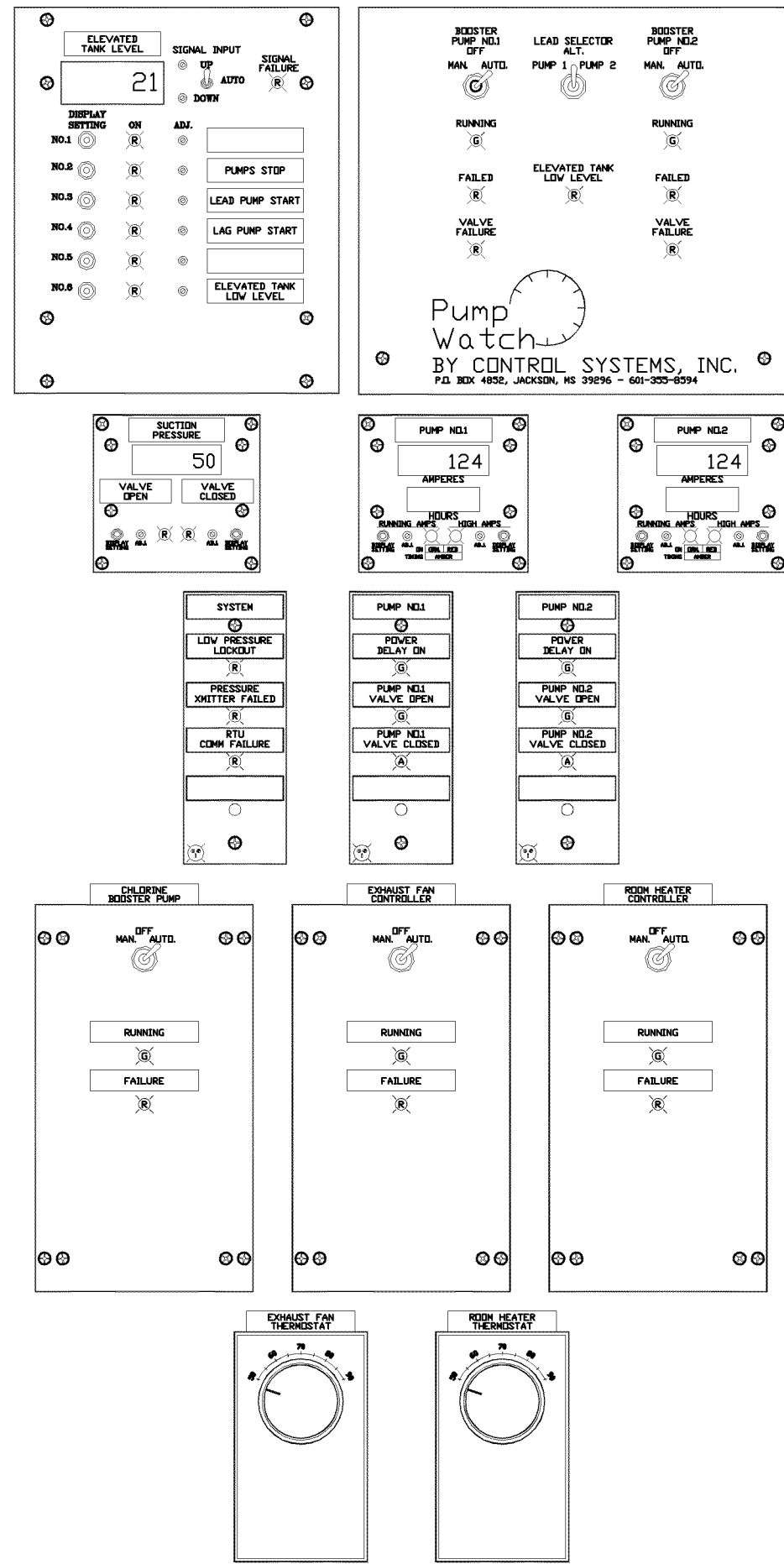
US HIGHWAY 98 BOOSTER STATION RTU MOTOR CONTROL CENTER
ONE LINE POWER DIAGRAM AND
PROCESS AND INSTRUMENTATION DIAGRAM (P&ID)



BOOSTER STATION
MOTOR CONTROL CENTER
PHYSICAL LAYOUT



PUMP ROOM ELECTRICAL PLAN



CONTROL PANEL
DEADFRONT DETAIL

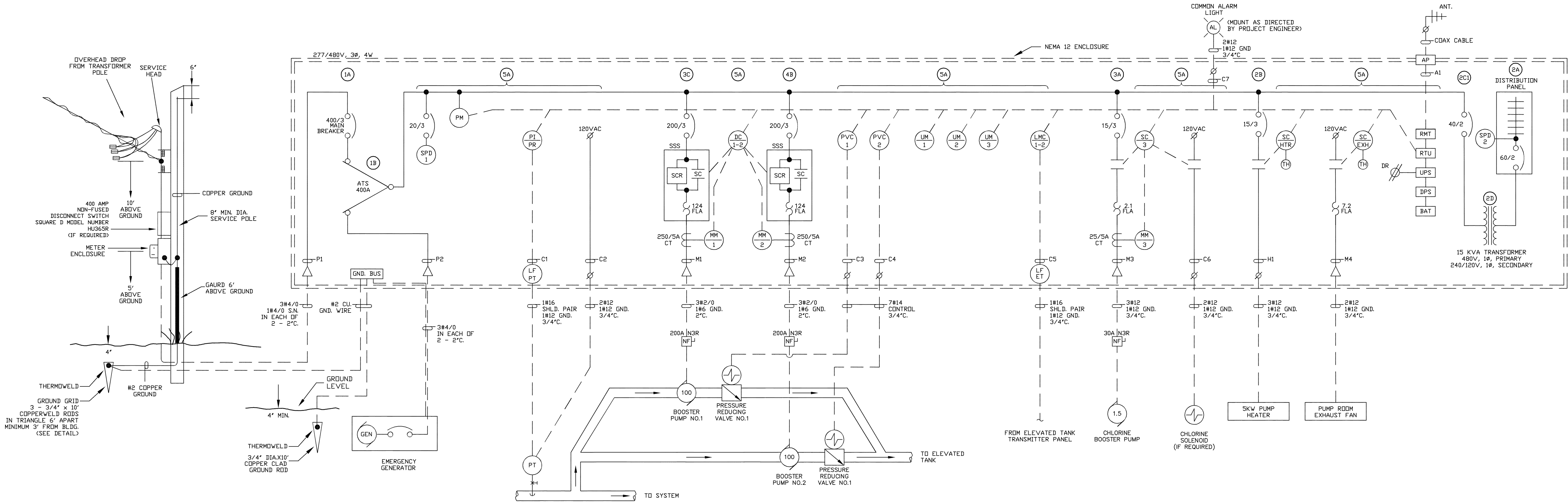
NO.	DATE	DESCRIPTION	BY
BOOSTER PUMP CONTROLS AND BUILDING ELECTRICAL			
BOOSTER STATION CITY OF HATTIESBURG LAMAR COUNTY, MISSISSIPPI			
SD SHOWS, DEARMAN & WAITS, INC. CONSULTING ENGINEERS			
P.O. BOX 1711 HATTIESBURG, MISSISSIPPI 39403-1711 300 SECOND AVENUE HATTIESBURG, MISSISSIPPI 39401 HTTP://WWW.S&DW.COM F: (601) 544-1821 F: (601) 544-6501			
Drawn by: CSI		Checked by: KDW	
Date: 01-30-2012		Scale: NOT TO SCALE	
Drawing No.: 1273-W002		Sheet No. 6	



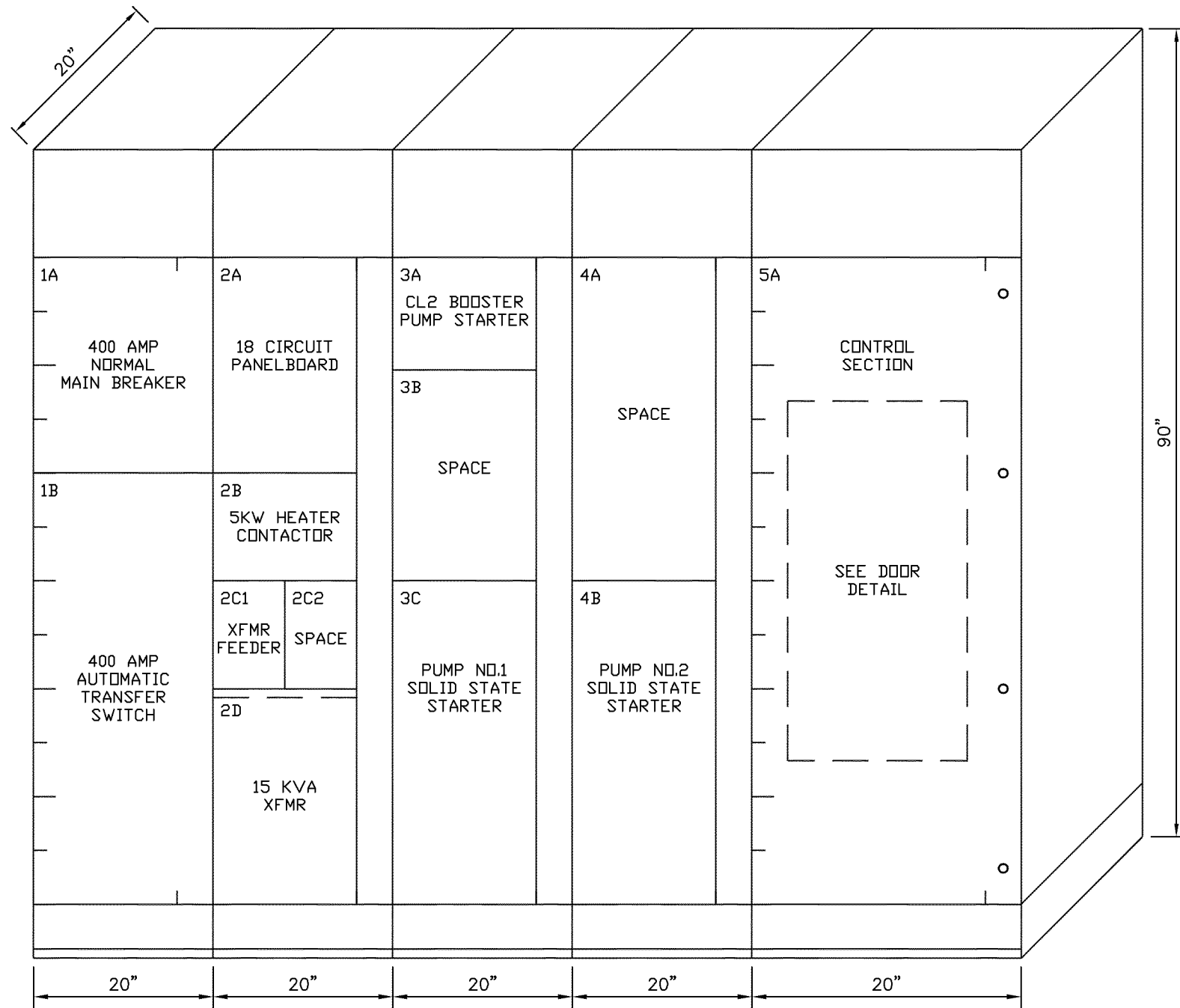
VALVE LOCATION



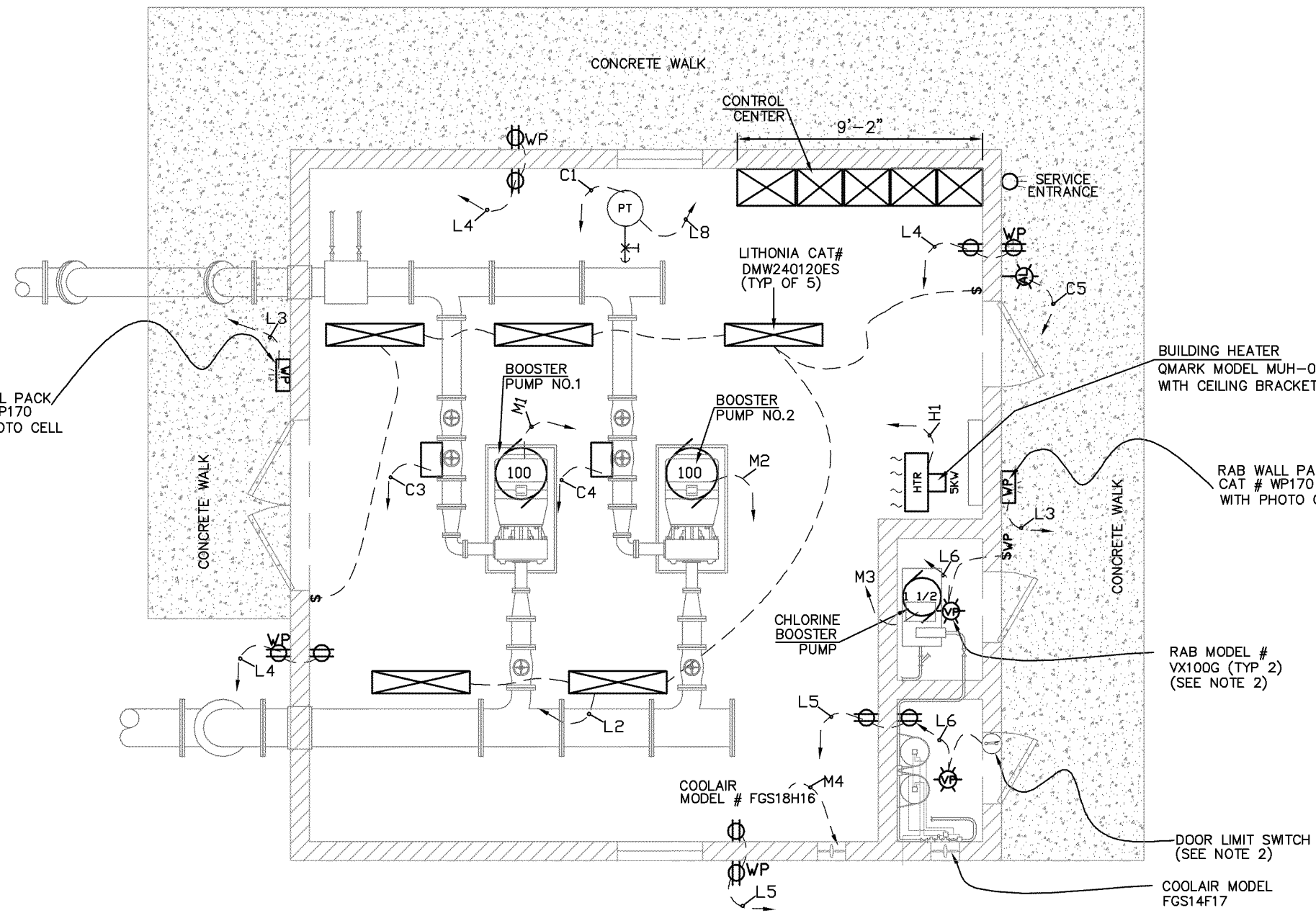
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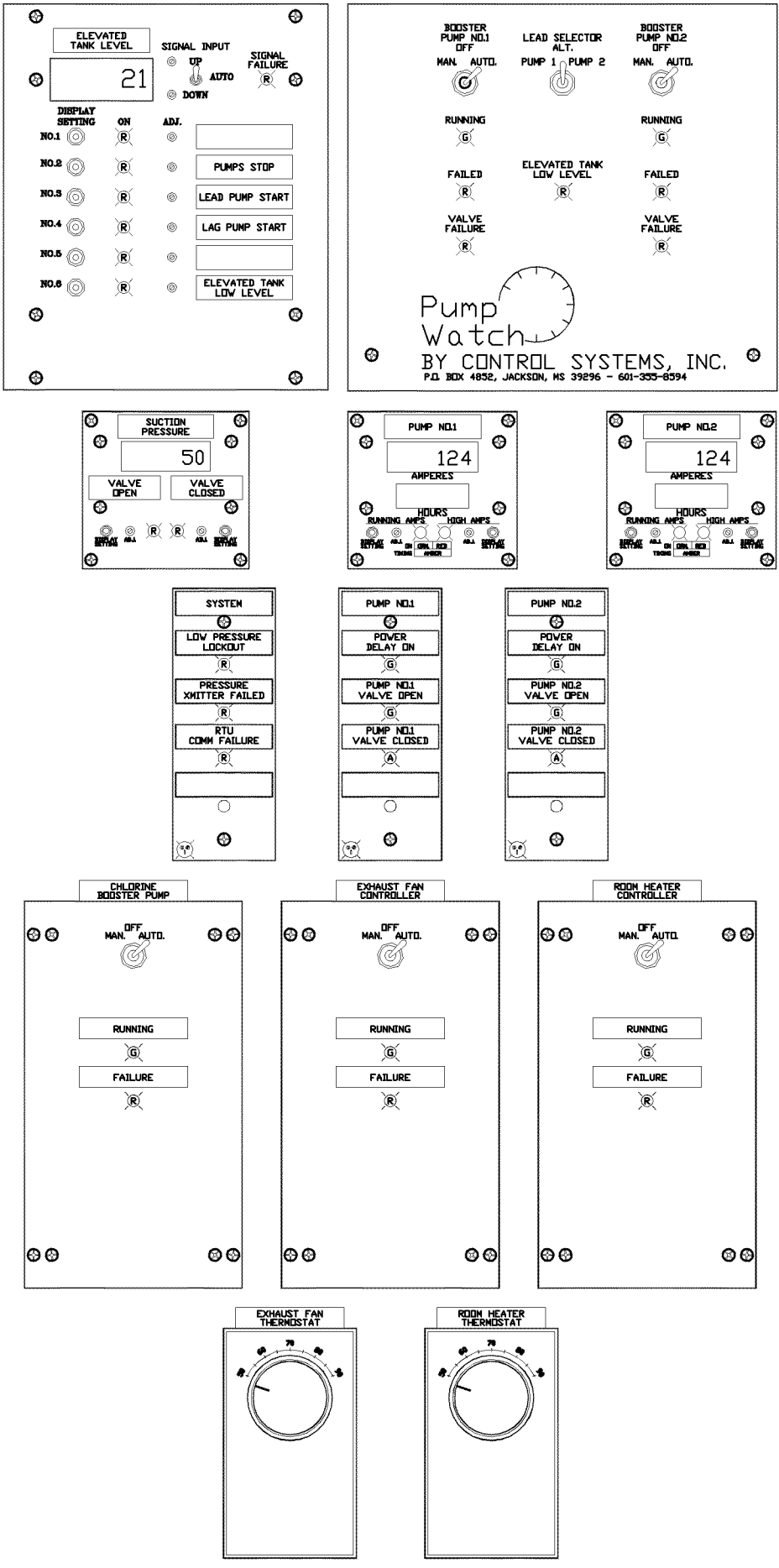
US HIGHWAY 98 BOOSTER STATION RTU MOTOR CONTROL CENTER
ONE LINE POWER DIAGRAM AND
PROCESS AND INSTRUMENTATION DIAGRAM (P&ID)



BOOSTER STATION
MOTOR CONTROL CENTER
PHYSICAL LAYOUT

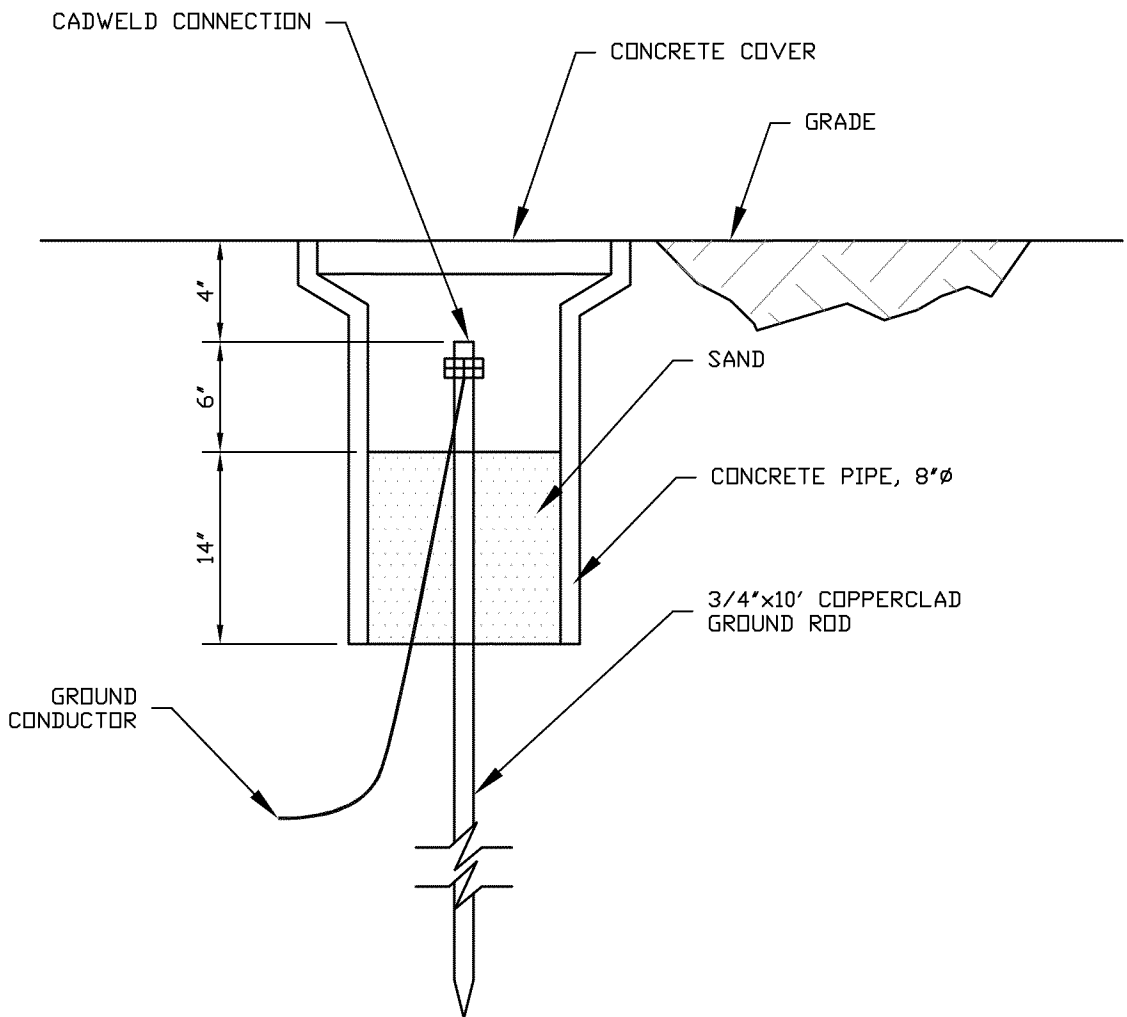


PUMP ROOM ELECTRICAL PLAN

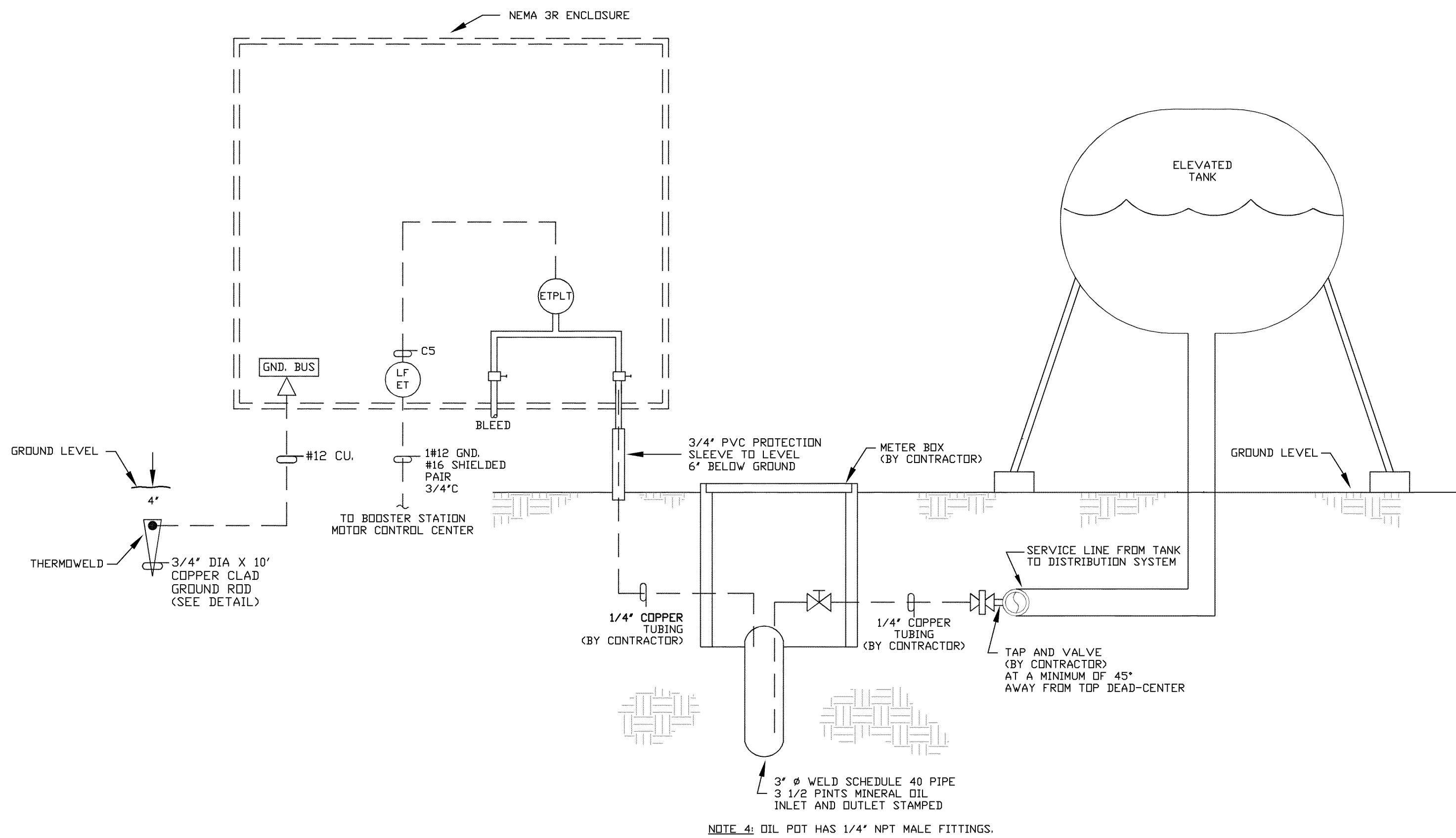


CONTROL PANEL
DEADFRONT DETAIL

NO.	DATE	DESCRIPTION	BY
1	01-30-2012	BOOSTER PUMP CONTROLS AND BUILDING ELECTRICAL	KDW
BOOSTER STATION CITY OF HATTIESBURG LAMAR COUNTY, MISSISSIPPI			
SD SHOWS, DEARMAN & WAITS, INC. CONSULTING ENGINEERS			
P.O. BOX 1711 HATTIESBURG, MISSISSIPPI 39403-1711 300 SECOND AVENUE HATTIESBURG, MISSISSIPPI 39401 HTTP://WWW.SD&W.COM P: (601) 544-1021 F: (601) 544-0501		P.O. BOX 1711 HATTIESBURG, MISSISSIPPI 39403-1711 300 SECOND AVENUE HATTIESBURG, MISSISSIPPI 39401 HTTP://WWW.SD&W.COM P: (601) 544-1021 F: (601) 544-0501	
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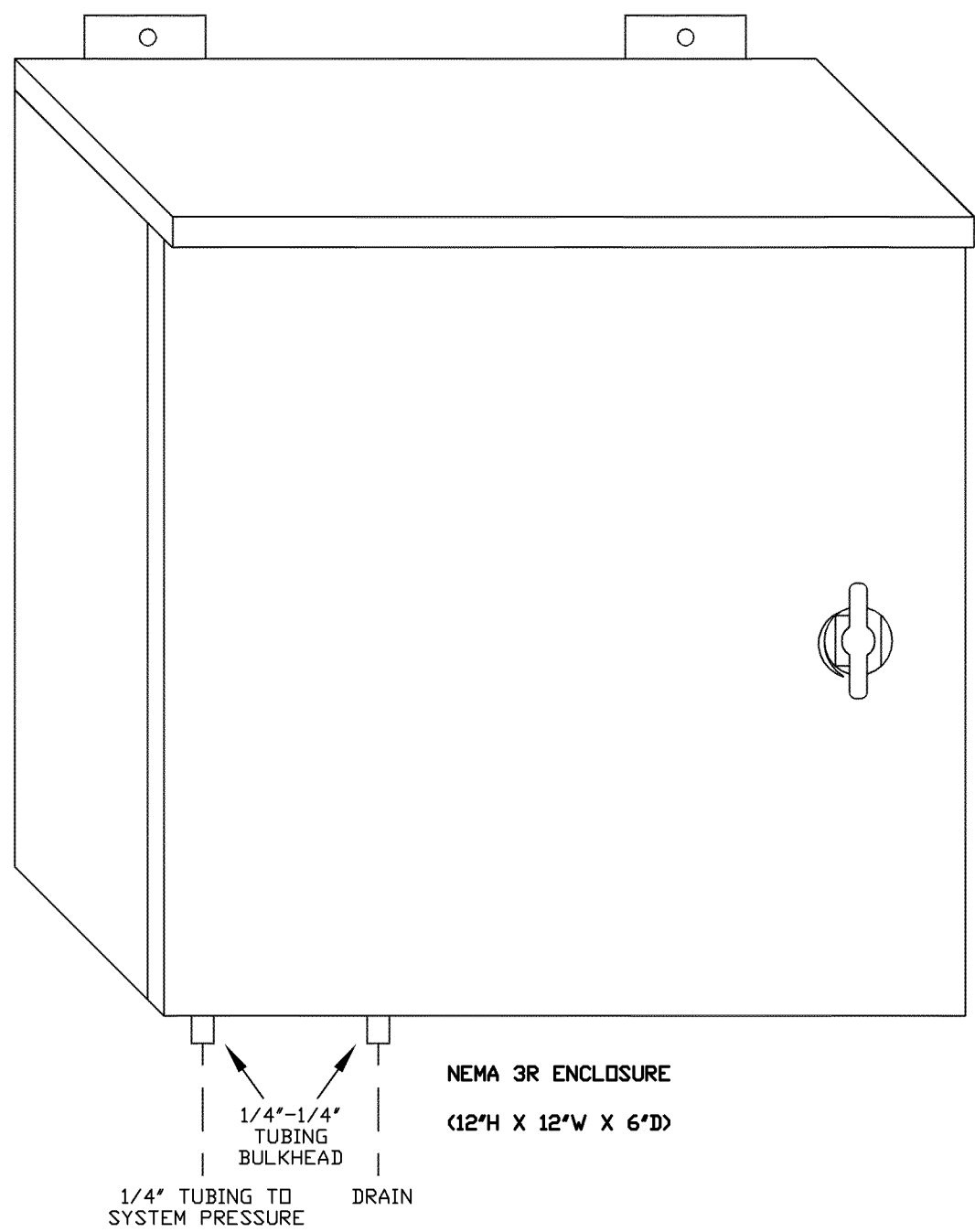


**SINGLE GROUND WELL
DETAIL FOR GROUND GRID**
(TYPICAL OF THREE)

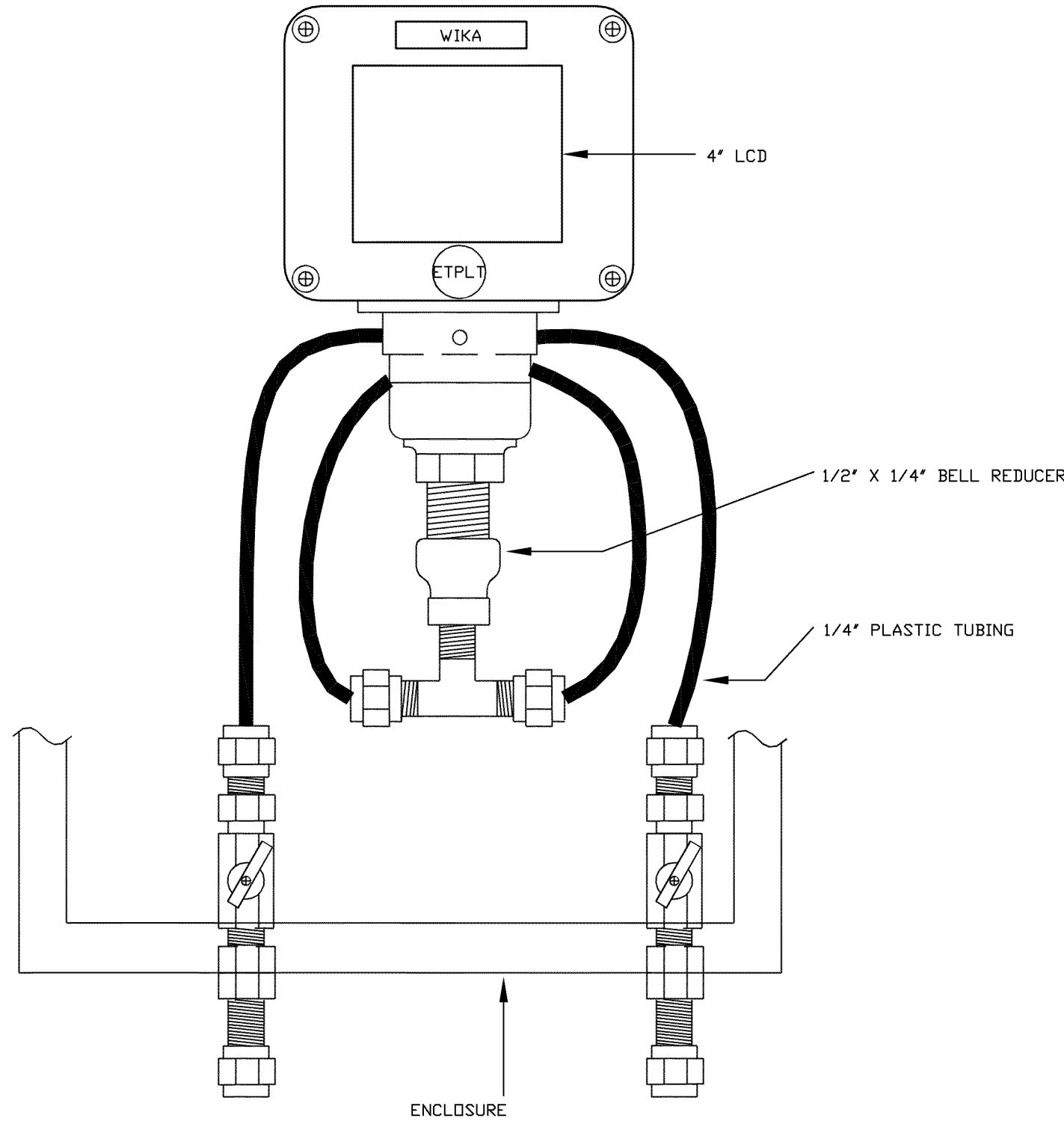


**ELEVATED TANK LEVEL TRANSMITTER PANEL
ONE LINE POWER DIAGRAM AND
PROCESS AND INSTRUMENTATION DIAGRAM (P&ID)**

DISTRIBUTION PANEL SCHEDULE											
CIRCUIT NUMBER	WIRE SIZE	BREAKER SIZE	DESCRIPTION OF LOAD	LOAD	KVA PER PHASE		LOAD	DESCRIPTION OF LOAD	BREAKER SIZE	WIRE SIZE	CIRCUIT NUMBER
					A	B					
1	#12	20A	CONTROL POWER					CHLORINE SOLENOID	20A	#12	2
3	#12	20A	INTERIOR BUILDING LIGHTING					EXTERIOR BUILDING LIGHTING	20A	#12	4
5	#12	20A	BUILDING RECEPTACLES					BUILDING RECEPTACLES	20A	#12	6
7	#12	20A	VAPORPROOF LIGHTS					BUILDING EXHAUST FAN	20A	#12	8
9	#12	20A	SPARE					SPARE	20A	#12	10
11	#12	20A	SPARE					SPARE	20A	#12	12
13	#12	20A	GENERATOR BLOCK HEATER					SPACE			14
15	#12	20A	GENERATOR BLOCK HEATER					PANELBOARD MAIN BREAKER	60A	#8	16
17	#12	20A	GENERATOR BATTERY CHARGER					PANELBOARD MAIN BREAKER	60A	#8	18
DISTRIBUTION PANEL LOCATED IN WTP CONTROL PANEL			TOTAL KVA				SERVICE CHARACTERISTICS: 120/240V - 1 PHASE - 3 WIRE - 60 Hz. 60 AMP. MAIN BREAKER WITH 100 AMP. BUS PROVIDE GROUND BUS				
			GRAND CONNECTED TOTAL KVA								



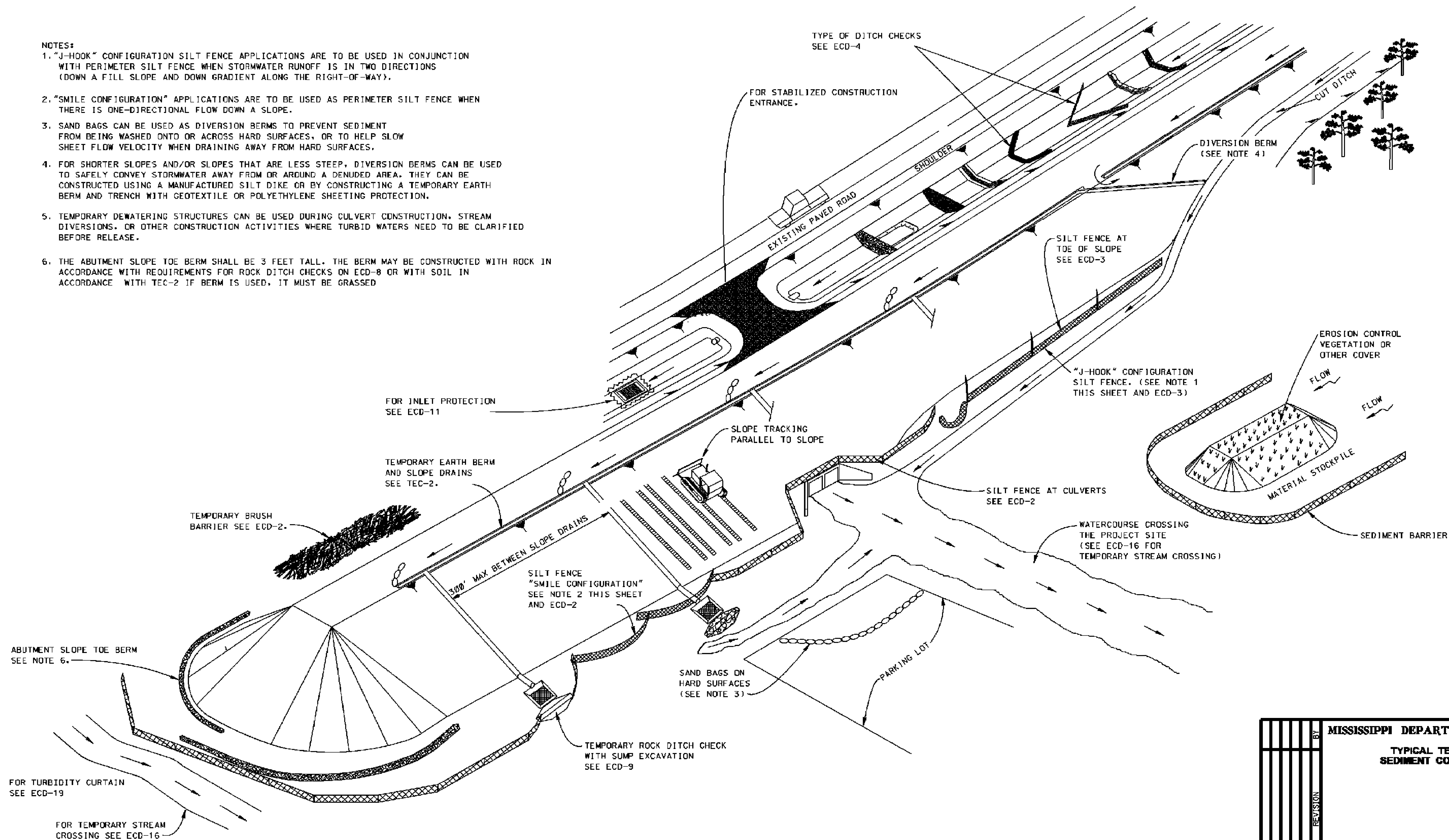
**TYPICAL ELEVATED TANK
LEVEL TRANSMITTER PANEL
PHYSICAL LAYOUT**



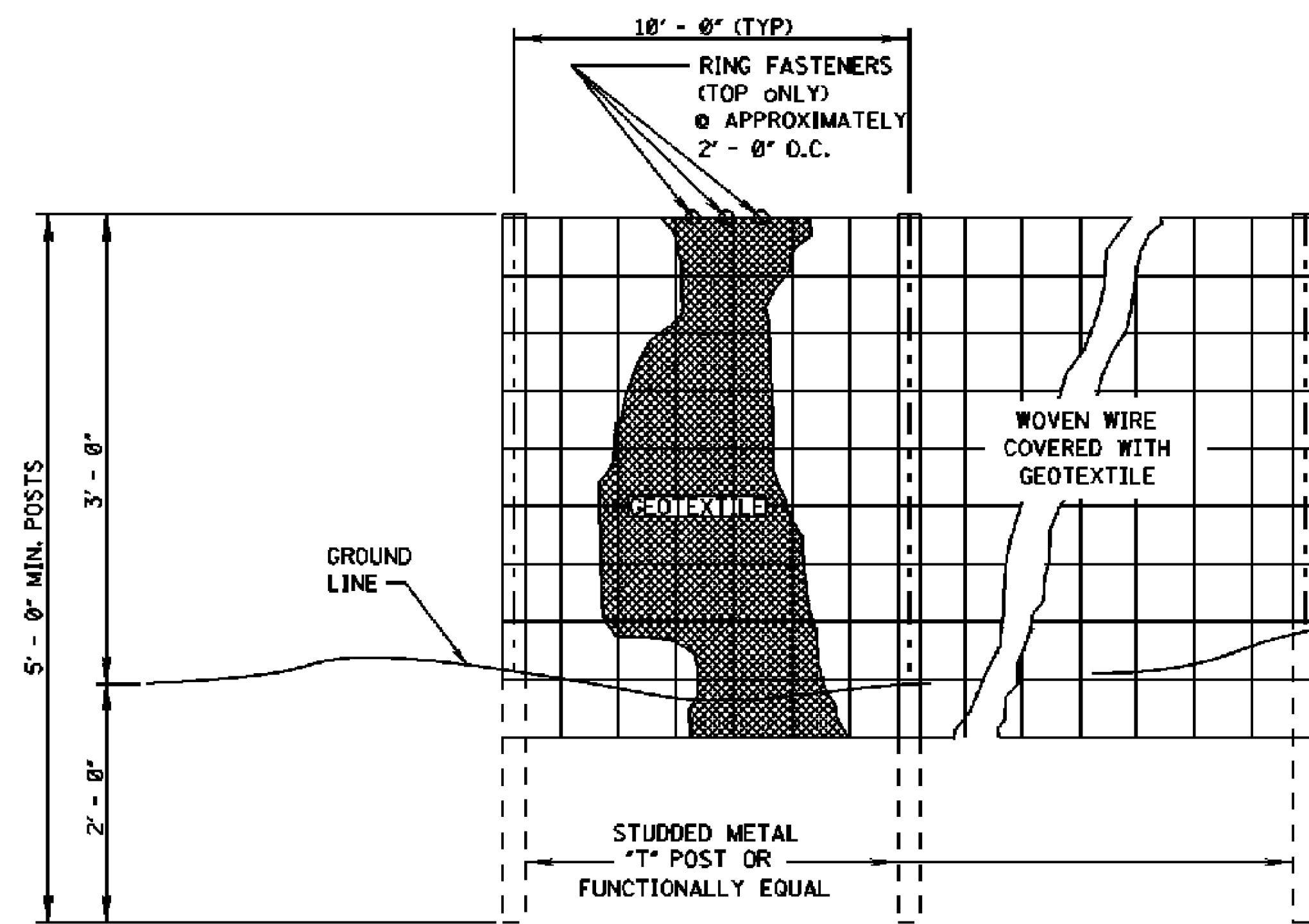
**ELEVATED TANK PRESSURE/LEVEL
TRANSMITTER (PLT) DETAIL**

NO.	DATE	DESCRIPTION	BY
CONTROL SCHEMATIC & DETAILS			
BOOSTER STATION CITY OF HATTIESBURG LAMAR COUNTY, MISSISSIPPI			
SD & W SHOWS, DEARMAN & WAITS, INC. CONSULTING ENGINEERS			
P.O. BOX 1711 HATTIESBURG, MISSISSIPPI 39403-1711 301 SECOND AVENUE HATTIESBURG, MISSISSIPPI 39401 HTTP://WWW.SD-W.COM F: (601) 544-1821 F: (601) 544-0501			
Drawn by: CSI		Checked by: KDW	
Date: 01-30-2012		Scale: NOT TO SCALE	
Drawing No.: 1273-W002		Sheet No. 7	

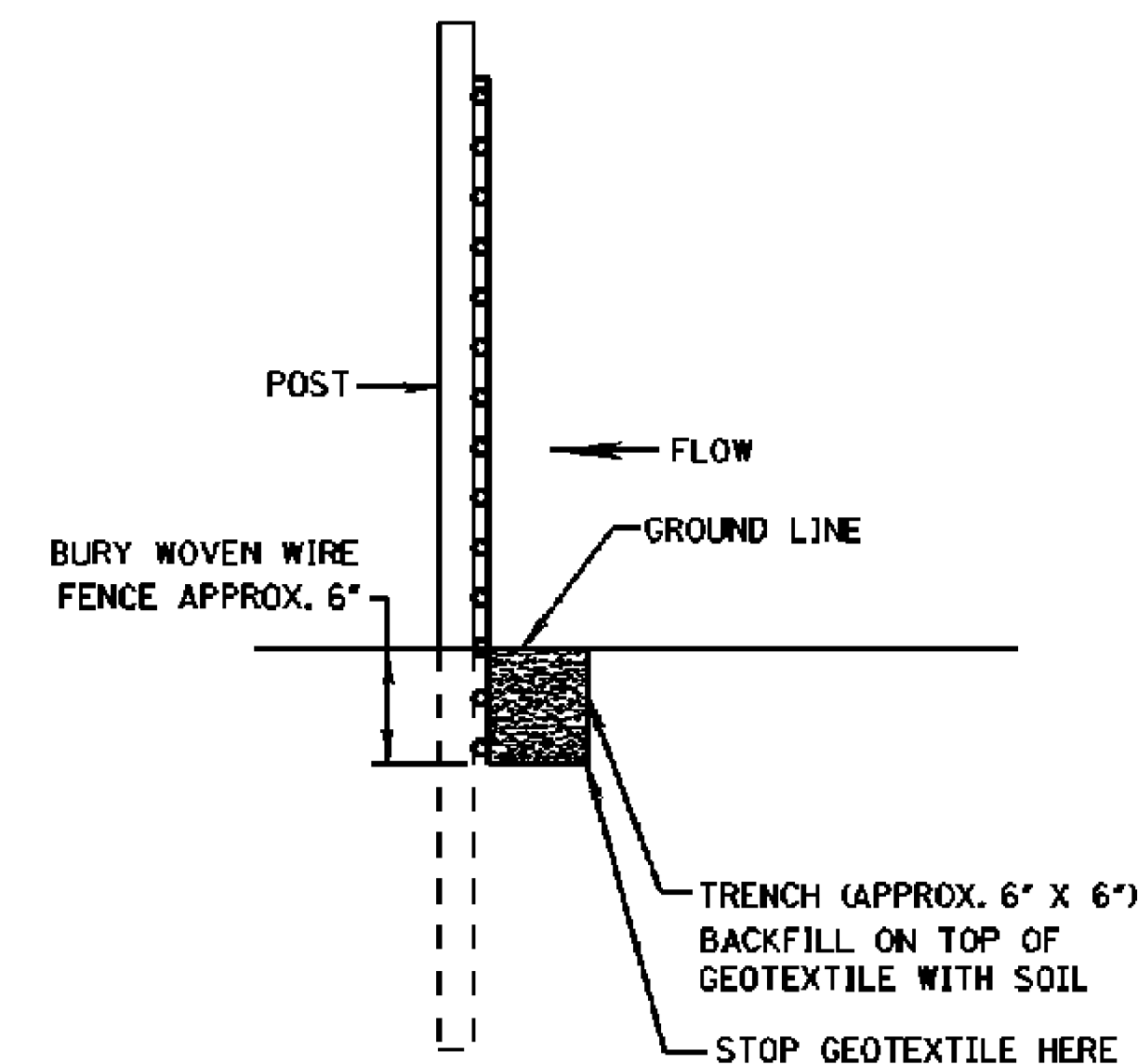
- NOTES:
1. "J-HOOK" CONFIGURATION SILT FENCE APPLICATIONS ARE TO BE USED IN CONJUNCTION WITH PERIMETER SILT FENCE WHEN STORMWATER RUNOFF IS IN TWO DIRECTIONS (DOWN A FILL SLOPE AND DOWN GRADIENT ALONG THE RIGHT-OF-WAY).
 2. "SMILE CONFIGURATION" APPLICATIONS ARE TO BE USED AS PERIMETER SILT FENCE WHEN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



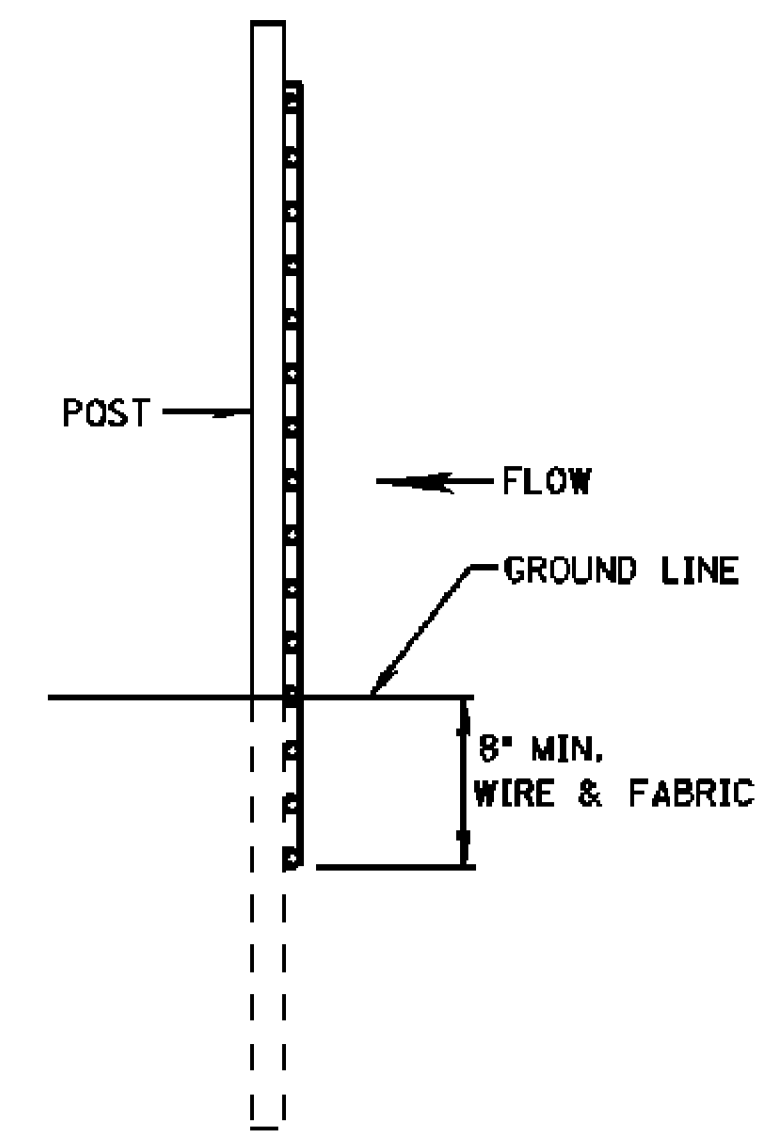
MISSISSIPPI DEPARTMENT OF TRANSPORTATION			
TYPICAL TEMPORARY EROSION/ SEDIMENT CONTROL APPLICATIONS			
DATE	BY	REVISION	WORKING NUMBER
			ECD-1
FILENAME: EROSION CONTROL\ECD-1.DGN		SHEET NUMBER	
DESIGN TEAM	CHECKED	DATE	8



ELEVATION VIEW



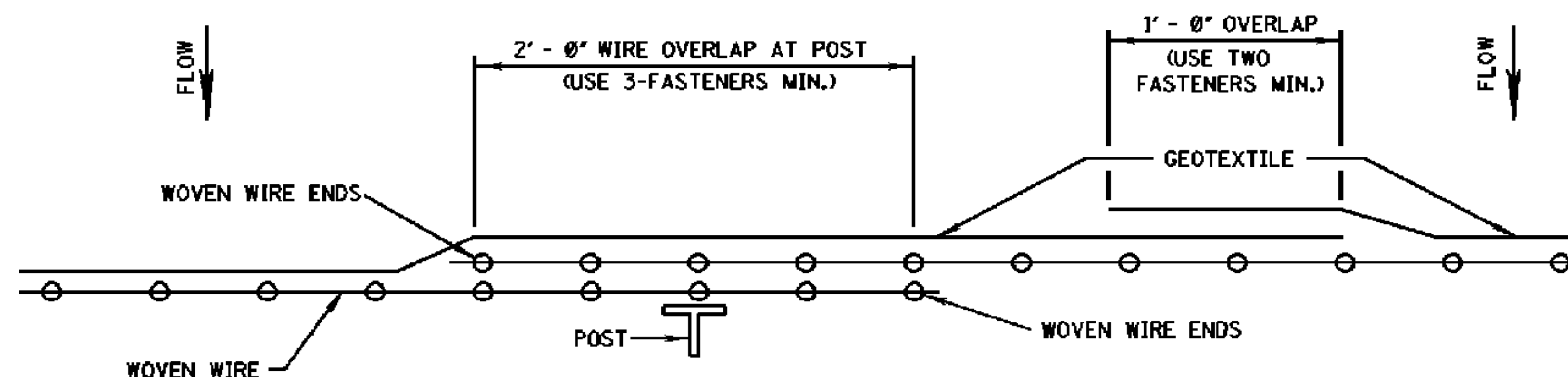
METHOD I



METHOD II
MECHANICAL INSTALLATION

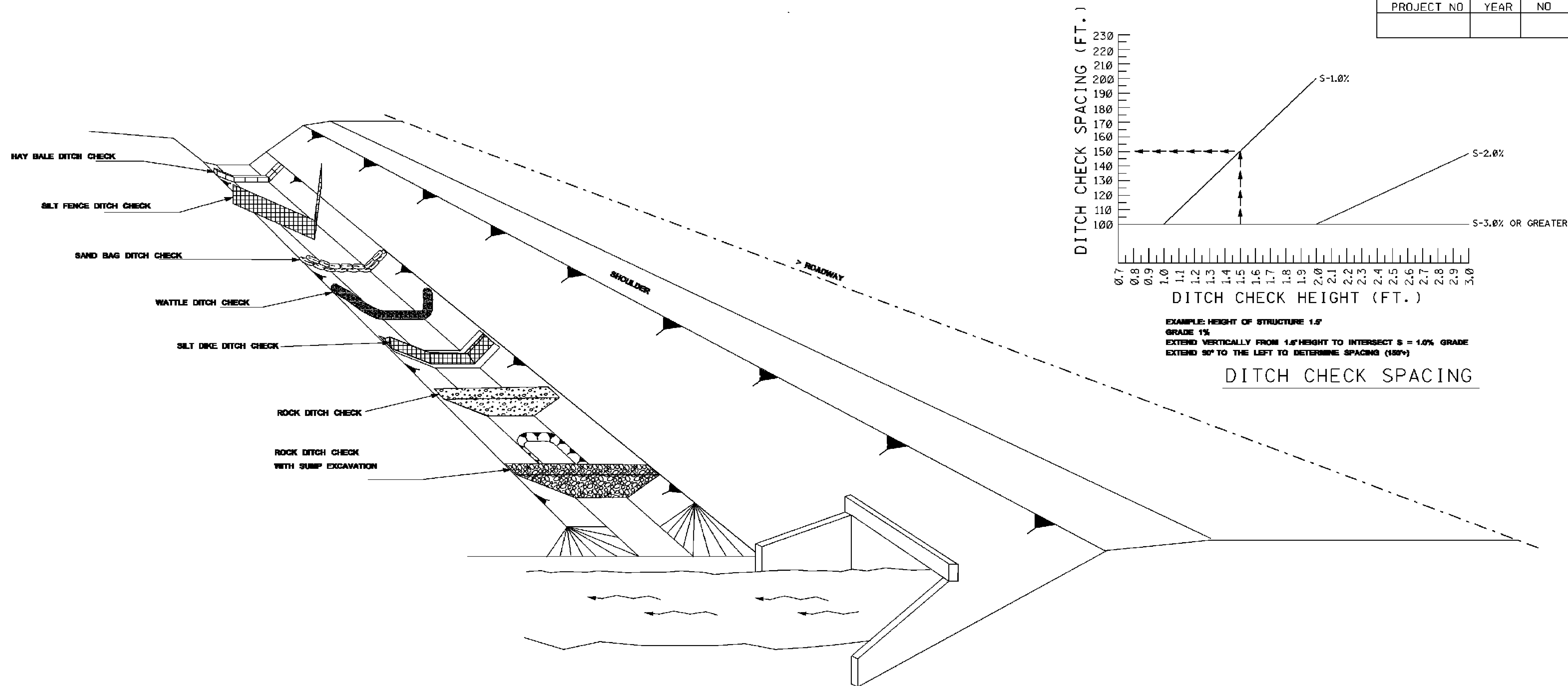
SIDE VIEW

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



PLAN VIEW
REQUIRED LAPPING

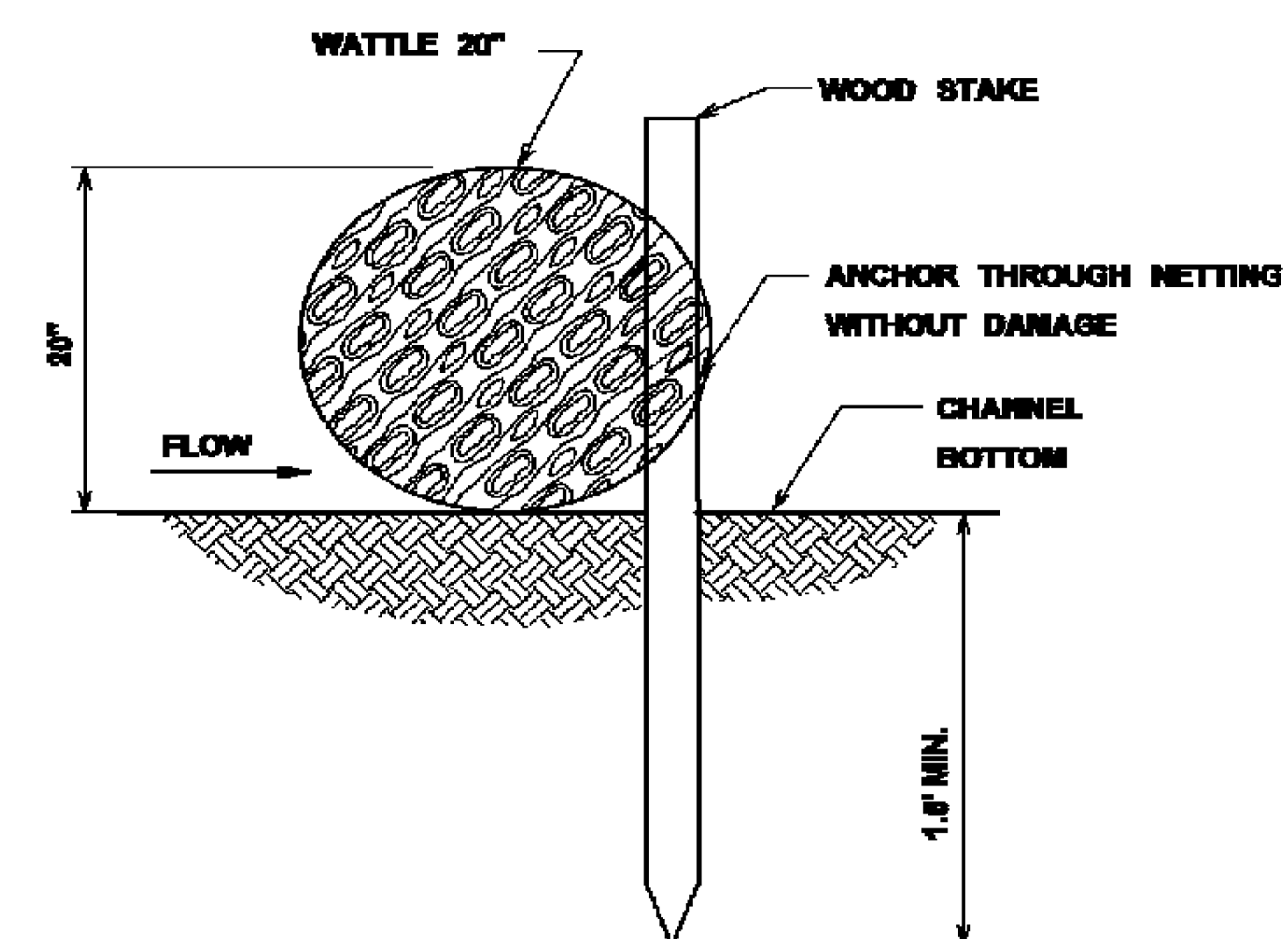
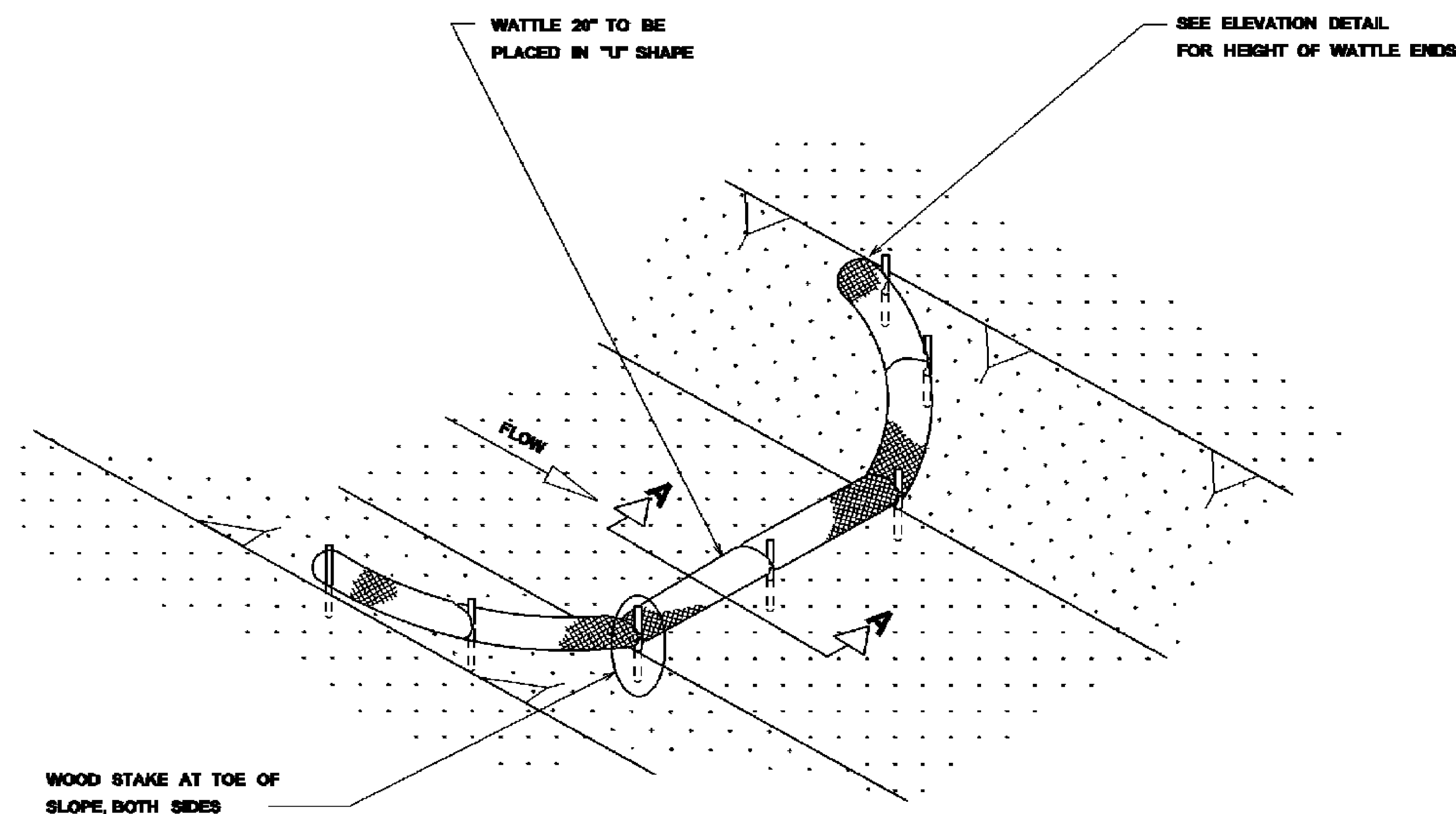
MISSISSIPPI DEPARTMENT OF TRANSPORTATION			
DETAILS OF SILT FENCE INSTALLATION			
DATE	REVISION	BY	WORKING NUMBER
			ECD-3
FILENAME: EROSION CONTROL\ECD-3.DGN		SHEET NUMBER	
DESIGN TEAM		CHECKED DATE	
		10	



NOTES:

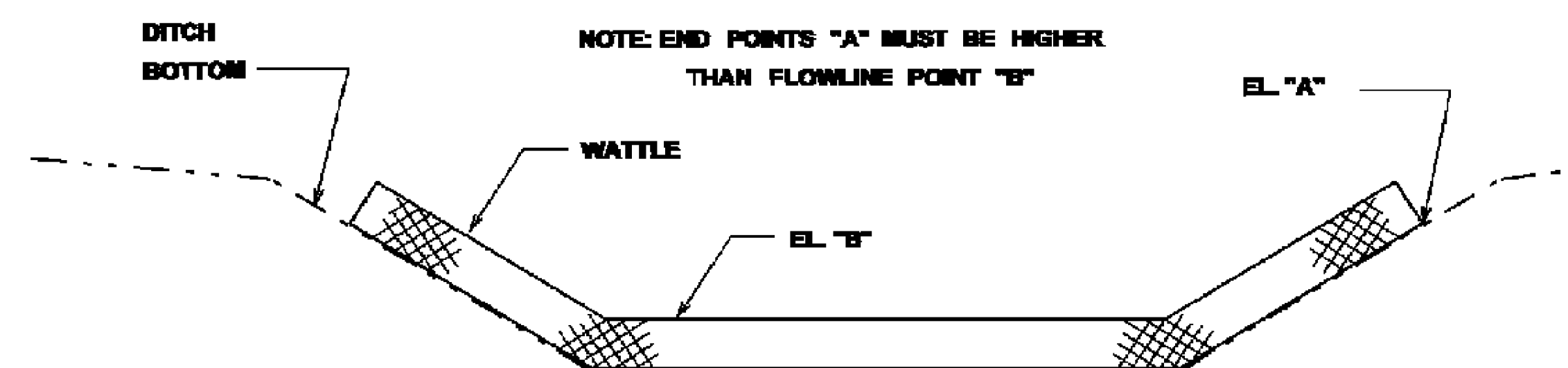
1. THE DITCH CHECK PERSPECTIVE ILLUSTRATES A TOOL BOX OF TEMPORARY PRACTICES THAT MAY BE USED. DITCH CHECKS ARE INSTALLED TO CONTROL RUNOFF VELOCITY AND THUS REDUCE EROSION AND PROVIDE FOR TRAPPING OF SEDIMENTS.
2. SELECTION OF THE APPROPRIATE DITCH CHECK SHOULD BE A FUNCTION OF CONSTRUCTION PHASE, DRAINAGE AREA, DITCH GRADIENT, SOIL TYPE ECONOMY AND SAFETY.
3. DITCH CHECKS CAN BE REMOVED FOR MAINTENANCE AND/OR REPLACEMENT BUT MUST REMAIN IN PLACE UNTIL UPSLOPE AREAS HAVE BEEN PERMANENTLY STABILIZED. MAINTENANCE INCLUDES REMOVAL OF SEDIMENT BEGINNING WHEN SEDIMENT ACCUMULATION REACHES 1/3 THE CAPACITY OR HEIGHT OF THE STRUCTURE AND NEVER ALLOWING FOR SEDIMENT TO ACCUMULATE MORE THAN 1/2 THE VOLUME OR HEIGHT OF THE DITCH CHECK STRUCTURE.
4. HAY BALES ARE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
5. SILTY FENCE DITCH CHECKS ARE USED WHERE IT HAS BEEN DETERMINED THAT HAY BALE CHECKS ARE INADEQUATE. SILTY FENCE DITCH CHECKS ARE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
6. SAND BAG DITCH CHECKS ARE USED FOR VELOCITY REDUCTION AND MINIMAL SEDIMENT TRAPPING IN CONCRETE PAVED DITCHES OR IN DITCHES THAT HAVE ROCKY BOTTOMS.
7. WATTLE DITCH CHECKS ARE APPROPRIATE FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.
8. SILTY DIKES CAN BE USED IN DITCHES WITH CONCENTRATED FLOWS WITHIN THE CLEAR ZONE WHERE RIPRAP CAN NOT BE USED AS CONSTRUCTION PROGRESSES.
9. ROCK DITCH CHECK WITH SUMP EXCAVATION CAN BE PLACED IN DITCHES TO ASSURE ON-SITE SEDIMENT TRAPPING REQUIREMENTS ARE MET. DITCH CHECK WITH SUMP EXCAVATION IS USED WHEN DITCHES RECEIVE DRAINAGE FROM CUT OR FILL SLOPES OR OTHER CRITICAL AREAS WHERE SOIL EROSION IS EXPECTED. DRAINAGE AREA FOR A TEMPORARY SEDIMENT TRAP SHALL NOT EXCEED 3 ACRES. THEY CAN BE USED IN SERIES TO INCREASE ON-SITE SEDIMENT TRAPPING EFFICIENCY.
10. IN GENERAL, DITCH CHECKS SHOULD NOT BE PLACED IN LIVE STREAMS.
11. CONFIGURATION AND SPACING MAY BE ADJUSTED IF APPROVED BY THE ENGINEER TO ACCOMMODATE TRAVELWAY SAFETY, WATER FLOW, OR SOIL AND INSTALLATION CHALLENGES.

BY		MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
REVISION		DITCH CHECK STRUCTURES, TYPICAL APPLICATIONS AND DETAILS	
DATE	DESIGN TEAM	FILENAME: EROSION CONTROL/ECD-4.DGN	WORKING NUMBER ECD-4
	CHECKED	DATE	SHEET NUMBER 11



SECTION A-A

DETAIL (DITCH CHECK)



ELEVATION DETAIL

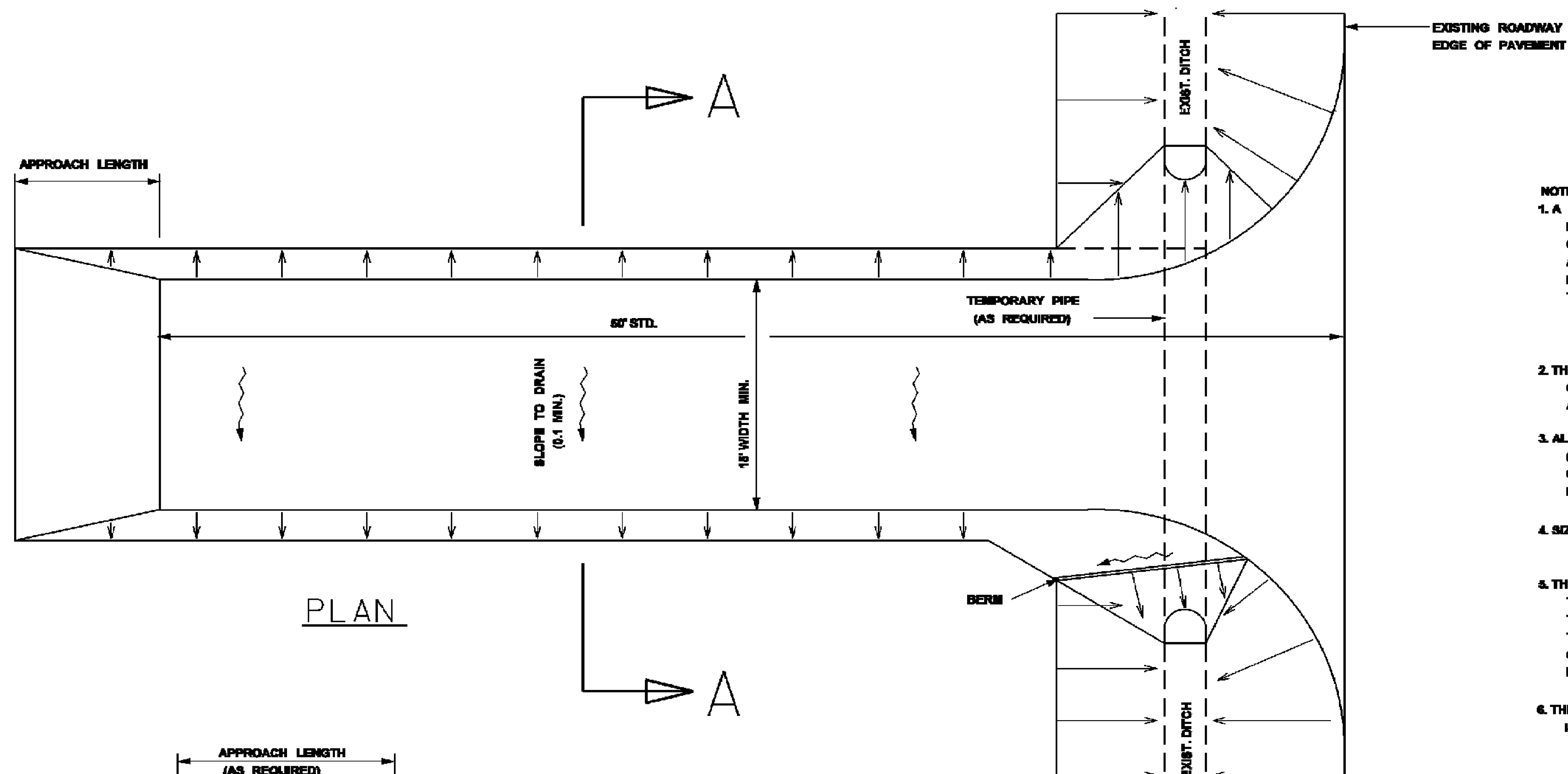
WATTLE DITCH CHECK SELECTION GUIDELINES

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

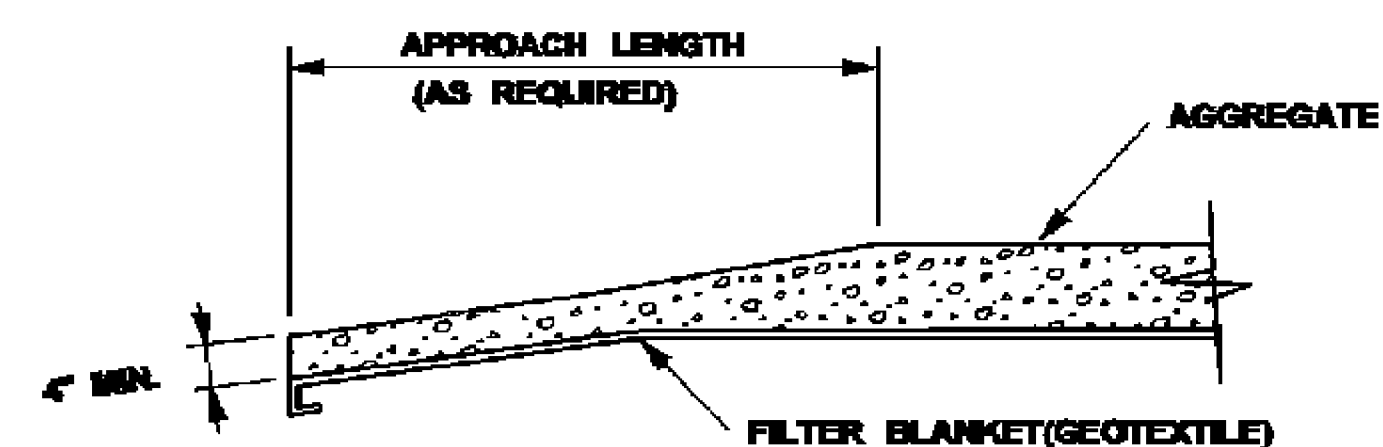
NOTES:

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

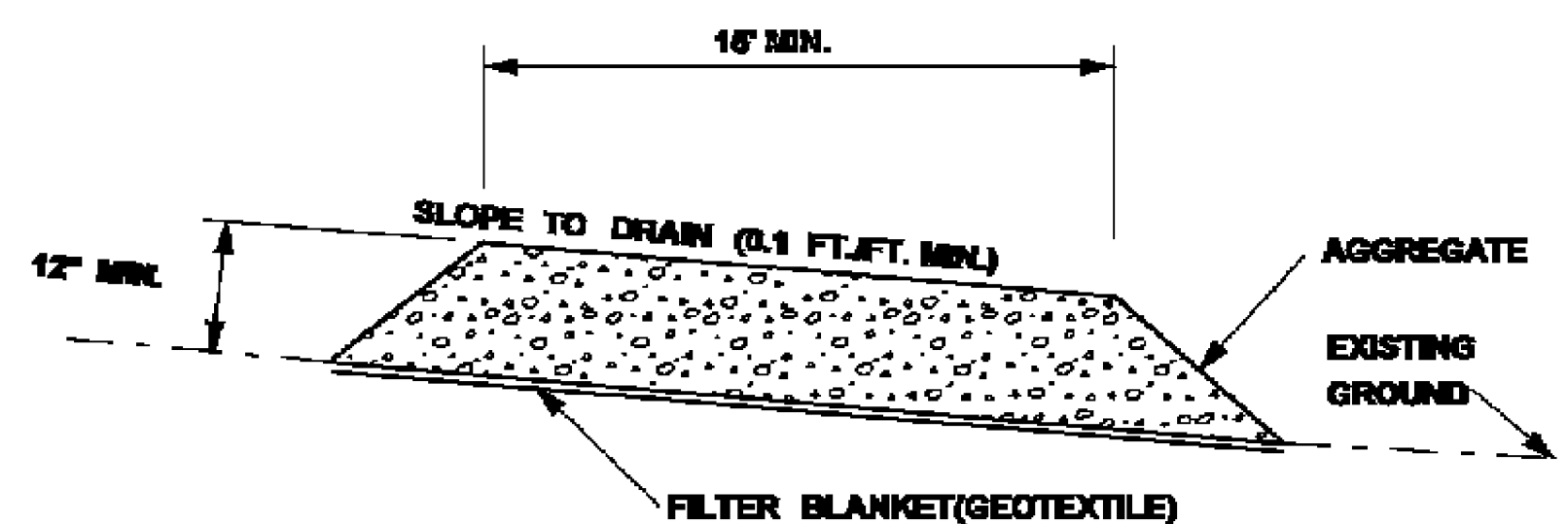
BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
	DETAILS OF EROSION CONTROL WATTLE DITCH CHECK	
REVISION		
DATE	FILENAME: EROSION CONTROL/ECD-UDGN	WORKING NUMBER ECD-6 SHEET NUMBER 12
	DESIGN TEAM	CHECKED: DATE



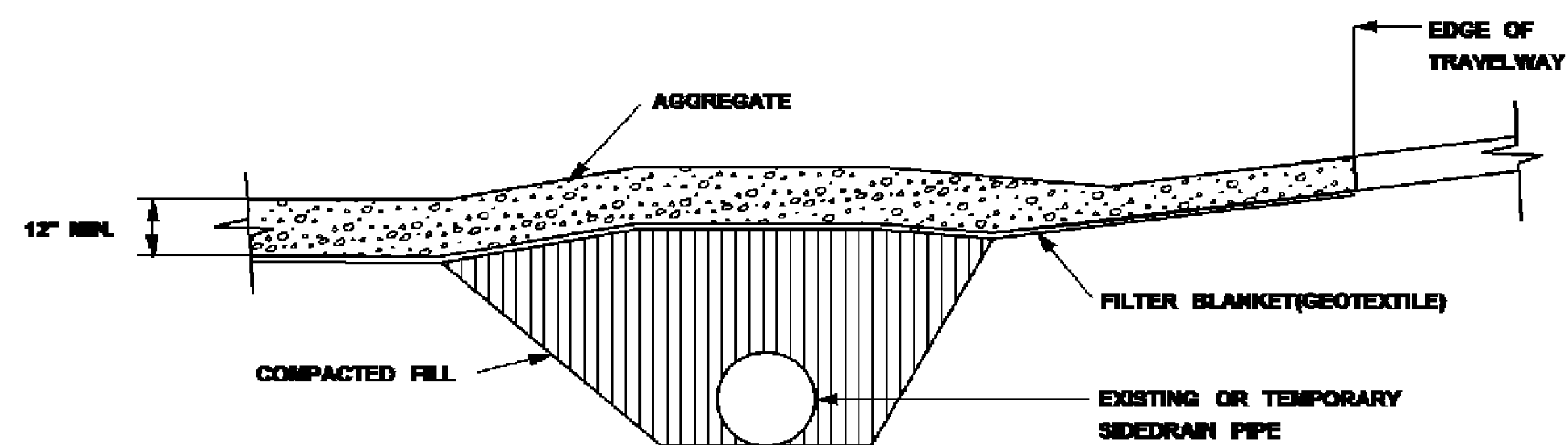
PLAN



TRANSITION DETAIL



SECTION A-A

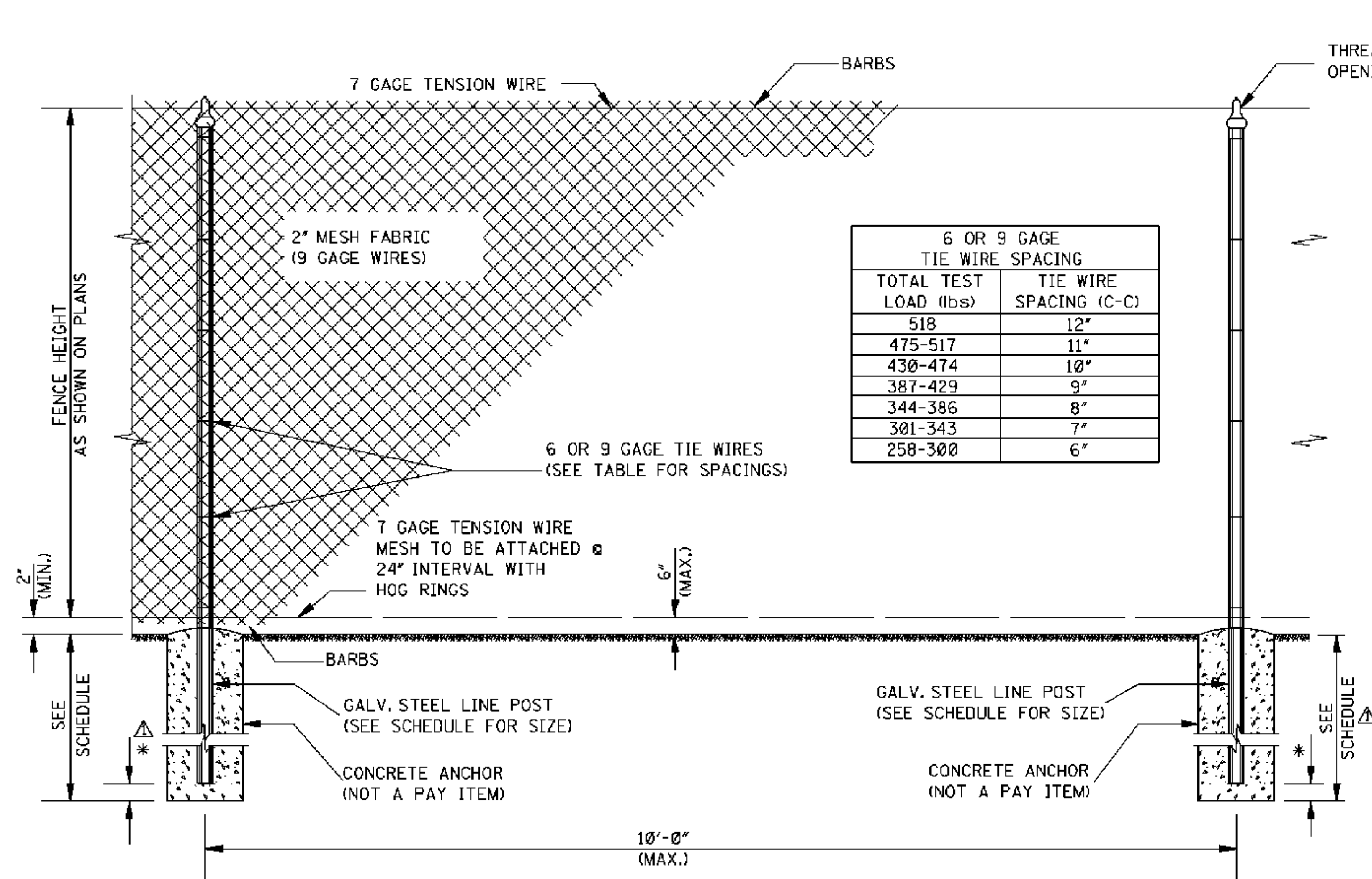


RURAL CONNECTION DETAIL

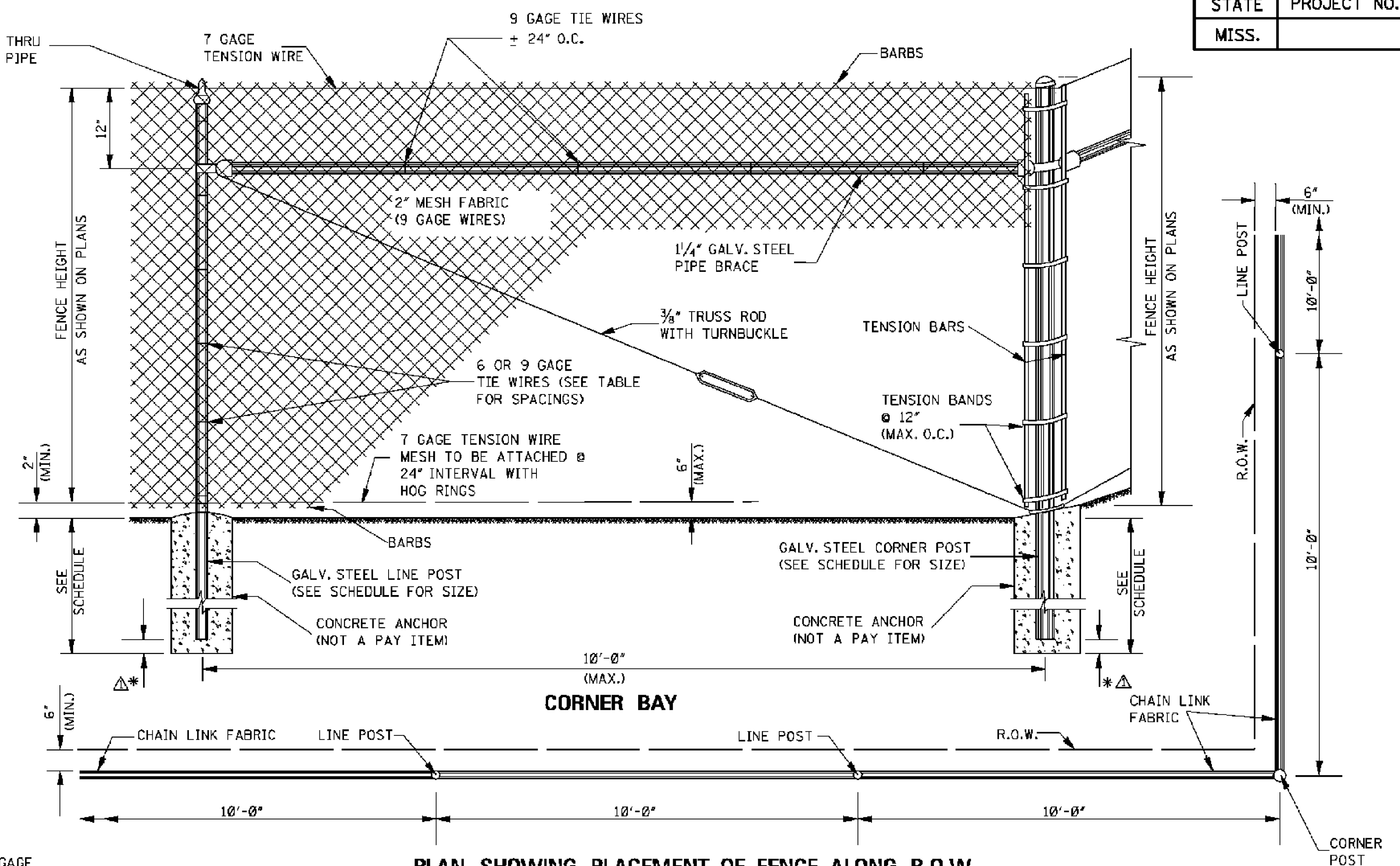
NOTES:

1. A STABILIZED CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED AT POINTS OF EGRESS FROM UNSTABILIZED AREAS OF THE PROJECT TO PUBLIC ROADS WHERE OFFSITE TRACKING OF MUD COULD OCCUR. TRAFFIC FROM UNSTABILIZED AREAS OF THE PROJECT SHALL BE DIRECTED THRU THE STABILIZED ENTRANCE. BARRIERS, FLAGGING, OR OTHER POSITIVE MEANS SHALL BE USED AS REQUIRED TO LIMIT AND DIRECT VEHICULAR EGRESS ACROSS THE STABILIZED ENTRANCE.
2. THE CONTRACTOR MAY PROPOSE AN ALTERNATIVE TECHNIQUE TO MINIMIZE OFFSITE TRACKING OF SEDIMENT. THE ALTERNATIVE MUST BE REVIEWED AND APPROVED BY THE ENGINEER PRIOR TO ITS USE.
3. ALL MATERIALS SPILLED, DROPPED, OR TRACKED ONTO PUBLIC ROADS (INCLUDING THE STABILIZED CONSTRUCTION ENTRANCE AGGREGATE AND CONSTRUCTION MUD) SHALL BE REMOVED DAILY, OR MORE FREQUENTLY IF SO DIRECTED BY THE ENGINEER.
4. SIZE 1 STABILIZER AGGREGATE SHALL BE USED.
5. THE STABILIZED CONSTRUCTION ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL ALLOW IT TO PERFORM ITS FUNCTION TO PREVENT OFFSITE TRACKING. THE STABILIZED CONSTRUCTION ENTRANCE SHALL BE RINSED WHEN NECESSARY TO MOVE ACCUMULATED MUD DOWNWARD THRU THE STONE. ADDITIONAL STABILIZATION OF THE VEHICULAR ROUTE LEADING TO THE STABILIZED ENTRANCE MAY BE REQUIRED TO LIMIT THE MUD TRACKED.
6. THE NOMINAL SIZE OF A STANDARD STABILIZED CONSTRUCTION ENTRANCE IS 18' X 60' UNLESS OTHERWISE SHOWN IN THE EROSION CONTROL PLAN.

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LINE BAY



CORNER BAY

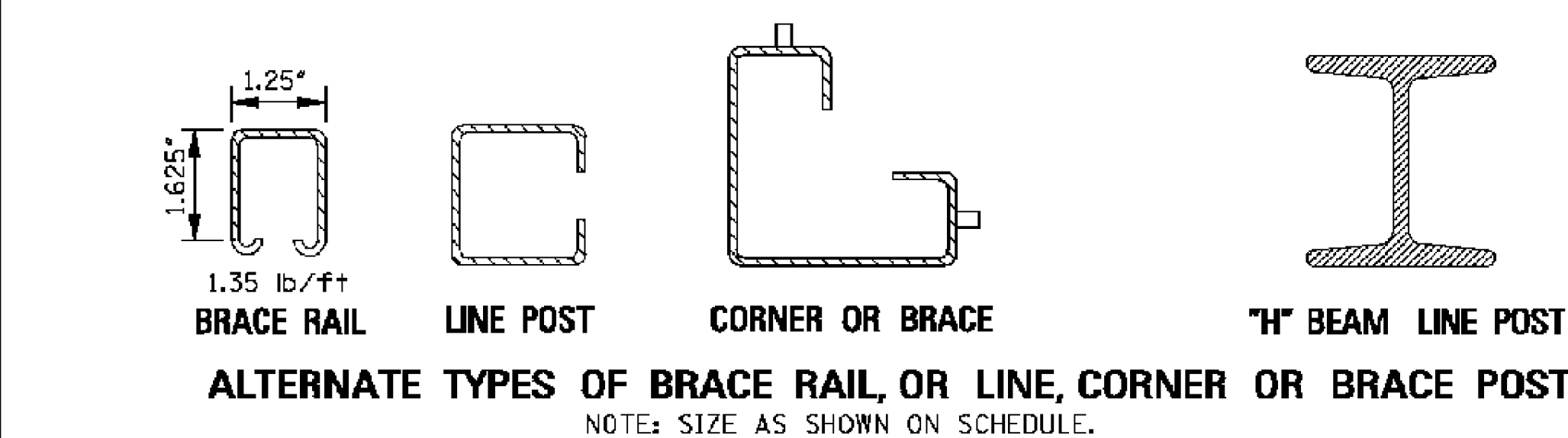
PLAN SHOWING PLACEMENT OF FENCE ALONG R.O.W.

△* = HOLE DEPTH - POST DEPTH

FENCE HEIGHT	POST TYPES	MINIMUM POST SIZE			MIN. ANCHOR SIZE		
		ROUND NPS (I.D.)	"H" BEAM SIZE	"C" BEAM SIZE	HOLE DIA.	HOLE DEPTH	POST DEPTH
LESS THAN 6'	LINE	1 1/2"	2.250" X 1.625"	1.875" X 1.625"	7"	28"	22"
LESS THAN 6'	END, CORNER & BRACE	2"	-----	3.500" X 3.500"	10"	32"	28"
6' THRU 12'	LINE	2"	2.250" X 1.625"	2.250" X 1.700"	8"	38"	34"
6' THRU 12'	END, CORNER & BRACE	2 1/2"	-----	3.500" X 3.500"	12"	44"	40"

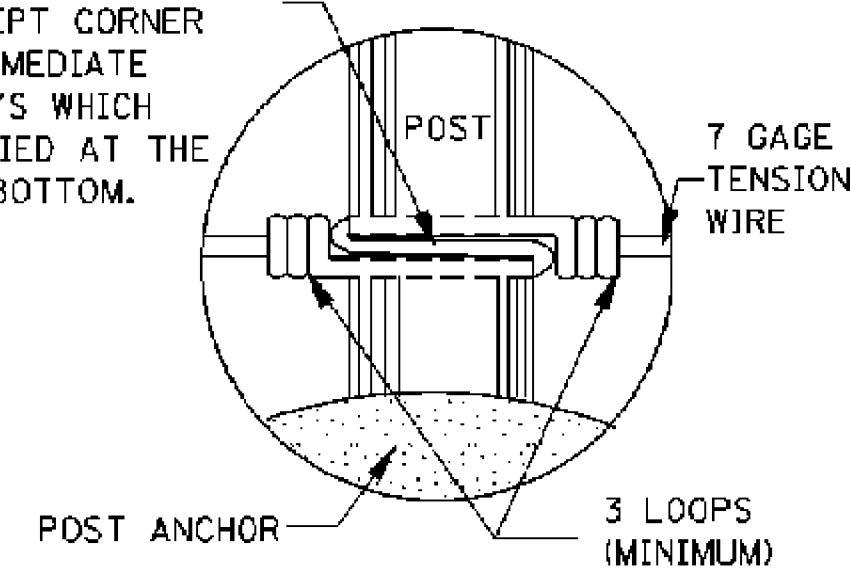
GENERAL NOTES:

- PIPE SIZES SHOWN FOR POSTS, BRACES AND RAILS ARE NOMINAL INSIDE DIAMETERS. ALL POSTS, BRACES AND RAILS SHALL CONFORM TO THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.
- 3/8" TRUSS RODS ARE NOT REQUIRED WHEN CONNECTING LESS THAN FOUR (4) PANEL LENGTHS TO STRUCTURES.
- THE FENCE SHALL BE GROUNDED IN ACCORDANCE WITH THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION SPECIFICATIONS. COST TO BE ABSORBED IN OTHER PAY ITEMS.
- MESH TO BE ATTACHED AT 24" INTERVALS TO TOP AND BOTTOM TENSION WIRE WITH HOG RINGS OR OTHER APPROVED METHODS.
- WHERE A C-SECTION POST, WITH A "J" SLOT IS PROVIDED AS THE LINE POST, THE "J" SLOT MAY BE USED TO ATTACH THE TENSION WIRE TO THE TOP OF THE POST IN LIEU OF A POST TOP.

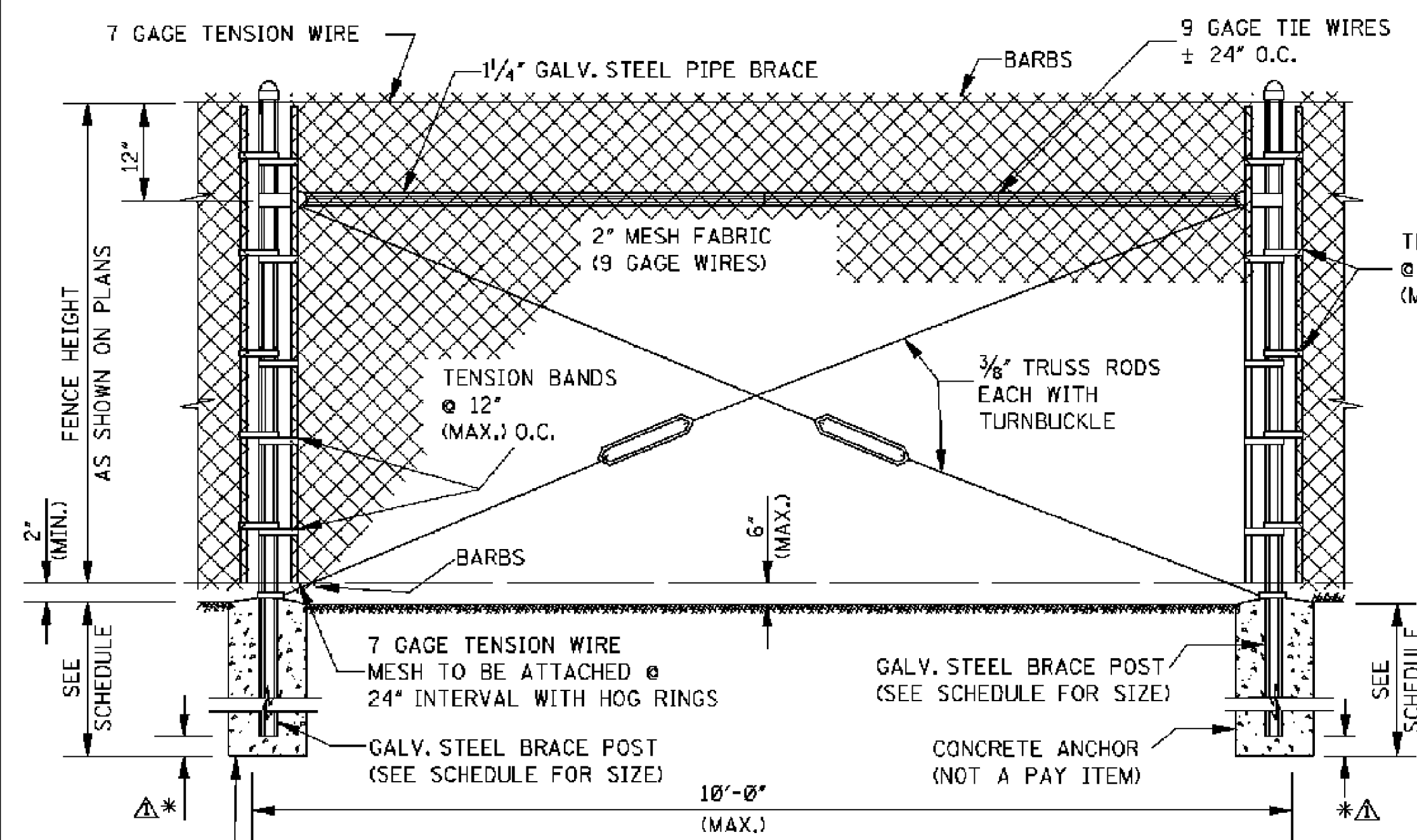


ALTERNATE TYPES OF BRACE RAIL, OR LINE, CORNER OR BRACE POST

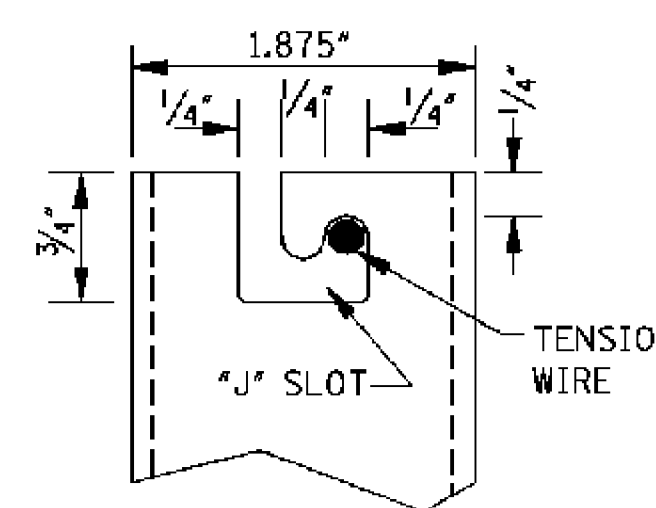
WRAP 9 GAGE WIRE 1.5 LOOPS UNDER TENSION AROUND POST AT BOTTOM ONLY, EXCEPT CORNER AND INTERMEDIATE BRACE BAYS WHICH WILL BE TIED AT THE TOP AND BOTTOM.



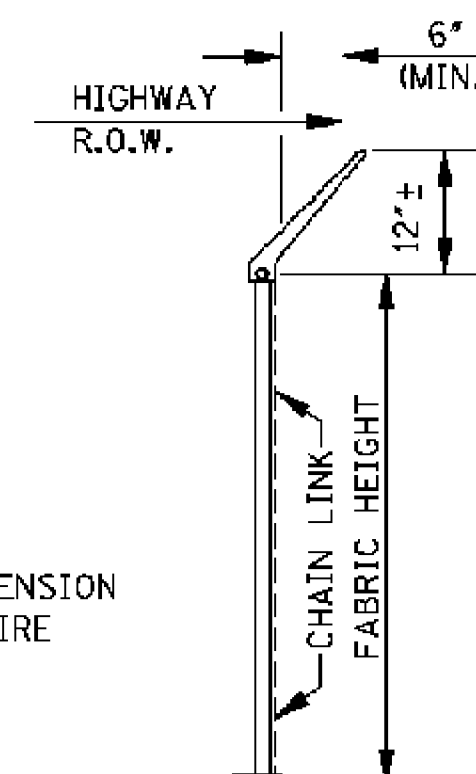
TENSION WIRE TIE DETAILS



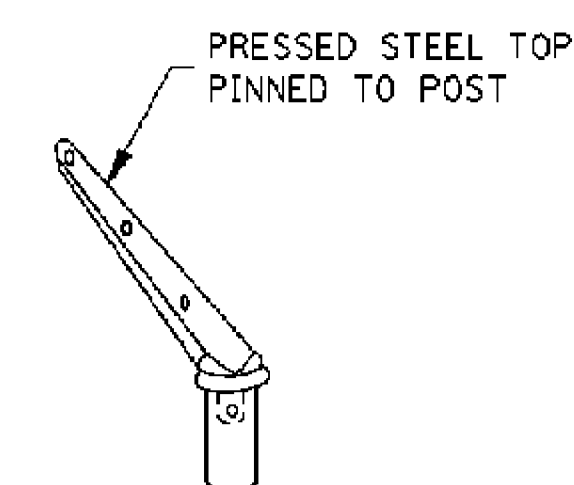
INTERMEDIATE BRACE BAY



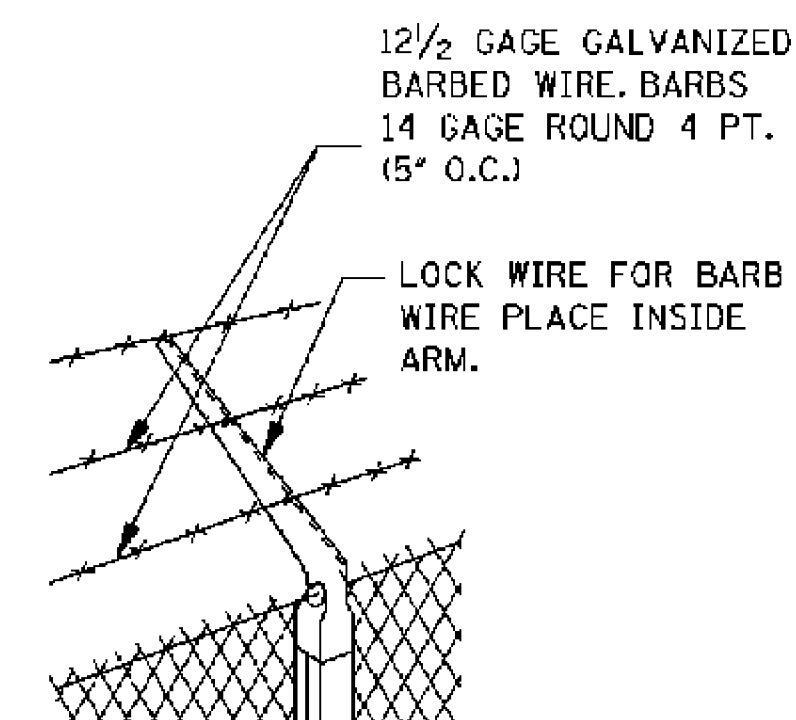
C-SECTION "J" SLOT DETAIL



END ELEVATION



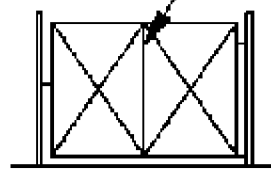
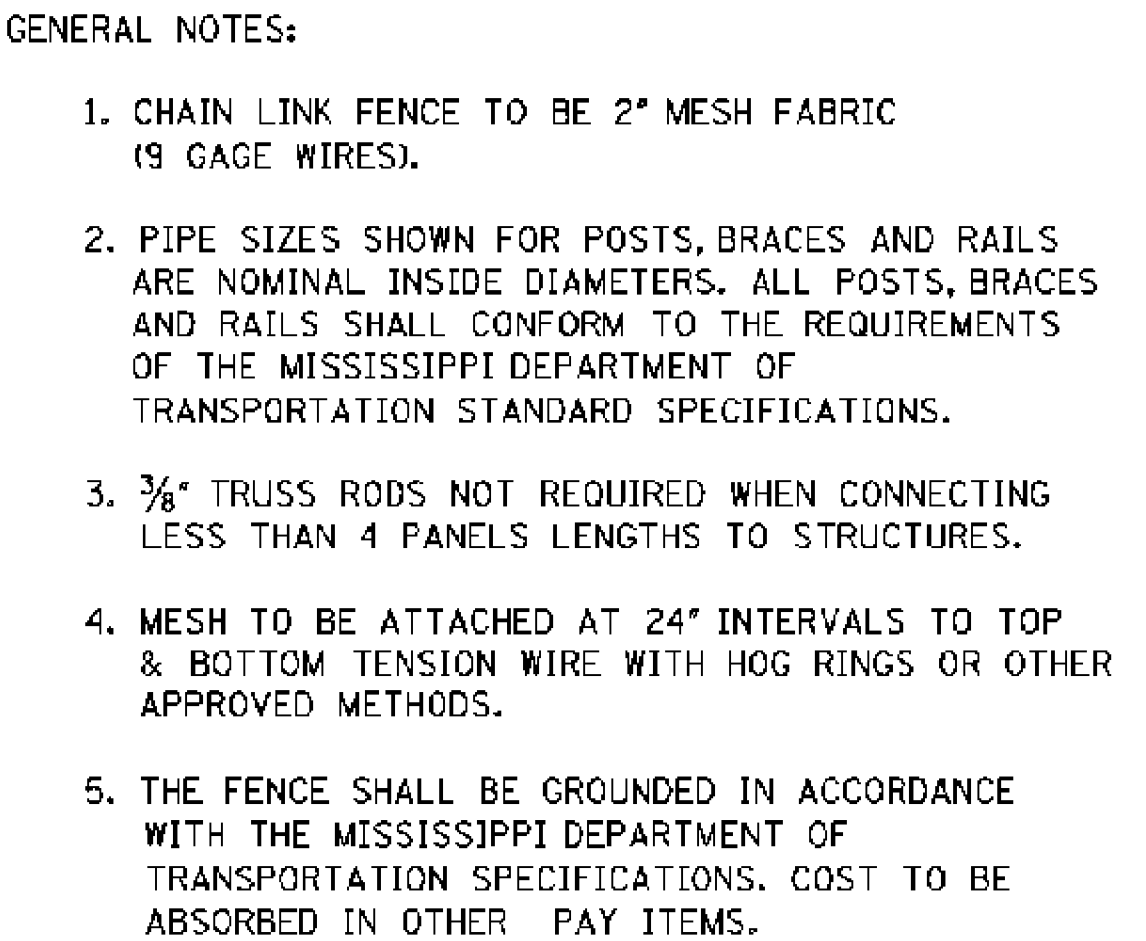
END & CORNER POST TOP



LINE POST TOP (VERTICAL ARMS WHEN DESIRED)

NOTE: ARMS WITH BARBED WIRE TO BE USED WHERE SHOWN ON PLANS.

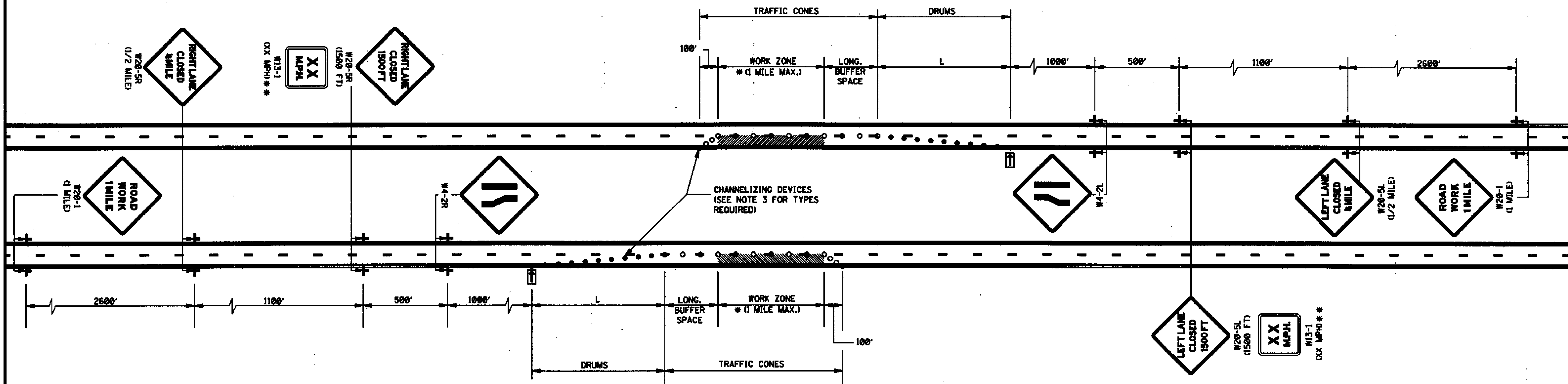
MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
ROADWAY DESIGN DIVISION	
STANDARD PLAN	
FENCE: CHAIN LINK CLASS II	
WORKING NUMBER	CL-2
SHEET NUMBER	163
ISSUE DATE:	OCTOBER 1, 1998



TYPICAL FRAMEWORK SHOWING NUMBER OF BAYS IN GATE

The drawing shows two views of a 'Top Guard' component. The 'SIDE VIEW' on the left shows a vertical profile with a 'FABRIC' layer and a 'BARB WIRE' layer. The 'FRONT VIEW' on the right shows a cross-section of the same component, revealing the internal structure of the fabric and the placement of the barbed wire. Labels with arrows point to the 'BARB WIRE' and 'FABRIC' in both views.

DRAWING No.: 1273-W002



GENERAL NOTES:

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

POSTED SPEED AND/OR DESIGN SPEED	MAXIMUM CHANNELIZING DEVICE SPACING (ft)		MINIMUM LONGITUDINAL BUFFER SPACE (ft)	TAPER † RATES
	TAPER	ALONG LANE LINE & WORK ZONE		
mph				
40	40	80	170	27:1
45	45	90	220	45:1
50	50	100	280	50:1
55	55	110	335	55:1
60	60	120	415	60:1
65	65	130	485	65:1
70	70	140	575	70:1

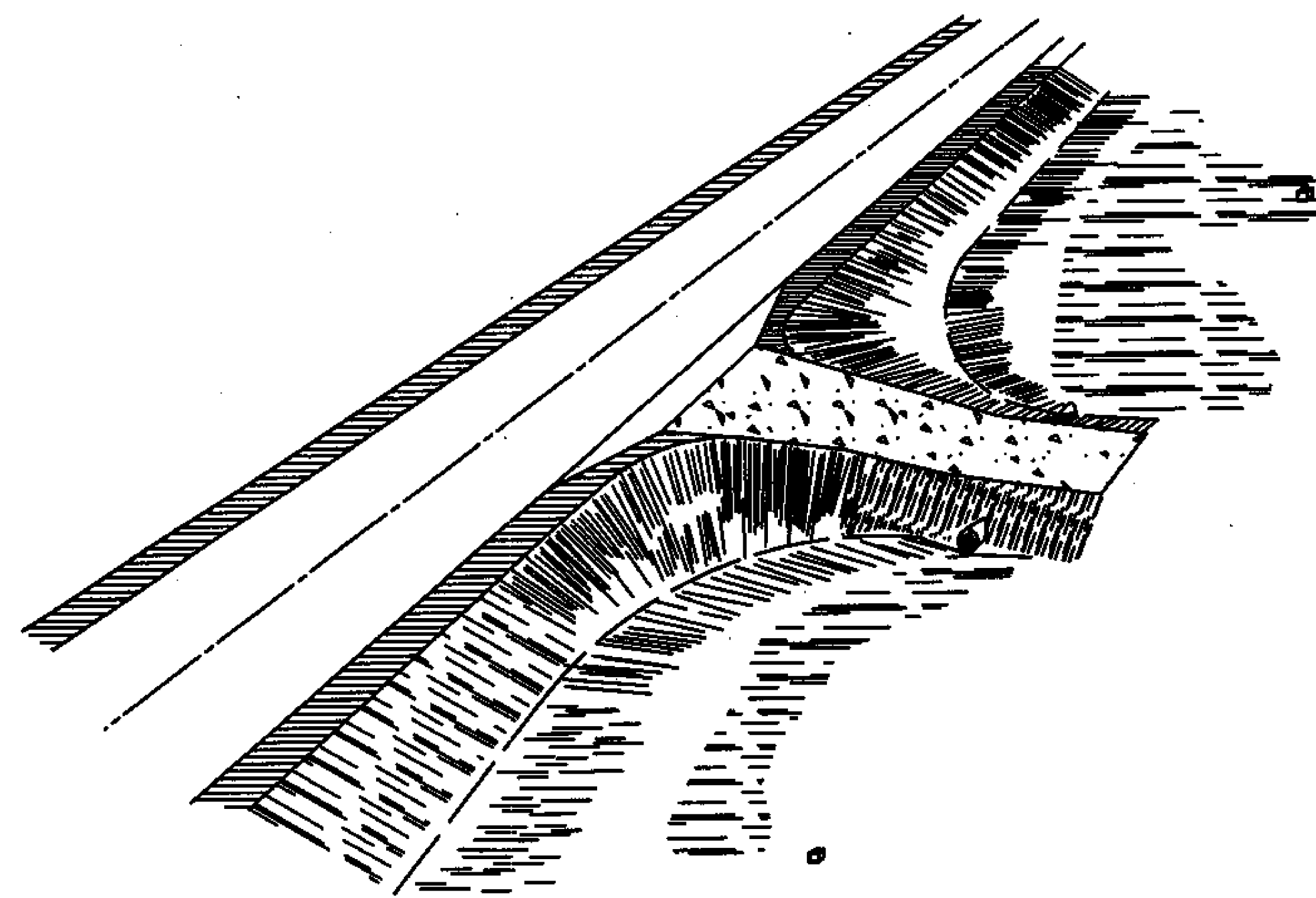
† NOTE: TAPER RATES ARE DETERMINED USING THE FOLLOWING EQUATIONS:
L = WS FOR SPEEDS OF 45 mph OR GREATER
L = WS²/60 FOR SPEEDS OF 40 mph OR LESS
WHERE: L = MINIMUM LENGTH OF TAPER IN FEET
W = WIDTH OF OFFSET (USUALLY LANE WIDTH) IN FEET
S = DESIGN SPEED OR 85TH PERCENTILE SPEED IN MILES PER HOUR

2. FLASHING ARROW PANEL SHALL BE AS LEVEL AS POSSIBLE AS APPROVED BY THE ENGINEER. FLASHING ARROW PANEL SHOULD BE LOCATED AT THE BEGINNING OF THE TAPER OR, IF THE SHOULDER IS TOO NARROW, BEHIND THE CHANNELIZING DEVICES IN THE CLOSED LANE.
3. CHANNELIZING DEVICE TYPES FOR:
A. APPROACH TAPER- REFLECTORIZED PLASTIC DRUMS
B. ALONG LANE LINE AND WORK ZONE- TRAFFIC CONES (28" HEIGHT)
C. EXIT TAPER- TRAFFIC CONES (28" HEIGHT)
4. WHEN THERE IS NO EXISTING HAZARD, ALL SIGNS SHALL BE COVERED OR REMOVED AND THE DRUMS SHALL BE MOVED TO THE SHOULDER EDGE AT THE END OF THE WORK DAY.
5. FOR MOVING OPERATIONS (PAYING) THE CONTRACTOR SHALL HAVE TWO (2) SETS OF ADVANCE WARNING SIGNS, PLASTIC DRUMS, AND ARROW BOARD. WHEN THE CONSTRUCTION ZONE IS MOVED AHEAD, ALL SIGNS, PLASTIC DRUMS AND ARROW BOARD SHALL BE IN PLACE ON THE SECOND ZONE BEFORE REMOVING ANY SIGNS, PLASTIC DRUMS OR ARROW BOARD ON THE FIRST ZONE.
6. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK IS TO BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.
7. DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 48" X 48".

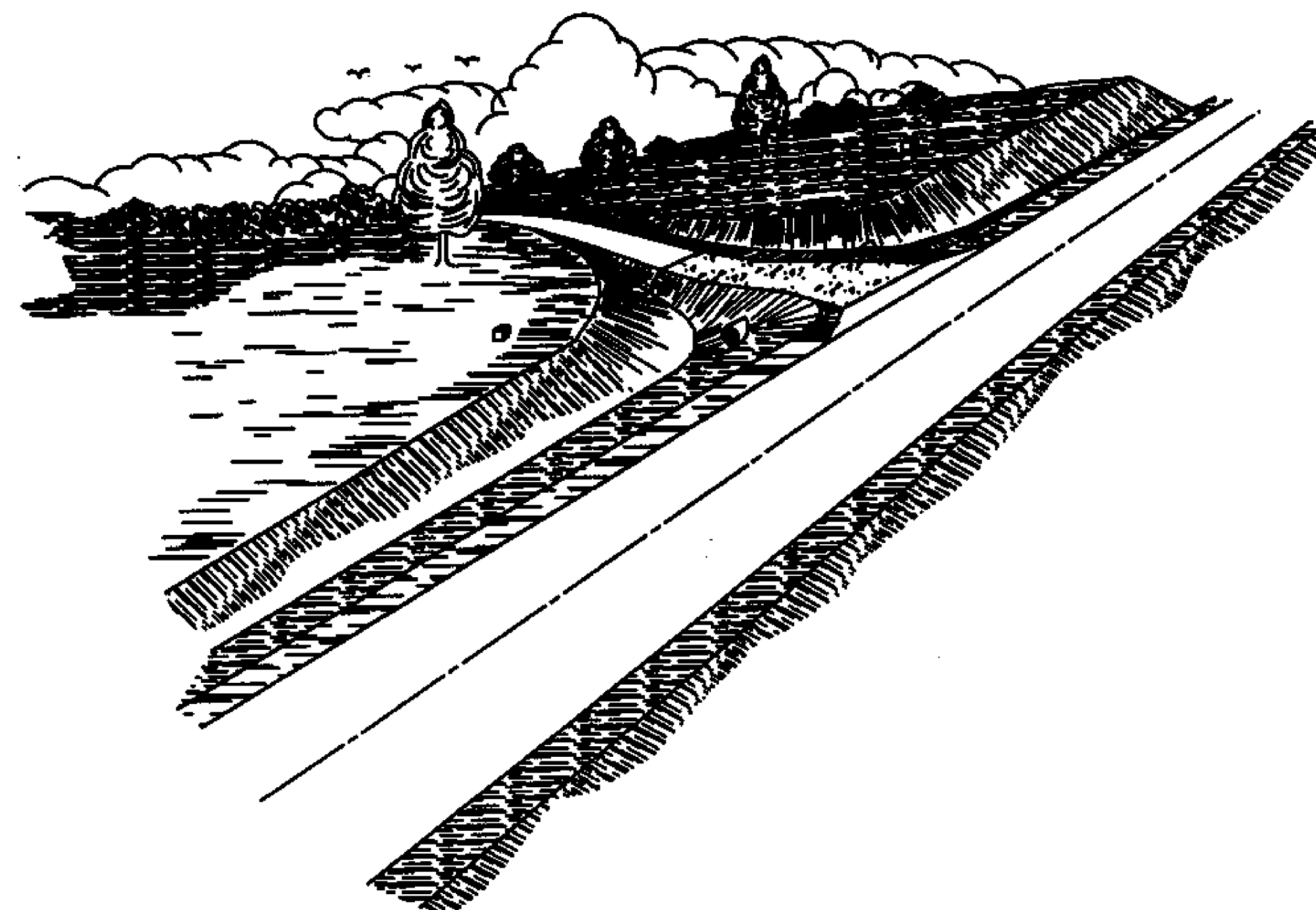
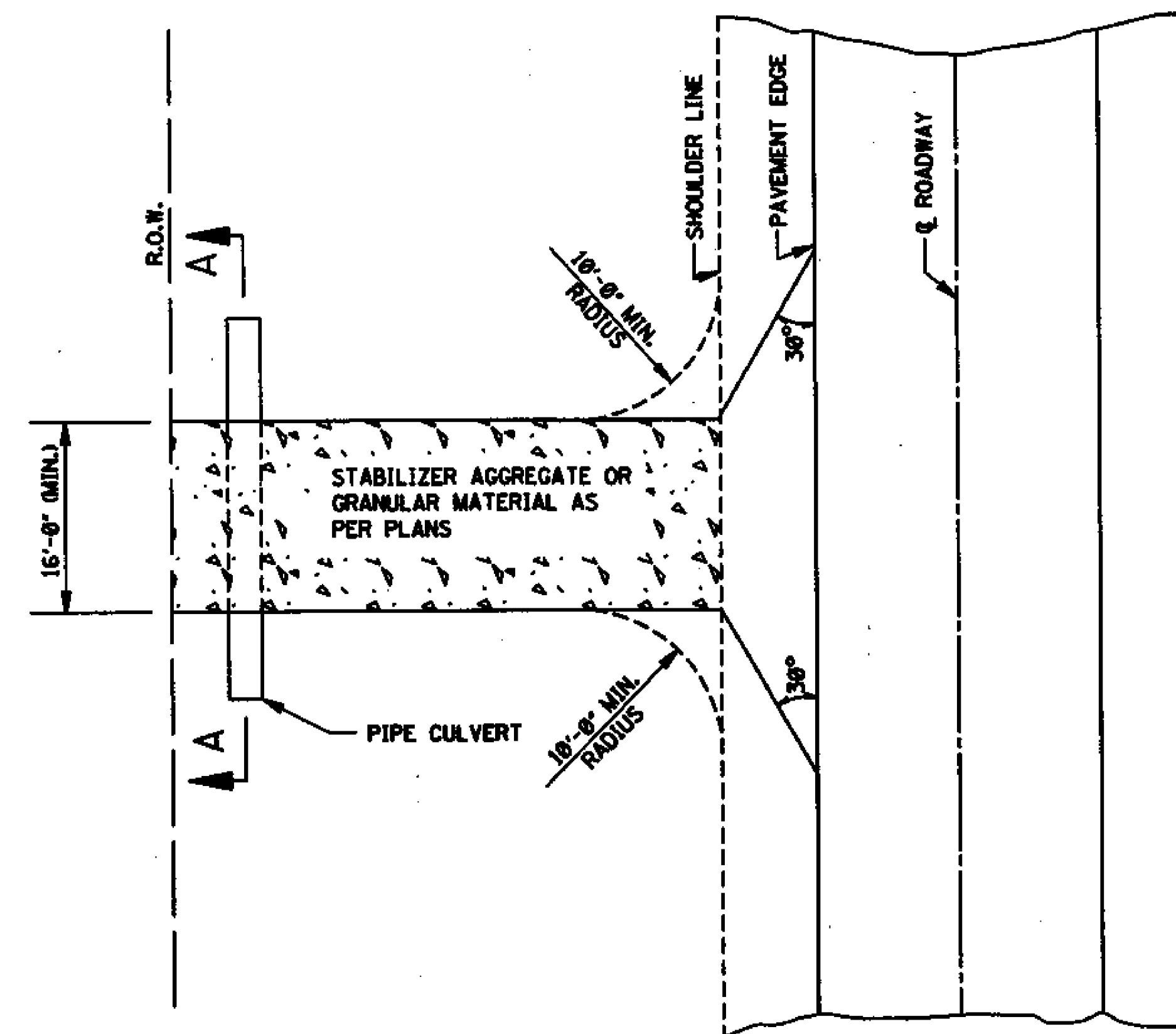
LEGEND

- * OR AS SHOWN ELSEWHERE OF THE PLANS.
- ** THE LEGEND ON W13-1 (XX MPH) SUPPLEMENTAL PLATE SHALL BE 10 MPH LESS THAN THE POSTED SPEED LIMIT.
- FLASHING ARROW PANEL (TYPE 'C')
- REFLECTORIZED FREE-STANDING PLASTIC DRUMS
 - TRAFFIC CONES (28" HEIGHT)

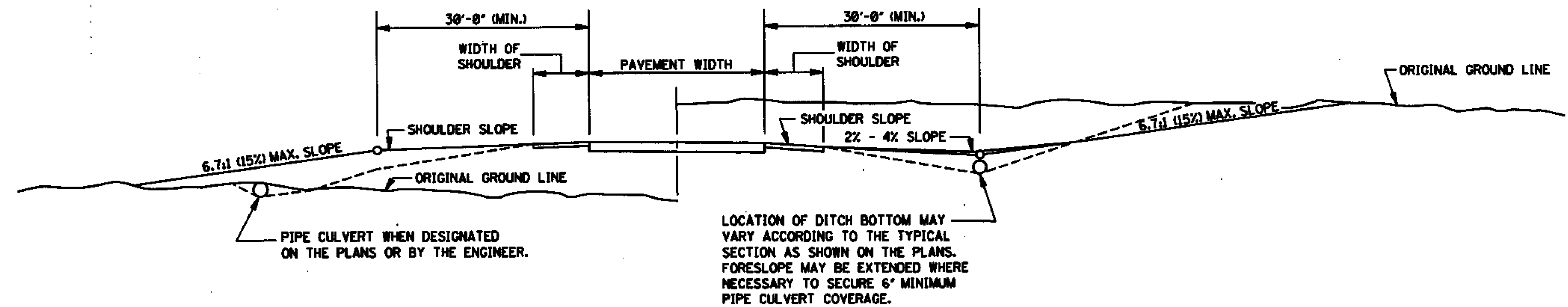
BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION
REVISION	ROADWAY DESIGN DIVISION
DATE	STANDARD PLAN
	TRAFFIC CONTROL PLAN
	FOR POSTED SPEED LIMIT
	LESS THAN 65 MPH
	(4-LANE: MEDIAN LANE
	OR OUTSIDE LANE CLOSURE)
	(WORK DAY ONLY)
	WORKING NUMBER
	TCP-2
	SHEET NUMBER
	251
	ISSUE DATE: OCTOBER 1, 1998



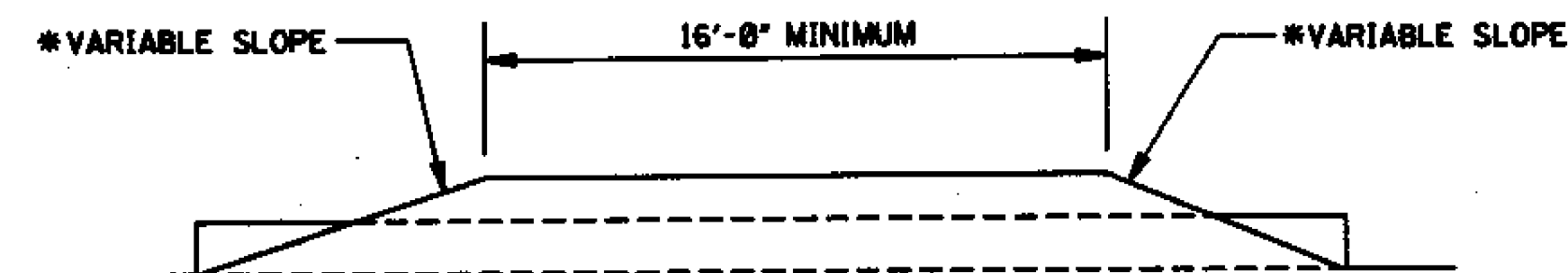
RAMP IN FILL SECTION



RAMP IN CUT SECTION



TYPICAL SECTION AT RAMP



SECTION A-A

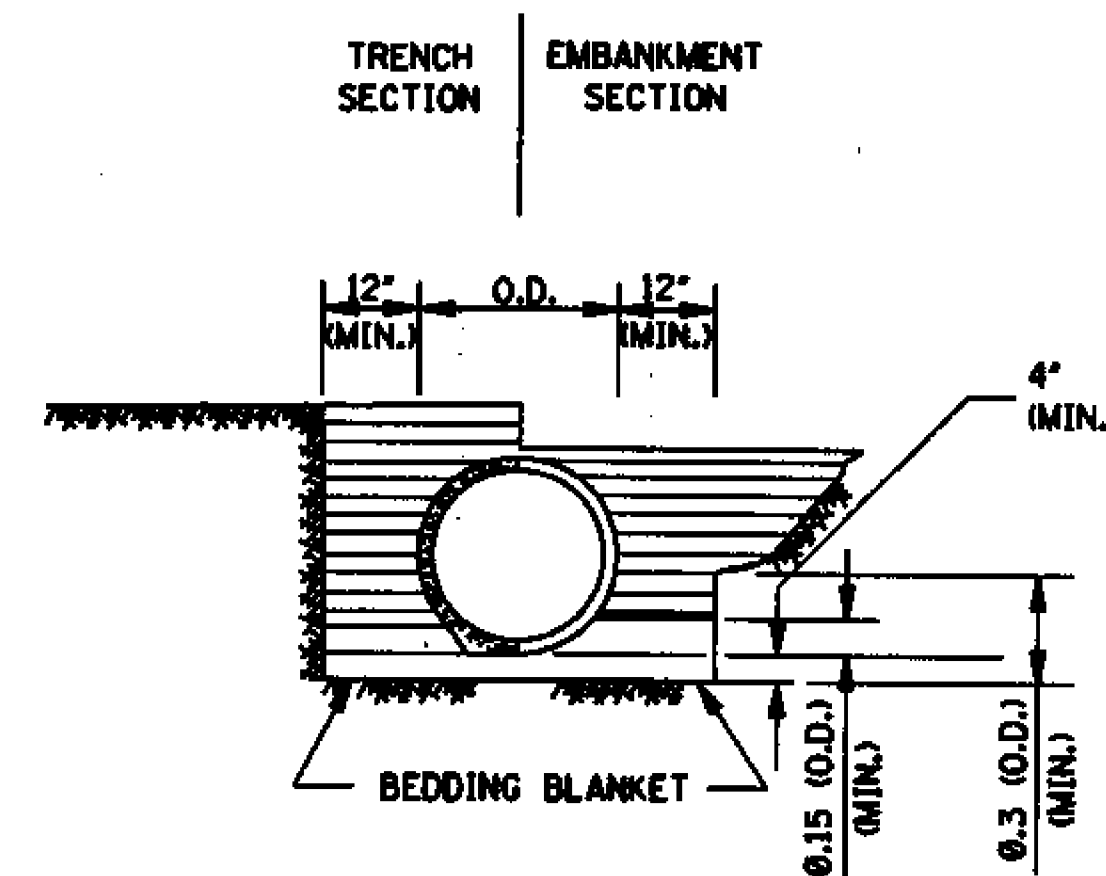
* DRIVEWAY SIDE SLOPES

WITHIN CLEAR ZONE	V ≥ 50 mph - DES. 10:1 MAX 6:1
	V ≤ 45 mph - MAX. 3:1
OUTSIDE CLEAR ZONE	MAXIMUM - 3:1

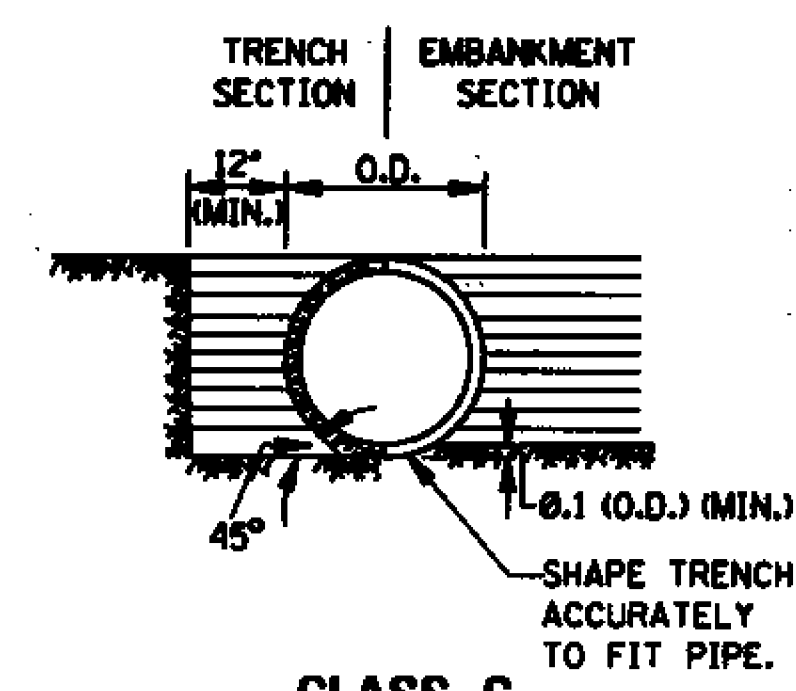
MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
RURAL DRIVEWAYS	
WORKING NUMBER RD-1	
SHEET NUMBER 271	
DATE	ISSUE DATE: OCTOBER 1, 1998

CORRUGATED STEEL AND ALUMINUM PIPE (ROUND) H-20 LOADING						
PIPE DIAMETER (in)	MINIMUM COVER FROM TOP OF PIPE TO TOP OF SUBGRADE (in)	MAXIMUM FILL HEIGHT ABOVE TOP OF PIPE (ft)				
		SHEET THICKNESS (in)				
		0.064 STEEL 0.060 ALUM. 16 GAGE	0.079 STEEL 0.075 ALUM. 14 GAGE	0.109 STEEL 0.105 ALUM. 12 GAGE	0.138 STEEL 0.135 ALUM. 10 GAGE	0.168 STEEL 0.164 ALUM. 8 GAGE
		2½' x ½' CORRUGATED STEEL / RIVETED, WELDED OR HELICAL		3' x 1' OR 5' x 1' CORRUGATED STEEL OR BOLTED RIVETED, WELDED, HELICAL		2½' x ½' CORRUGATED ALUMINUM RIVETED OR HELICAL
12"	12"	84' / - / 45'	91' / - / 45'	- / - / 78'	- / - / 81'	- / - / 84'
15"	12"	67' / - / -	73' / - / -	- / - / -	- / - / -	- / - / -
18"	12"	56' / - / 30'	61' / - / 30'	- / - / 52'	- / - / 54'	- / - / 56'
24"	12"	42' / - / 22'	46' / - / 22'	59' / - / 39'	- / - / 41'	- / - / 42'
30"	12"	34' / - / 18'	36' / - / 18'	47' / - / 31'	- / - / 32'	- / - / 34'
36"	12"	28' / 48' / 15'	30' / 60' / 15'	39' / 78' / 26'	41' / 89' / 27'	- / 101' / 28'
42"	12"	31' / 41' / -	43' / 51' / 26'	46' / 64' / 43'	48' / 71' / 43'	50' / 79' / 44'
48"	12"	27' / 36' / -	37' / 45' / -	45' / 57' / 40'	46' / 61' / 41'	47' / 66' / 43'
54"	12"	- / 32' / -	33' / 40' / -	43' / 52' / 35'	44' / 55' / 37'	45' / 59' / 38'
60"	12"	- / 29' / -	- / 36' / -	43' / 49' / -	43' / 51' / 33'	44' / 54' / 34'
66"	12"	- / 26' / -	- / 33' / -	42' / 47' / -	43' / 49' / 30'	43' / 51' / 31'
72"	12"	- / 24' / -	- / 30' / -	- / 44' / -	41' / 47' / -	43' / 49' / 29'
78"	12"	- / 22' / -	- / 28' / -	- / 41' / -	- / 46' / -	39' / 47' / -
84"	12"	- / 21' / -	- / 26' / -	- / 38' / -	- / 45' / -	35' / 46' / -
90"	12"	- / 19' / -	- / 24' / -	- / 35' / -	- / 43' / -	- / 45' / -
96"	12"	- / 18' / -	- / 22' / -	- / 33' / -	- / 40' / -	- / 44' / -
102"	24"	- / 17' / -	- / 21' / -	- / 31' / -	- / 38' / -	- / 42' / -
108"	24"	- / - / -	- / 20' / -	- / 30' / -	- / 35' / -	- / 39' / -
114"	24"	- / - / -	- / 19' / -	- / 28' / -	- / 34' / -	- / 37' / -
120"	24"	- / - / -	- / - / -	- / 27' / -	- / 32' / -	- / 35' / -

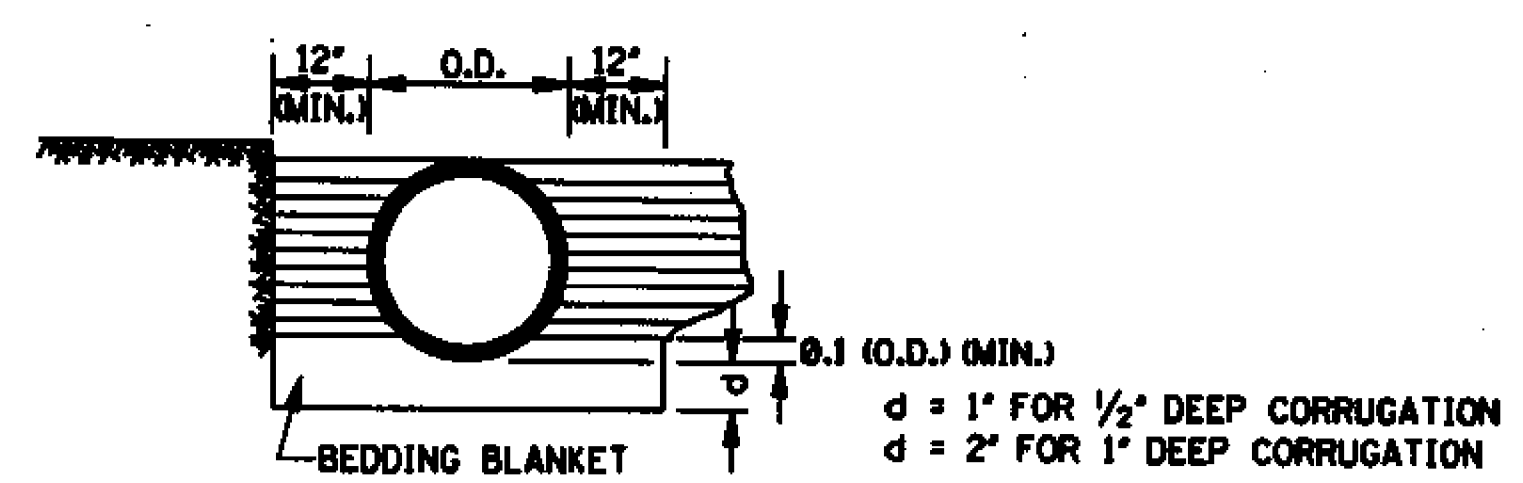
NOTE: THE AVERAGE INSIDE DIAMETER SHALL NOT VARY MORE THAN ONE (1) PERCENT OR 1/2", WHICHEVER IS GREATER, FROM THE NOMINAL DIAMETER WHEN MEASURED ON THE INSIDE CREST OF THE CORRUGATIONS (AASHTO M 36M/M 36 & AASHTO M 196M/M 196).



CLASS B



CLASS C



CLASS C MODIFIED

MAXIMUM HEIGHT OF FILL OVER REINFORCED CONCRETE PIPE			
CLASS OF PIPE	TYPE OF BACKFILL	MAXIMUM COVER (ft) CLASS 'C' BEDDING	MAXIMUM COVER (ft) CLASS 'B' BEDDING
III	NORMAL	16'	-
IV	NORMAL	23'	28'
V	NORMAL	30'	36'
IV	IMPERFECT	-	90'
V	IMPERFECT	-	115'

NOTE: CLASS OF PIPE AND BEDDING TO BE CONSISTENT THROUGHOUT THE PIPE LENGTH.

MAXIMUM HEIGHT OF FILL OVER CLASS 2
NONREINFORCED CONCRETE PIPE,
PERFORATED AND/OR PLAIN,
FOR UNDERDRAINS

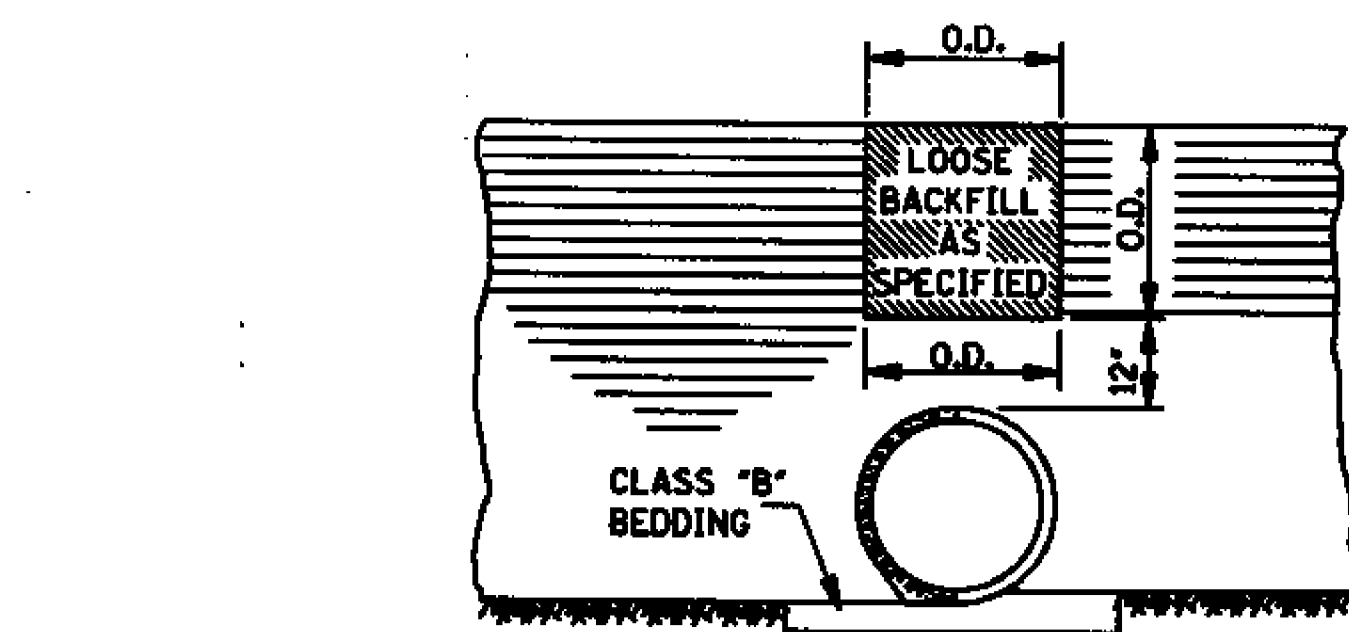
PIPE SIZE (in)	MAXIMUM COVER (ft) BEDDING CLASS 'C' / CLASS 'B'			
	TRENCH			PROJECTING
	B _d (in)	SAND & GRAVEL	DAMP CLAY	POSITIVE p = 0.7; R _{pd} = 0.7
4"	2.00'	*	*	34'/42'
6"	2.00'	*	*	25'/30'
8"	2.25'	*	16' / *	19'/24'
10"	2.50'	*	12'/20'	16'/19'
12"	2.75'	*	12'/18'	14'/17'

- NOTES:
1. INDICATES NO LIMIT OF FILL HEIGHT (130 lbs/ft³).
 2. TRENCH WIDTH (B_d) NO GREATER THAN 16" PLUS O.D.
 3. FACTOR OF SAFETY IS 1.25 ON MINIMUM ULTIMATE STRENGTH.
 4. MINIMUM COVER FOR HIGHWAY LOADS IS 18".
 5. PERFORATED PIPE SHALL BE TYPE 1.

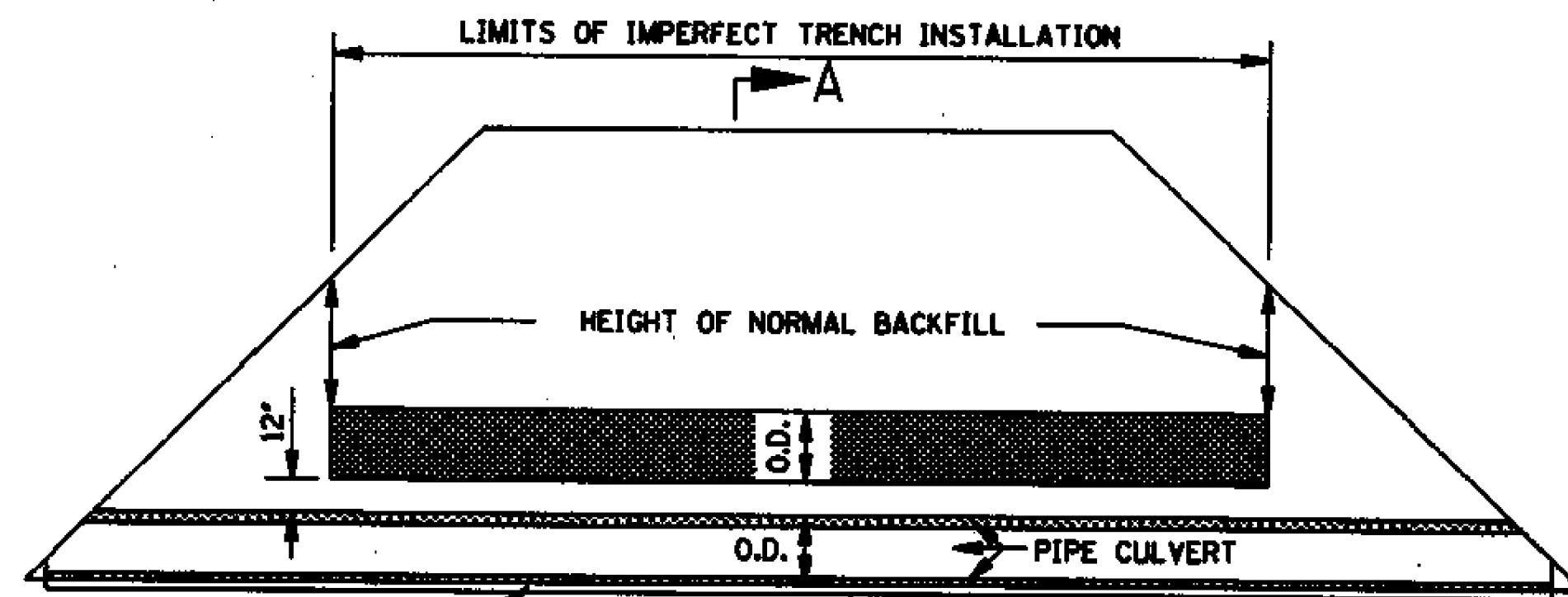
CORRUGATED METAL PIPE ARCHES H-20 LOADING									
EQUIV. DIAMETER (in)	PIPE DIMENSION (SPAN X RISE) (in)	MINIMUM CORNER RADIUS (in)	MINIMUM COVER FROM TOP OF PIPE TO TOP OF SUBGRADE FOR 2 tons/ft ² (in)	STEEL			ALUMINUM		
				MINIMUM THICKNESS REQUIRED (in)	MAXIMUM FILL HEIGHT ABOVE TOP OF PIPE (ft) FOR THE FOLLOWING CORNER BEARING PRESSURE (tons/ft ²)	MINIMUM THICKNESS REQUIRED (in)	MINIMUM THICKNESS REQUIRED (in)	MAXIMUM FILL HEIGHT ABOVE TOP OF PIPE (ft) FOR THE FOLLOWING CORNER BEARING PRESSURE (tons/ft ²)	MINIMUM THICKNESS REQUIRED (in)
				2 1/2' X 1/2' CORRUGATION RIVETED, WELDED OR HELICAL	2 tons/ft ² 3 tons/ft ²	2 1/2' X 1/2' CORRUGATION RIVETED, WELDED OR HELICAL	2 1/2' X 1/2' CORRUGATION RIVETED OR HELICAL	2 tons/ft ² 3 tons/ft ²	2 1/2' X 1/2' CORRUGATION RIVETED OR HELICAL
15"	17" X 13"	3"	18"	0.064"	13'	15'	0.060"	15'	-
18"	21" X 15"	3"	18"	0.064"	12'	15'	0.060"	14'	-
24"	28" X 20"	3"	18"	0.064"	10'	15'	0.060"	10'	15'
30"	35" X 24"	3"	18"	0.079"	9'	14'	0.060"	9'	14'
36"	42" X 29"	3 1/2"	18"	0.079"	9'	13'	0.075"	9'	13'
42"	49" X 33"	4"	18"	0.079"	8'	12'	0.105"	8'	12'
48"	57" X 38"	5"	18"	0.109"	8'	12'	0.135"	8'	12'
54"	64" X 43"	6"	18"	0.109"	8'	12'	0.135"	8'	12'
60"	71" X 47"	7"	18"	0.138"	8'	12'	0.164"	8'	12'
66"	77" X 52"	8"	18"	0.168"	8'	12'	-	-	-
72"	83" X 57"	9"	18"	0.168"	9'	13'	-	-	-
				5' X 1' OR 3' X 1' CORRUGATION RIVETED, WELDED OR HELICAL					
36"	40" X 31"	5"	18"	0.079"	12'	15'	-	-	-
42"	46" X 36"	6"	18"	0.079"	12'	15'	-	-	-
48"	53" X 41"	7"	18"	0.079"	12'	15'	-	-	-
54"	60" X 46"	8"	18"	0.079"	12'	15'	-	-	-
60"	66" X 51"	9"	18"	0.079"	12'	15'	-	-	-
66"	73" X 56"	12"	18"	0.079"	15'	-	-	-	-
72"	81" X 59"	14"	18"	0.079"	15'	-	-	-	-
78"	87" X 63"	14"	18"	0.079"	14'	15'	-	-	-
84"	95" X 67"	16"	18"	0.109"	13'	15'	-	-	-
90"	103" X 71"	16"	24"	0.109"	12'	15'	-	-	-
96"	112" X 75"	18"	24"	0.109"	11'	15'	-	-	-

- NOTES:
1. THE AVERAGE INSIDE DIAMETER SHALL NOT VARY MORE THAN ONE (1) PERCENT OR 1/2", WHICHEVER IS GREATER, FROM THE NOMINAL DIAMETER WHEN MEASURED ON THE INSIDE CREST OF THE CORRUGATIONS. (AASHTO M 36M/M 36 & AASHTO M 196M/M 196).

- + 2. BEARING PRESSURES EXCEEDING 2 tons/ft² REQUIRED FOR GIVEN FILL HEIGHT SHALL HAVE FOUNDATION MATERIALS INVESTIGATED TO DETERMINE BEARING CAPACITY.



SECTION A-A



IMPERFECT TRENCH INSTALLATION

- GENERAL NOTES:
1. MINIMUM SPACING BETWEEN MULTIPLE LINES OF PARALLEL PIPE SHALL BE THE DISTANCE REQUIRED FOR INSTALLING THE ADJACENT FLARED END SECTIONS OR AS SHOWN ON THE HEADWALL DRAWINGS FOR CONDUITS REQUIRING HEADWALLS.
 2. UNLESS OTHERWISE INDICATED, THE TOP OF THE PIPE SHALL BE BELOW THE TOP OF THE SUBGRADE, AND A MINIMUM OF 12" OF COVER OVER THE TOP OF THE PIPE SHALL BE MAINTAINED BETWEEN THE SHOULDER LINES.
 3. WHERE PRE-BED PIPE IS INSTALLED, FLARED END SECTIONS FROM OTHER MANUFACTURERS MAY BE JOINED TO PRE-BED PIPE PROVIDED A CONCRETE COLLAR IS PLACED AT THE CONTRACTOR'S EXPENSE AND A DEFORMATION TO THE PIPE'S FLOWLINE IS NOT EVIDENT ON FINAL PLACEMENT.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

PIPE CULVERT
INSTALLATION

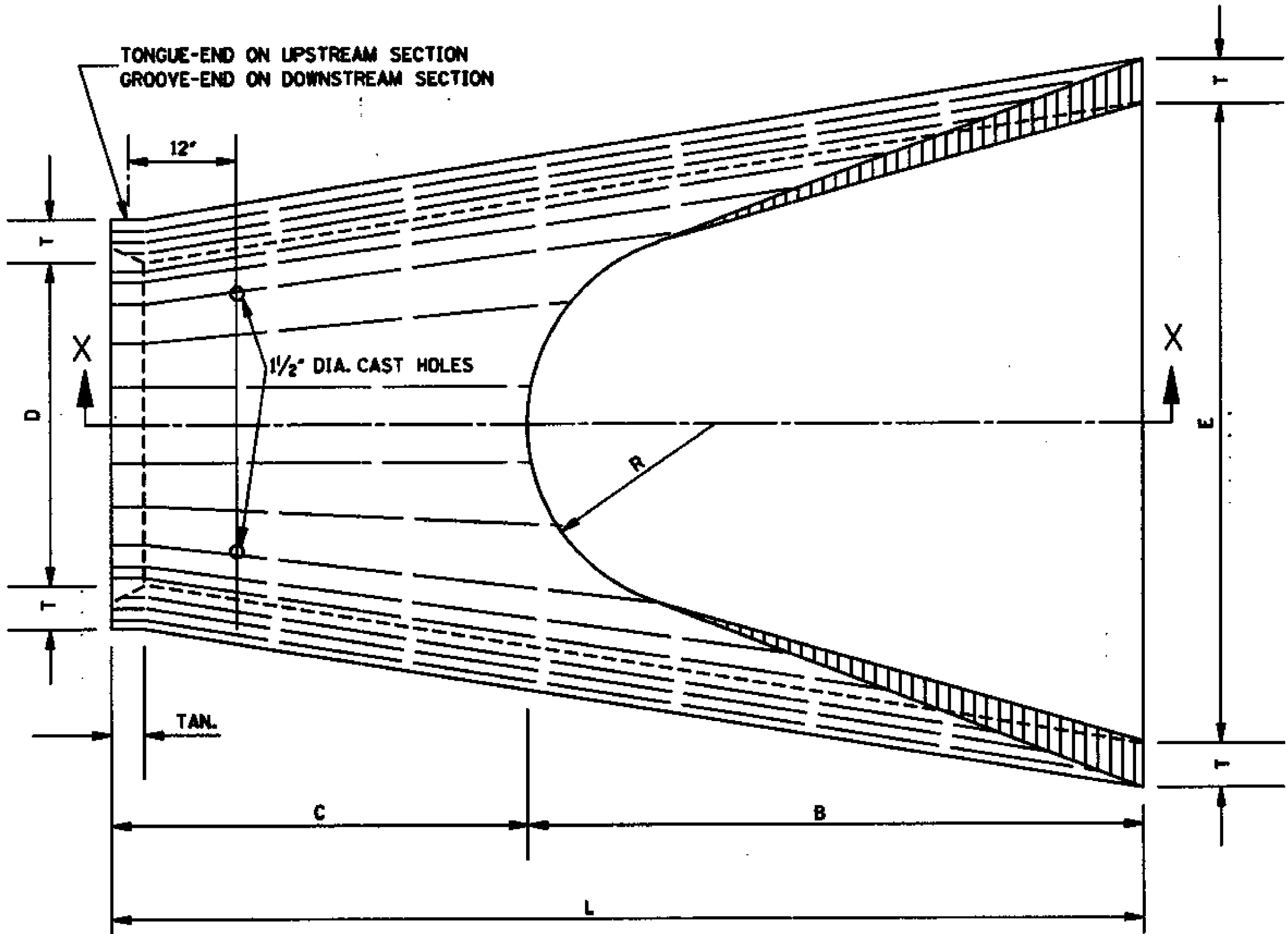
WORKING NUMBER
PI-1

SHEET NUMBER
300

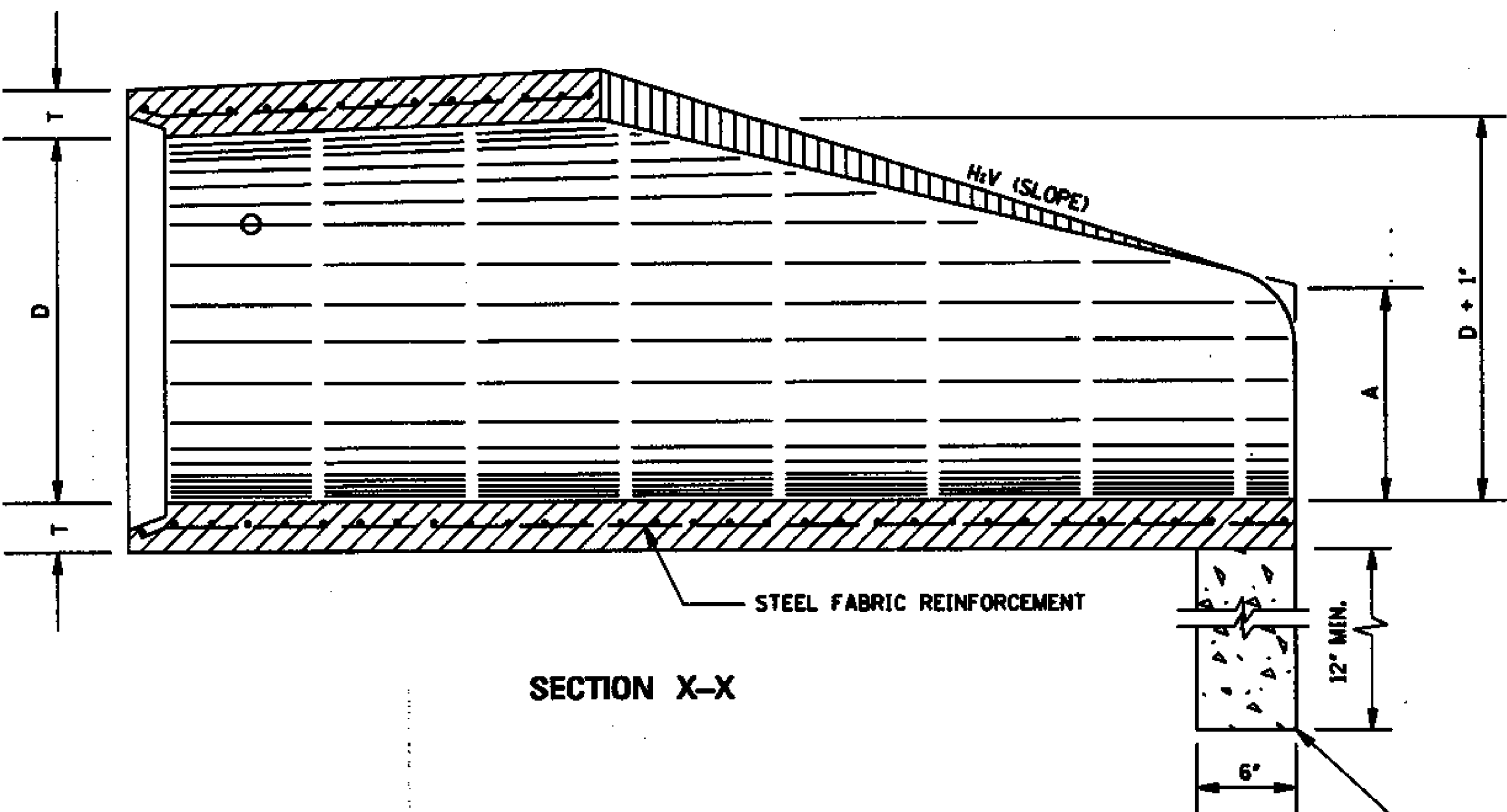
ISSUE DATE: OCTOBER 1, 1998

BELL AND SPIGOT END OPTION

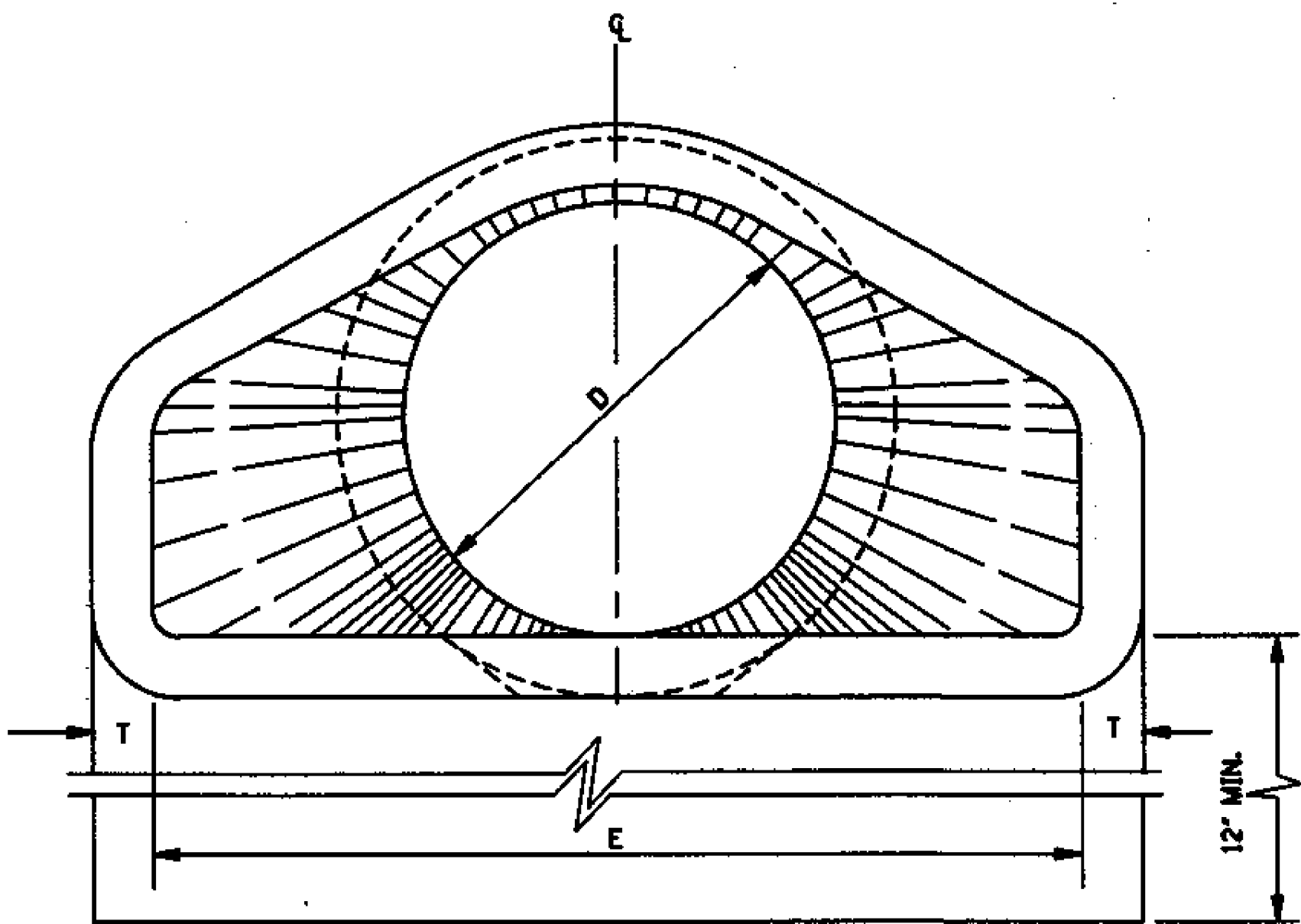
NOTE: BELL-END ON DOWNSTREAM SECTION
SPIGOT-END ON UPSTREAM SECTION.



PLAN OF DOWNSTREAM END



SECTION X-X



END ELEVATION

TABLE OF DIMENSIONS							
D	T	H/V	A	B	C	E	L
15'	2 1/4'	3:1	6'	2'-3"	4'-1"	2'-8"	6'-1"
18'	2 1/2'	3:1	9'	2'-3"	3'-10"	3'-0"	6'-1"
24'	3'	3:1	10'	3'-8"	2'-6"	4'-0"	6'-2"
30'	3 1/2'	3:1	1'-0"	4'-6"	1'-8"	5'-0"	6'-2"
36'	4'	3:1	1'-3"	5'-3"	2'-11"	6'-0"	8'-2"
42'	4 1/2'	3:1	1'-9"	5'-3"	2'-11"	6'-6"	8'-2"
48'	5'	3:1	2'-0"	6'-0"	2'-2"	7'-0"	8'-2"
54'	5 1/2'	3:1	2'-4"	6'-6"	1'-10"	7'-6"	8'-4"
* 60'	6'	3:1	2'-10"	6'-6"	1'-10"	8'-0"	8'-4"
* 66'	6 1/2'	3:1	3'-4"	6'-6"	1'-10"	8'-6"	8'-4"
* 72'	7'	3:1	3'-10"	6'-6"	1'-10"	9'-0"	8'-4"

* NOTE: SEE GENERAL NOTE 2.

TOE WALL CONC. QUANTITY (yd ³)
0.056
0.063
0.083
0.102
0.123
0.134
0.145
0.156
0.167
0.177
0.188

GENERAL NOTES:

1. REINFORCEMENT SHALL CONFORM TO THE REQUIREMENTS OF REINFORCED CONCRETE PIPE OF LIKE DIAMETER PER AASHTO M 170, TABLE 2, WALL B.
2. 2 - 1/2" DIA. CAST HOLES REQUIRED AS SHOWN TO ACCOMMODATE 2 - 1" DIA. TIE BOLTS, USED IN TIEING SECTION TO PIPE CULVERT.
3. LENGTH (L) OF A BELL-END OPTION MAY VARY BY A NOMINAL EXTENSION ON THE BELL END.
4. FLARED END SECTIONS ARE NOT TO BE USED INSIDE THE CLEAR ZONE.
5. ALL SIZES OF FLARED END SECTIONS FOR CIRCULAR CONCRETE PIPE MAY BE FURNISHED WITH EITHER BELL AND SPIGOT OR TONGUE AND GROOVE ENDS.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
FLARED END SECTION FOR CONCRETE PIPE	
WORKING NUMBER FE-1	SHEET NUMBER 328
ISSUE DATE: OCTOBER 1, 1998	

SPECIFICATIONS AND CONTRACT DOCUMENTS

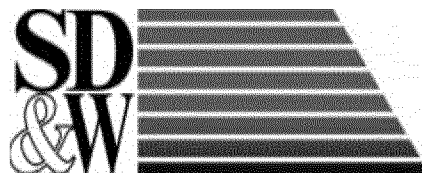
FOR

**BOOSTER STATION
ALONG
U.S. HIGHWAY 98**

FOR THE

**CITY OF HATTIESBURG
LAMAR COUNTY
MISSISSIPPI**

JANUARY 2012



PREPARED BY:

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

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ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, Mississippi, will receive sealed bids until **10:00 a.m. on March 29, 2012** in the City Clerks Office in the City Hall of said City for furnishing the City's requirements for the following:

**BOOSTER STATION
ALONG
U.S. HIGHWAY 98
HATTIESBURG, MISSISSIPPI**

Plans, Specifications and proposal forms may be obtained from Shows, Dearman & Waits, Inc., P. O. Box 1711, 301 Second Avenue, Hattiesburg, Mississippi, 39403, upon deposit of \$150.00, non-refundable. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashiers check or a bid bond written by a company properly licensed in Mississippi.

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

BID:

**BOOSTER STATION
ALONG
U.S. HIGHWAY 98
HATTIESBURG, MISSISSIPPI**

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

PUBLISHED by Order of the Council on the day of February A.D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Eddie R. Myers, City Clerk

Publish on 2-24 and 3-2
City of Hattiesburg
Return PROOF to City Clerk's Office
PO Box 1898
Hattiesburg, MS 39403-1898

INFORMATION FOR BIDDERS

BIDS will be received by CITY OF HATTIESBURG, MISSISSIPPI herein called the "OWNER", at City Hall until 10:00 a.m. on March 29, 2012, and then at said office publicly opened and read aloud.

Each BID must be submitted in sealed envelope, addressed to City of Hattiesburg. Each sealed envelope containing a BID must be plainly marked on the outside as BID for **BOOSTER STATION ALONG U.S. HIGHWAY 98** and the envelope should bear on the outside the BIDDER'S name, address, and license number if applicable, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed addressed to the Owner at P. O. Box 1898, Hattiesburg, MS 39403

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

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

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

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

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

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsive, responsible BIDDERS. When the Agreement is executed the BONDS of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be

returned. A certified check may be used in lieu of a BID BOND.

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

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

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

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

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

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

A conditional or qualified BID will not be accepted.

Award will be made to the lowest responsible BIDDER.

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

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

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

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

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

PROPOSAL FORM

I (we) agree to begin work within (10) calendar days after the issuance of Work Order, and to complete the work within 200 calendar days thereafter.

It is understood that the quantities of work listed for unit prices bid are approximate, and are intended to merely indicate the general scope of the various items entering into the complete work. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the Proposal to an extent equivalent to 30% of the bid price (in dollars) and that no change in the unit prices proposed shall be occasioned thereby.

The undersigned further agrees that the unit and lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

The undersigned understands the City of Hattiesburg to choose any Alternate Bid Package. The Contract shall be awarded to the low bidder in the Alternate selected by the Owner.

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

If within thirty (30) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within seven (7) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,

Name of Firm or Bidder

By: _____

ADDRESS

BID:
BOOSTER STATION ALONG U.S. HIGHWAY 98
CITY OF HATTIESBURG

Item No.	Item	Quantity	Unit	Price	Amount
1	Ductile Iron Water Line, Class 350	60	L.F.		
2	Fence with Gates	161	L.F.		
3	Site Work	1	L.S.		
4	Erosion Control	1	L.S.		
5	Block Building with Appurtenances	1	L.S.		
6	Suction Pumps	2	EACH		
7	Controls	1	L.S.		
8	Piping	1	L.S.		
9	Generator	1	L.S.		
10	Chlorinator	1	L.S.		
				TOTAL BID	

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the undersigned, Principal, and _____ as Surety, are hereby held and firmly bound unto _____ as Owner in the penal sum of _____ for payment of which, well and truly made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20__.

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

BOOSTER STATION ALONG U.S. HIGHWAY 98

NOW, THEREFORE,

(a) If said BID shall be rejected, or

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

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

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

_____(L.S.)
PRINCIPAL

SURETY

BY: _____

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

CONTRACT AGREEMENT

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

ARTICLE 1: SCOPE OF WORK

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

BOOSTER STATION ALONG U.S. HIGHWAY 98

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

ARTICLE 2: THE CONTRACT SUM

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

ARTICLE 3: TIME OF COMPLETION

The Contractor agrees, for the consideration above expressed, to begin and complete the work within the time specified in the Proposal. If the Contractor fails to complete the work in the time specified, he shall pay the OWNER as **liquidated damages**, ascertained and agreed, and not in the nature of a penalty, the sum of \$ **1000.00** for each day delayed, which shall be deducted from the final amount to be paid under the contract; provided that the extension of time with the waiver of liquidation damages may be granted as provided for in the Specifications.

ARTICLE 4: PROGRESS PAYMENTS

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

The ENGINEER will on or before the tenth (10th) day of each month make an estimate of the

value of the work done, based on contract prices.

The OWNER agrees to pay the CONTRACTOR 100% of the value of the work done each month, less ten percent (10%) retainage until final acceptance of the work has been made).

ARTICLE 5: ACCEPTANCE AND FINAL PAYMENT

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

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

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

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

ARTICLE 6: THE PERFORMANCE BOND

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

ARTICLE 7 INSURANCE

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

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

written above.
OWNERS:

City of Hattiesburg

SEAL

BY _____

Title _____

ATTEST _____

CONTRACTOR

SEAL

BY _____

Title _____

ATTEST _____

PAYMENT AND PERFORMANCE BOND

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

The Condition of this obligation is such that; whereas Principal by an instrument in writing attached hereto and bearing date of _____ has agreed with said Obligee to do all work necessary and to furnish labor, materials, tools, supplies and services to construct **BOOSTER STATION ALONG U.S. HIGHWAY 98** as shown on Plans and specified thereby in the Specifications, Proposal and other Contract Documents hereto attached.

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

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

PROVIDED FURTHER, that if Principal, or his, or its subcontractor or subcontractors

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

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

(SEAL)

WITNESSES:

PRINCIPAL

ADDRESS

Name of person executing for Principal

Title

WITNESSES:

SURETY

ADDRESS

Name of person executing for Surety

Title

NOTICE OF AWARD

TO: _____

Project: **BOOSTER STATION ALONG U.S. HIGHWAY 98**

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

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

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

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

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

Dated this _____ day of _____, 20____.

City of Hattiesburg _____
OWNER

By: _____
Title: Mayor _____

ACCEPTANCE OF NOTICE

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

Title: _____

NOTICE TO PROCEED

TO: _____ DATE: _____

Project: BOOSTER STATION ALONG U.S. HIGHWAY 98

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20__ on or before _____, 20__, and you are to complete the WORK within 200 consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 20__.

CITY OF HATTIESBURG
OWNER

BY: _____

TITLE: Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

_____ this the __ day of _____, 20__.

Title: _____

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

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

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

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

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

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

APPROVAL: Accept as satisfactory.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSTRUCTION OBSERVER

RESIDENT INSPECTOR

CONSTRUCTION INSPECTOR

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2 - PRELIMINARY MATTERS:

AWARD:

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

EXECUTION OF AGREEMENT:

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

FORFEITURE OF BID SECURITY:

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

CONTRACTOR'S PRE-START REPRESENTATIONS:

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

Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

COMMENCEMENT OF CONTRACT TIME:

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

STARTING THE PROJECT:

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

BEFORE STARTING CONSTRUCTION:

2.7 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error or discrepancy which he may discover; however, he shall be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Drawings or Specifications.

SCHEDULE OF COMPLETION:

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

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

QUALIFICATION OF SUBCONTRACTORS MATERIALMEN AND SUPPLIERS:

2.10 Within ten (10) working days after bid opening, the CONTRACTOR will (if required) submit to the OWNER and the ENGINEER for acceptance a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of material or

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

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

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

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

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

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

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

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

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

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

Availability of Lands

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

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

Subsurface Conditions:

4.3 The CONTRACTOR acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the grounds, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The CONTRACTOR further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably

ascertainable from an inspection of the site, including all exploratory work done on behalf of the OWNER on the site or any contiguous site, as well as from information presented by the Drawings and Specifications made a part of this Contract, or any other information made available to him prior to receipt of Bids. Any failure by the CONTRACTOR to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work. The OWNER assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the OWNER.

Differing Site Conditions

4.4 (a) The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the OWNER in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. The OWNER shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

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

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

ARTICLE 5 - BONDS AND INSURANCE:

Performance and Payment Bonds:

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

Contractor's Liability Insurance:

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

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

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

Owner's Liability Insurance

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

Fire and Extended Coverage Insurance (Builders' Risk):

5.5 The CONTRACTOR shall maintain, as applicable, in an Insurance Company or Insurance Companies acceptable to the OWNER, Fire, Extended Coverage and Vandalism & Malicious Mischief Insurance on buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract. The amount of insurance must at all times be at least equal to the actual cash value of the insured property. The policy shall be in the name of the OWNER and the CONTRACTOR, as their interests may appear, and shall also cover the interests of all Subcontractors performing work.

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

Cancellation and Re-Insurance:

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

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES:

Supervision and Superintendence:

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

Labor, Materials and Equipment:

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

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

6.4 All materials and equipment will be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.

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

Materials, Equipment, Products and Substitutions:

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

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

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

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

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

6.6.5 No materials or supplies for the Work shall be purchased by the CONTRACTOR or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that he has good title to all materials and supplies used by him in the Work.

Concerning Subcontractors:

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

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

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

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

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

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

6.12.1 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the Contract Documents.

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

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

Patent Fees and Royalties:

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

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

Permits:

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

Laws and Regulations:

6.16 The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he will give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the CONTRACTOR

performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the ENGINEER, he will bear all costs arising therefrom; however, it shall not be his primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Taxes:

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

Record Drawings:

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

Safety and Protection:

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

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

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

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

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

Emergencies:

6.21 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved. If the CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase

in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

Shop Drawing and Samples:

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

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

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

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

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

6.27 The ENGINEER'S review of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the ENGINEER'S attention to such deviation at the time

of submission and the ENGINEER has given written approval to the specific deviation, nor shall any review by the ENGINEER relieve the CONTRACTOR from responsibility for errors or omission in the Shop Drawings.

Cleaning Up:

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

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

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

Public Convenience and Safety:

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

Sanitary Provisions:

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

Indemnification:

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

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

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

Responsibility for Connecting to Existing Work:

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

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

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

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

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

Cooperation with Governmental Departments, Public Utilities, Etc:

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

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

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

Use of Premises:

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

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

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

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

Protection of Existing Property Improvements:

6.40 Any existing surface or subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings or structures (including portions thereof), trees, and shrubbery not indicated on

the Drawings or noted in the Specifications as being removed or altered shall be protected from damage during construction of the Project. Any such improvements damaged during construction of the Project shall be restored to a condition equal to that existing at time of award of Contract.

Temporary Heat:

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

ARTICLE 7 - WORK BY OTHERS:

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

7.2 If any part of the CONTRACTOR'S work depends for proper execution or results upon the work of any such other CONTRACTOR (or the OWNER), the CONTRACTOR will promptly report to the ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.

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

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

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

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

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

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

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

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

ARTICLE 8 - OWNER'S RESPONSIBILITIES:

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

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

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

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

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

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

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

8.8 The OWNER shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or any portion thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the Work, the CONTRACTOR shall be entitled to such extra compensation or extension of time or both, except by prior agreement, as the ENGINEER may determine. See paragraph 14.11.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION:

Owner's Representative:

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

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

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

Visits to Site:

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

Clarifications and Interpretations:

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

Measurement of Quantities:

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

Rejecting Defective Work:

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

Shop Drawings, Change Orders and Payments:

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

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

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

Resident Project Representative:

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

Decisions on Disagreements:

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

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

Limitations on Engineer's Responsibilities:

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

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

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

ARTICLE 10 - CHANGES IN THE WORK:

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

10.2 The ENGINEER may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefor as provided in Articles 11 and 12.

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

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

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

ARTICLE 11 - CHANGE OF CONTRACT PRICE:

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

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

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;

- (3) In the Owner-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

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

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

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

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

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

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

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

11.3.2 By negotiated lump sum.

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

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

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

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

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

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

11.4.5 Supplemental costs including the following:

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

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

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

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

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

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

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

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

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

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

11.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals, (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 11.4.1 -- all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.

11.5.2 Expenses of CONTRACTOR'S principal and branch offices other than his office at the site.

11.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR'S for delinquent payments.

11.5.4 Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provide in subparagraph 11.4.5.9.)

11.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.6 The CONTRACTOR'S Fee which shall be allowed to CONTRACTOR for his overhead and profit shall be determined as follows;

11.6.1 A mutually acceptable firm fixed price; or if none can be agreed upon,

11.6.2. A mutually acceptable fixed fee based on the estimate of the various portions of the Cost of the Work.

11.7 The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the net shall be computed to include overhead and profit, identified separately, for both additions and credits.

11.8 Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will submit in form prescribed by ENGINEER an itemized cost breakdown together with supporting data.

11.9 Allowances: It is understood that the CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such materialmen, suppliers, or Subcontractors and for such sums within the limit of the allowances as the ENGINEER may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. The CONTRACTOR agrees that the original Contract Price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

11.9.1 These allowances shall cover the cost to the CONTRACTOR less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.

11.9.2. The CONTRACTOR'S costs for unloading and handling on site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Price and not in the allowance.

11.9.3 Whenever the cost, as described in 11.9.1 above, is more than or less than the allowance, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses, except that whenever unit price allowances are stipulated for brick, the Change Order will not include any cost as described in 11.5 above.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME:

12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER and ENGINEER within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefor as provided in paragraph 12.1. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by OWNER, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of the Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either parties.

12.4 No claim for delay shall be allowed because of failure to furnish Drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

12.5 This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

ARTICLE 13 - GUARANTY:

13.1 The CONTRACTOR shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of

SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs or adjustments, in the Work that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

ARTICLE 14 - PAYMENTS AND COMPLETION:

Payments to Contractors:

14.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within 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.

MEASUREMENT AND PAYMENT

Measurement and Payment for the following bid items shall be as described and shall include all material, equipment, labor, testing, etc. to install and make operational a complete water system as detailed on the contract drawings and as specified in the contract documents.

DUCTILE IRON WATER LINE, CLASS 350

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, 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. Pay length shall begin where pipe enters ground leaving block building.

FENCE

Payment for installation of fence shall include furnishing and installation of concrete, post, wire, bracing, tic's, barb wire, fasteners, gates and other miscellaneous items as required to provide an operational fence. Fence shall be paid for per linear foot and shall include any gates as required.

SITE WORK

Payment for site work shall include clearing and grubbing, grading, debris removal, fill material, drainage piping, and other miscellaneous items as required to provide a well drained site free of debris. Access roadway shall be included with earthwork, pipe, gravel as noted on the plans in this item to provide an entrance to the site. Shall be paid for lump sum.

EROSION CONTROL

Payment for installation of erosion control shall include silt fence, hay check dams, grassing fertilizing, and other miscellaneous items required to meet conditions specified herein. Erosion Control shall be paid for lump sum.

BLOCK BUILDING WITH APPURTENANCES

Payment for erection of Block Building shall include finishing and installing slab, block wall, roof, required openings and fixtures, and other items required to meet the requirements specified on plan details. Block Building with appurtenances shall be paid for lump sum.

SUCTION PUMPS

Payment for installing pumps shall include furnishing and installing tees, fittings, pumps and electrical service to obtain a fully operational pumping system. Service Pumps shall be paid per each.

CONTROLS

Payment for controls shall include all items required to operate electrical and mechanical equipment. Service Pole, controls, telemetry, electrical outlets, lighting, generator connection and other miscellaneous items as required by the plans and specifications. Controls shall be paid

for lump sum.

PIPING

Payment for piping shall include all above ground pipe installed to provide water to and from suction pumps. Piping shall include pipe, booster pump control valve, spools, tees, bolts, bands supports and other miscellaneous parts to provide a functioning system. Piping shall be paid for as lump sum.

GENERATOR

Payment for generator shall include a self contained diesel generator capable of providing emergency power to operate the booster station. The generator shall include a generator, automatic transfer switch, electrical connections, concrete slab, full tank of fuel and any other miscellaneous items to ensure a fully operational unit. Generator shall be paid as lump sum.

CHLORINATOR

Payment for chlorinator shall include an injector system to input gas chlorine into the water system. The chlorinator shall include injector, scales, booster pump, flow meter, automatic switch, piping, filled chlorine bottles and other miscellaneous items to ensure a fully operational chlorinator. Chlorinator shall be paid as lump sum.

TECHNICAL SPECIFICATIONS

The following Technical Specifications shall apply to solely the roadway portion of the project.

The **TECHNICAL SPECIFICATIONS** for the project is the “Mississippi Standard Specifications for Road and Bridge Construction, 2004 Edition. Any reference to Unit Prices shall be deleted. Director, Chief Engineer, Project Engineer, etc. shall mean the City of Hattiesburg or it’s duly authorized representative.

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/A/21.10, 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

<u>Nominal Size</u> <u>(Sieves w/Square Openings)</u>	<u>Percent Passing by Weight</u>
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 not water in bell holes at the time of coupling pipe. All costs of equipment, labor, and materials required for dewatering shall be included in the bid price.

F. Bedding: The Contractor shall satisfactorily shape the trench area (to specified line, grade and cross section) to receive bedding material. The bottom of the trench shall be undisturbed soil. Should the Contractor over excavate the trench without direction from the Engineer, the trench shall be brought up to grade with select backfill and compacted to at least 90% of maximum laboratory density as measured by AASHTO T 99. Such additional work and materials for over excavation without direction of the Engineer shall be at the expense of the Contractor.

Holes for the bells shall be provided at each joint in the 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.

Compaction tests for water pipe related work shall not be less than as follows:

(Number of Compaction Tests)

AASHTO T-99 AASHTO T-191

or

ASTM D 2922

Stabilization Material	1	One per 100 CY
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Bedding Material	2	One per 600 LF
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Tamped Backfill	2	One per 600 LF
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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:

$$L = \frac{SD}{133,200} P$$

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 a solution of chlorine of 50mg/l for 24 hours in such manner as to meet the requirements of the State Board of Health.

At least two (2) samples of chlorine free water, taken from each section shall be submitted to the State Board of Health for examination to determine if the system is free from organisms of the Coli-Aerogenes group. If such samples are not negative from organisms of the Coli-Aerogenes group, the system shall be disinfected and reinfected 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.

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

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Fall and Winter Seeding (September 1 to March 1)

<u>Name</u>	<u>Percent Purity</u>	<u>Percent Germination</u>	<u>Mix (Dry Wt. Lbs.) Per Acre</u>
Unhulled Bermuda	95	90	20
Pensacola Bahia	95	90	30
Rye	95	85	15
Crimson Clover	95	85	8

TOTAL 73

Seeding in Existing Lawns: Grass seeds for existing lawns shall be the same as the existing grass.

3.5 Leguminous Inoculants: Inoculation media containing live nitrogen-fixing bacteria shall be supplied with all legume seed. The inoculants shall be standard, pure culture of nitrogen-fixing bacteria. Each kind of legume will require a cultural bacteria that is adapted to that particular kind of seed. The bacteria shall be supplied in convenient containers seed. The bacteria shall be supplied inconvenient containers of a proper size to treat the amount of seed to be planted. The legume seeds shall be treated according to the directions, and before the expiration date for use of the media shown on the container.

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.

Standard Guide for Metallic-Coated Steel Chain Link Fence & Fabric

1. Purpose

- 1.1 The purpose of this guide is to provide a nationally recognized standard of quality for metallic-coated steel chain link fence fabric and when combined with framework and accessory items, as listed in this publication, to provide a nationally recognized standard of quality for complete fence.

2. Scope

- 2.1 This guide gives the nomenclature, definition, and general requirements for metallic-coated steel chain link fence fabric and framework for industrial usage. See Section 5.8 for applicable documents.
- 2.2 The values stated in inch-pound units are to be regarded as the standard.

3. Description of Terms

- 3.1 *Chain Link Fence Fabric* - A fencing material from steel wire helically wound and interwoven in such a manner as to provide a continuous mesh without knots or ties except in the form of knuckling or of twisting the ends of the wires to form the selvage of the fabric.
- 3.2 *Knuckling* - This term is used to describe the type of selvage obtained by interlocking adjacent pairs of wire ends and then bending the wire ends back into a closed loop.
- 3.3 *Twisting* - This term is used to describe the type of selvage obtained by twisting adjacent pairs of wire ends together in a closed helix of 1-1/2 machine turns, which is equivalent to three full twists, and cuffing the wire ends at a sharp angle to provide sharp points. The wire ends beyond the twist shall be at least 1/4 inch long.
- 3.4 *Diamond Count* - A term used to designate the number of mesh openings in each height of fabric.
- 3.5 *Other Terminology* - See ASTM F552 for a listing of other terms specific to Chain Link Fence.

4. Requirements

4.1 Materials

- 4.1.1 *Base Metal* - The base metal of the fabric shall be a good commercial quality of steel wire of the gages specified in Table 1.
- 4.1.2 *Zinc Coating*- The zinc coating on the fabric may be ordered in two coating weight classes, as Class 1 - the weight of zinc coating shall not be less than 1.20 oz/ft.² of uncoated wire surface; or Class 2 - the weight of zinc coating shall not be less than 2.0 oz/ft.² of uncoated wire surface as determined from the average of results of two or more specimens, and not less than 1.8 0z/ft.² of uncoated wire surface for any individual specimen. Fabric galvanized after fabrication is normally not produced with a Class 2 coating on 11 ga.-0.120" or 11 ½ ga -0.113" wire. The weight of the zinc coatings shall be determined in accordance with 5.5.2. The zinc used for the coating shall conform to the grades specified in ASTM Designation B6, Standard Specification for scab zinc.
- 4.1.3 *Aluminum Coating* - The wire shall be aluminum coated by the hot-dip process before weaving into the fabric. The weight of aluminum coating for 6 ga.-0.192" - and 9 ga-0.148" - shall not be less than 0.40 oz/ft² and for 11 ga. - 0.120" - shall not be less than 0.35 oz/ft² of uncoated wire surface when tested in accordance with 5.5.3.
- 4.1.4 *Zinc - 5% aluminum mischmetal alloy coating* - the metallic coating on the fabric may be ordered in two coating weight classes, as Class 1, the weight of metallic coating shall not be less than 0.60 oz/ft.² or Class 2, the weight of metallic coating shall not be less than 1.00 oz/ft² of uncoated wire surface as determined from the average of results of two or more specimens, and not less than 0.90 oz/ft² of uncoated wire surface for any individual specimen. The weight of the metallic coatings shall be determined in accordance with 5.5.4. The zinc-5% aluminum mischmetal alloy used for the coating shall conform to the grades specified in STM designation B-750., Standard Specification for Zinc-5% Aluminum Mischmetal Alloy (UNS Z38510) in Ingot Form for Hot-Dip Coatings.
- 4.1.5 *Aluminum Alloy* - ASM F1183 - Chain link fabric woven from aluminum alloy, 9 ga. - 0.148" or 6 ga. - 0.192" wire.

4.2 Fabric Sizes - The height, diamond count, size of mesh, and wire diameters of chain link fabric shall be as given in Table 1. The methods of measurement and tolerances are given in 4.2.1., 4.2.2 and 4.2.3.

4.2.1 Height of Fabric - The height of the fabric shall be the overall dimension from ends of twists or knuckles. The tolerance of the nominal height shall be plus or minus one inch.

4.2.2 Mesh Sizes - The size of mesh shall conform to the requirements as shown in Table 1. The permissible variation from the specified size of mesh shall be $\pm 1/8$ in. For all mesh sizes over 1 in. And $\pm 1/16$ in. For all mesh sizes 1 in. and under.

4.2.3 Wire Diameter - The diameter of the coated wire shall be determined as the average of two readings measured to the nearest 0.001 inch taken at right angles to each other on the straight portion of the parallel sides of the mesh. The tolerance in the diameter of the coated wire shall be plus or minus 0.005 inch.

4.3 Selvage - Fabric with 2 inch or 2 1/8 inch mesh, in heights less than 72 inches shall be knuckled at both selvages. Fabric 72 inches high and over shall be knuckled at one selvage and twisted at the other. These are the standard selvages. Other selvage combinations will be supplied only if specified by the purchaser.

CAUTION: Twisted selvages for fences under 73 inch in height are not recommended because of consumer safety consideration.

The selvages of fabrics with meshes of less than 2 inches shall be knuckled on both edges

5. Inspection and Testing

5.1 General - The tests given herein are intended primarily for use as production tests in conjunction with manufacturing processes, inspection methods and with other tests if needed, according to 5.2, so as to insure the conformity of the chain link fabric with the requirements of this guide.

5.2 Production Inspection and Testing - During the process of manufacture, the manufacturer shall make such inspections and tests as are needed to maintain the quality of the product so as to be consistently in conformity with this guide. The inspection and tests given herein (see 5.3 and 5.5) shall be made regularly during production of all chain link fence furnished as being in conformity with this guide.

- 5.3 *Inspection* - The chain link fabric shall be visually inspected to determine its conformance with the workmanship, design and dimensional requirements of this standard.
- 5.4 *Sampling* - One roll from every 50 rolls or fraction thereof shall be selected at random for test purposes, but in no case shall less than 2 samples be selected from a shipment. The specimens for test purposes shall consist of individual pieces of wire taken from the outside end of the sample rolls.
- 5.5 *Test Procedures*
- 5.5.1 *Breaking Strength* - Table 2 & 3 - The break strength of the wire used in the fabrication of the fabric shall be determined in accordance with the method described in ASTM A370, using one specimen from each sample roll. Specimens to establish conformance to this requirement shall constitute individual pickets from a section of the fence fabric of a sufficient length so as to be firmly gripped in the testing machine after straightening. The actual gage length (distance between jaws) of the specimen shall be limited to the undetermined length of wire between two adjacent straightened bends. If fracture takes place, other than between the jaw grips, the test shall be discarded.
- 5.5.2 *Weight of Zinc Coating* - The weight of zinc coating of the fabric shall be determined in accordance with the method described in ASTM A90, using one piece of wire removed from the fabric of each sample roll.
- 5.5.3 *Weight of Aluminum Coating* - The weight of aluminum coating on the fabric shall be determined in accordance with the method described in ASTM A428, using one piece of wire removed from the fabric on each sample roll.
- 5.5.4 *Weight of Zinc - 5% Aluminum Mischmetal Alloy* - The weight of metallic coating on the fabric shall be determined in accordance with the method described in ASTM A90, using one piece of wire removed from the fabric of each sample roll.
- 5.5.5 The specimen tested may be of any continuous length over 12 inches but preferable should be about 24 inches long.
- 5.6 *Packaging and Marking* - Each length of fabric shall be tightly rolled and firmly tied. Each shipment of fabric shall be identified as to the type and class of metallic coating, the size of mesh, the coated wire diameter, the height and length of fabric in each roll, and the name of the manufacturer. These requirements apply unless otherwise specified.

- 5.7. *Noncompliance* - If any specimen tested fails to meet the requirements of this guide, the roll represented by the specimen shall be rejected and two additional rolls shall be tested, both of which shall meet the requirements in every respect; otherwise the lot represented by the samples may be rejected.
- 5.8 *Applicable Documents* - The following documents form a part of this guide to the extent listed herein. Unless otherwise indicated, the issue in effect on date of invitation for bids or request for proposal shall apply. Chain link fabric specifications vary slightly in Canada. Consult the current Canadian specification CAN-2-138, 1-H80.

AMERICAN SOCIETY FOR TESTING & MATERIALS (ASTM) STANDARDS:

- A90/A90M - Test Method for Weight of Coating on Iron and Steel Articles with Zinc or Zinc-Allo Coatings
- A 121 - Zinc-Coated (Galvanized) Steel Barbed Wire
- A 123 - Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
- A 370 - Mechanical Testing of Steel Products
- A 392 - Zinc-Coated Steel Chain Link Fence Fabric
- A 428 - Test Method for Weight of Coating on Aluminum-Coated Iron or Steel Articles
- A 491 - Aluminum-Coated Steel Chain Link Fence Fabric
- A 570 - Hot Rolled Sheet and Strip, Structural Quality
- A 572 - High Strength Low-Alloy Columbium-Vanadium Steel of Structural Quality
- A 585 - Aluminum-Coated Steel Barbed Wire
- A 817 - Metallic-Coated Steel Wire for Chain Link Fence Fabric
- A 824 - Metallic-Coated Steel Marcellled Tension Wire for Use with Chain Link Fabric
- B 6 - Zinc (Slab Zinc)
- B 750 - Zinc - 5% Aluminum Mischmetal Alloy (UNS Z38510) in Ingot Form for Hot Dip Coatings
- F 552 - Terminology Relating to Chain Link Fencing
- F 567 - Installation of Chain Link Fence
- F 626 - Fence Fittings
- F 900 - Industrial and Commercial Swing Gates
- F 934 - Standard Colors for Polymer Coated Chain Link Fence Materials
- F 1043 - Specifications for Strength and Protective Coatings on Metal Industrial Chain Link Fence Framework
- F 1083 - Pipe, Steel, Hot-Dipped Zinc Coated (Galvanized) Welded for Fence Structures
- F 1183 - Aluminum Alloy Chain Link Fence Fabric
- F 1184 - Industrial and Commercial Horizontal Slide Gate
- F 1345 - Zinc-5 % Aluminum Mischmetal Alloy Coated Steel Chain Link Fence Fabric

INDUSTRIAL STEEL GUIDE FOR FENCE RAILS, POSTS, GATES, AND ACCESSORIES

1. **MATERIALS** - Posts, gate frames, braces, rails, stretcher bars, truss rods and tension wire shall be of steel. Gate hinges, post caps, barbed wire supporting arms, stretcher bar bands, and other parts shall be of steel, malleable iron, ductile iron or equal except that post tops, rail ends, ties and clips may be of aluminum.

Optional supplement color coatings, 10 mils of polyvinyl chloride or 3 mils of polyester can be obtained in conjunction with all coatings as indicated. Unless otherwise indicated, color of the coating shall be in accordance with ASTM F934, Green, Olive Green, Brown, and Black. Moveable and threaded fittings need not be coated but field coated per manufacturer's recommendations.

If this optional color coating is selected for the framework and accessories, the subsequent section of this guide pertaining to Polyvinyl Chloride (PVC) coated chain link fabric can be specified to achieve a total color coated chain link fence system.

- 1.1. Intermediate posts shall be Type I or Type II pound pipe or "C" roll formed section conforming to the dimensions and weights shown in Table 4.
 - 1.1.1 Type I Round Post shall be hot dipped galvanized with a minimum average zinc coating of 1.8 oz/ft² meeting ASTM F-1083 for standard weight (Schedule 40) galvanized pipe.
 - 1.1.2 Type II Round Post shall be steel pipe cold-formed and welded per ASTM F 1043, Group IC, having a minimum yield strength of 50,000 psi. The external zinc coating shall be Type B, zinc with polymer film, 0.90oz/ft.² minimum zinc coating with a chromate conversion and a verifiable polymer film. The internal coating shall be Type B, zinc 0.90 oz/ft² minimum or Type D, zinc pigmented, 81% nominal coating with 0.30 mils. minimum thickness.
 - 1.1.3 Roll Formed "C" Section steel shapes shall be produced from steel having a minimum yield strength of 45,000 psi and meet the strength and protective coating requirements of ASTM F-1043.
- 1.2 Terminal Posts, Braces, and Rails shall be round or square Type I as shown in 1.1.1 or round Type II as shown in 1.1.2 and shall conform to dimensions and weights as shown in Table 4.

2. **ZINC COATINGS** - All Type I and Type II steel framework and other iron parts shall be zinc coated by the hot-dipped method, using zinc Grade E. The weight of zinc coat on Type I rail, post and brace shall have not less than 1.8 oz/ft² coating as listed in 1.1.1. Type II steel rails, posts and braces shall have an average weight of not less than 0.90 oz/ft²

as listed in 1.1.2 Zinc weight shall be determined in accordance with ASTM A-90.

3. **POST BRACES** shall be provided for each gate, corner, pull and end post for use when top rail is omitted or with fabric 6 feet or more in height, and shall consist of a round tubular brace extending to each adjacent line post at approximately midheight of the fabric and truss consisting of a rod not less than 5/16 inch nominal diameter from the line post back to the gate, corner, pull, or end post with a turnbuckle or other equivalent provision for adjustment. Truss rods may be eliminated in any line of fence where there is a continuous center rail.
4. **POST TOPS** shall consist of ornamental tops or ornamental tops or combination tops with barbed wire supporting arms, as required. When so required, or when a top rail is to be provided, the top shall be provided with a hole suitable for the through passage of the top rail. The post tops shall fit over the outside of posts and shall exclude moisture from posts.
5. **BARBED WIRE SUPPORTING ARMS**, when required to be furnished, shall be at an angle of approximately 45° or vertical, as required, and shall be fitted with clips or other means for attaching three strands of barbed wire. With 45° arms the top wire shall be approximately twelve inches horizontally from the fence line and the other wires spaced uniformly between the top of the fence fabric and the outside strand. Barbed wire arm shall be of sufficient strength to withstand a weight of 250 pounds applied at the outer strand of barbed wire. Six line barbed wire "V" arm may be used, if desired.
6. **TOP RAILS** shall be in lengths not less than 18 feet and shall be fitted with couplings or swedged for connecting the lengths into a continuous run. The couplings shall be not less than 6 inches long, with 0.070 inches minimum wall thickness, and shall allow for expansion and contraction of the rail. Open seam outside sleeves shall be permitted only with a minimum wall thickness of 0.100 inches. Suitable ties or clips shall be provided in sufficient number for attaching the fabric securely to the top rail at intervals not exceeding 24 inches. Means shall be provided for attaching the top rail to each gate, corner, pull and end post. Tension wire is required at top of fence if top rail is omitted. See paragraph 10.
7. **TENSION BARS** shall not be less than 3/16 inch by 3/4 inch and not less than 2 inches shorter than the normal height of the fabric with which they are to be used. One tension bar shall be provided for each end and gate post, and two for each corner and pull post.
8. **TIES OR CLIPS** of adequate strength shall be provided in sufficient number for attaching the fabric to all line posts at intervals not exceeding 15 inches ; and not exceeding 24 inches when attaching fabric to top rail or tension wire.
9. **BANDS OR CLIPS** of galvanized steel or aluminum alloy per ASTM F-626 shall be provided in sufficient number for attaching the fabric and stretcher bars to all terminal posts at intervals not exceeding 15 inches. Tension bands shall be formed from flat or beveled steel and shall have a minimum thickness after galvanizing of 0.078 inch; and minimum

width of 3/4 inch for posts 4" O.D., or less and 0.108 inch thickness by 7/8 inch for posts larger than 4" O.D. Brace bands shall be formed from flat or beveled steel and shall have a minimum thickness of 0.108 inch after galvanizing; and minimum width of 3/4 inch for post 4" O.D. Standard mill tolerances of ± 0.005 inch on thickness and 0.010 inch on width shall apply—attachment bolts shall be 5/16 x 1-1/4 inch galvanized carriage bolts with nuts.

10. **TENSION WIRE** shall be Marcellled (spiraled or crimped) #7 gage, 0.177 inches, ± 0.005 inches in diameter, conforming to ASTM A-824

10.1 Tension Wire Coating shall conform to ASTM A-824 Type I, Aluminum-coated 0.40 oz/ft² or Type II Zinc-coated Class 2, 1.20 oz/ft².

11. **BARBED WIRE** shall consist of two strands of twisted wire with 4 point barbs on 5 inch spacing. The following listed barbed wires are recommended for use with chain link fencing:

Line Wire Gage	Line Wire Coating Weight	Barb Gage	Barb Coating Weight
12 ½	ZN 0.80 oz/ft. ²	14	ZN 0.65 oz/ft. ²
12 ½	AL 0.30 oz/ft. ²	14	Aluminum Alloy, or Aluminum Coated AL 0.25 oz/ft. ²
12 ½	Aluminum Alloy	14	Aluminum Alloy

Zinc-coated barbed wire shall conform to ASTM A-121, Chain link fence grade. Aluminum-coated barbed wire shall conform to ASTM A-585, Type I, 5 inch or Type II, 3 inch barb spacing.

12. **SWING GATES** shall conform to ASTM F 900 (for complete specification, see ASTM 900)

12.1 *Materials* - The base materials of the gate frame shall be round or rectangular tubular members, welded at all corners or assembled with corner fittings. Gates assembled with corner fittings shall have adjustable truss rods 5/16 inch minimum diameter on panels 5 feet wide or wider. Truss rods shall be the same base metal and finish as the gate frames.

12.1.1 *The Interior Bracing*, when needed shall be the same metal and shape tubular material and finish as the gate frame, but need not be the same size. Gate leaves shall have vertical interior bracing at maximum intervals of 8 feet and shall have a horizontal interior member if the fabric height is 8 feet or more.

12.1.2 *Manufacture*-Gate frames shall be fabricated and coated where necessary, as described in 12.1.3 through 12.1.5.

12.1.3 *Zinc-Coated Steel Frames* shall be in accordance with ASTM Specifications F 1043 or F 1083, or a combination thereof, and shall match that selected for any adjoining fence framework. Welded joints shall be coated in accordance with Practice A780, employing a zinc-rich paint.

12.1.4 *Aluminum Alloy Gate Frames* shall be in accordance with Specification F 1043.

12.1.5 *Polymer-Coated Steel or Polymer-Coated Aluminum Frames* shall be in accordance to paragraph 12.1.3 and 12.1.4. Welded joints shall be top-coated to match the frame color.

12.1.6 *Gate Fabric* shall be the same type as used in fence construction. The fabric shall be attached securely to the gate frame at intervals not exceeding 15 inch.

12.1.7 *Barbed Wire Top* - When specified, shall have the end members of the gate frame extended in height to accommodate three strands of barbed wire.

12.2 Dimensions, Mass, and Permissible Variations

12.2.1 Size of the gate opening shall be measured from the inside face to inside of gate posts.

12.2.2 Dimension and Weights of gate frame members and post shall be in accordance with Tables 6 and 7.

12.2.3 Gate frame shall be designed for the width and built so that the outer members shall no sag in excess of the lesser of 1% of the gate leaf width of 2.inch.

12.3 *Gate Accessories* - All gate accessories shall be of the materials as specified for the fence.

12.3.1 *Gate Hinges* - Hinges shall be structurally capable of supporting the gate leaf and allow the gate to open and close without binding. The hinges shall be so designed to permit the gate to swing a full 180°.

12.3.2 *Single Gate Latch* - Gate latch shall be capable of retaining the gate in a closed position and shall have provision for a padlock.

12.3.3 *Double Gate Latch* - Gate latch shall be a drop rod or plunger bar arranged to engage the gate stop. Locking devices shall be constructed so that the center drop rod or plunger bar cannot be raised when the gate is locked. The latching devices shall have provision for a padlock.

12.3.4 *Gate Stops* - Gate stop shall be provided for all doubled gates.

12.3.5 *Keepers* shall be provided for each gate leaf over 5 feet.

13. **SLIDING GATES** - Sliding gates shall comply with ASTM F 1184 which provides for overhead slide gates which are horizontal slide gates supported only from above and cantilever slide gates which are horizontal slide gates spanning an opening without a top or bottom support within that opening. Cantilever slide gates shall be supplied with steel or aluminum frames using external or internal rollers. NOTE: Safety guide posts and roller guards are required for cantilever slide gates using external rollers. See ASTM F 1184 for complete specifications.

14. **INSTALLATION** of fencing and gates shall meet the requirements of ASTM F 567 which are not intended to preclude any practice that has a proven performance equal to or better under varying conditions nor do they purport to address all of the safety problems involved. It is the responsibility of the user of this guidelines to establish appropriate safety and health practices and determine the applicability of regulatory limitations prior to use.

14.1 *Site Preparation* shall involve the location of fence lines, gates, terminal posts, underground utility locations, USCA&G benchmarks, property monuments and underground structures by the purchaser who shall also provide for site cleaning and grading with adequate clearance on both sides of the fence line.

14.2 *Post Location* shall be as required spaced equidistant at intervals not exceeding 10 feet. Measure the interval parallel to the grade of the proposed fence and in the line of the fence center to center of the posts.

14.3 *Terminal Posts (end corner and gate posts)* shall be set at the beginning and end of each continuous length of fence and at abrupt changes in vertical and horizontal alignments.

14.4 *Post Foundations* shall be concrete with hole diameters dug or drilled a minimum of four times the largest cross section of the post and a minimum depth of 24 inch plus an additional 3 inch for each 1 foot increase in the fence height over 4 feet.

- 14.5 *Set Posts* in a vertical position, plumb and align while concrete 2500 psi, is backfilled into the excavation and extended 2 inch above grade and crowned to shed water or to 2 inch below grade if a cover of sod, blacktop, or other material is provided.
- 14.6 *Mechanical Devices* can be used in place of concrete for the setting of fence posts provided the device strength in the ground is equal or superior to the *strength developed by the concrete footing*.
- 14.7 *Solid Rock or Concrete* can be encountered where an overburden of soil is not present. In this case set posts in the solid rock or concrete to a depth three times the largest cross section of the posts. The diameter of the hole shall be ½ inch greater than the largest cross section of the post.
- 14.8 *Sleeves* can be used in order to leave voids in new concrete construction. Half-fill the void with nonshrinkable hydraulic cement and force the post to the bottom of the hole and plumb. Thoroughly work additional grout into the hole so as to leave no voids. Crown the grout to shed water.
- 14.9 *Drive Posts* are to be driven by mechanical means to a minimum depth of 36 inches or 6 inches greater than what is required for posts set in concrete for a given fence height except where soil conditions are unstable or rock or concrete is encountered. In the case of the latter, the depth should be in keeping with standard fence construction practices for the local area or utilize the solid rock or concrete requirements previously outlined. When driving posts the tops must be protected to prevent distortion of the exposed end. The use of a drive cap is recommended.
- 14.10 *Gate Posts* shall be set in concrete footings. Swing gate posts shall be set in footings as listed in Table 8. Cantilever slide gate post footings shall have a minimum diameter of 12 inches and a minimum depth of 42 inches. Overhead slide gate posts shall be set in a 12 inch diameter hole with a depth of 38 inches for gate openings up to 24 feet. For openings 24 ft. to 40 ft, a 4 inch outside diameter double post shall be set in a 24 inch by 16 inch sized hole, with a depth of 48 in.
- 14.11 *Terminal Post bracing* is required on all fabric over 6 ft and on fabric over 12 ft. in height a center rail is required. All fences installed without a top rail shall have braces on all terminals. Securely fasten diagonal braces to the terminal post and the adjacent line post or its footing or a footing of equal size. There should be no more than a 50° angle between the brace and the ground. Securely fasten horizontal braces (if used in place of diagonal braces) with truss rods from the bottom of the terminal post to the adjacent line post where the brace rail terminates. When top rail is used attach the

brace at the halfway point of the terminal post above grade and, when the top rail is omitted, at the two-thirds point above grade.

- 14.12 *Top Rail* must be supported at each post so that a continuous brace from end to end of each stretch of fence is formed. Securely fasten the top rail to the terminal posts and join with sleeves or coupling to allow for expansion and contraction.
- 14.13 *Tension Wire* should be stretched from end to end of each stretch of fence when the top rail is omitted and positioned at a height that will enable it to be fastened to the fabric within the top 1 ft. of the chain-link fabric. If specified, bottom tension wire should be fastened within the bottom 6 in. of the fabric. The tension wire should be taut and free of sag.
- 14.14 *Chain-Link Fence* shall be placed on the outside of the area enclosed or as directed by the purchaser. Place the fabric by securing one end, applying sufficient tension to remove all slack before making attachments elsewhere. Tighten the fabric to provide a smooth uniform appearance free from sag. The fabric can be cut by untwisting a picket and attaching each span independently at all terminal posts. Use stretcher bars with tension bands or other suitable devices at 15 in. maximum intervals. The fence fabric should be installed 2 inches above ground level. Measure clearance at the post with a tolerance of ± 3 inches. Fasten the fabric to the line posts at intervals not exceeding 15 inches. Fasten the fabric to the rail or tension wire at intervals not exceeding 24 inches. Rolls of wire fabric can be joined by weaving a single picket into the ends of the rolls to form a continuous mesh.
- 14.15 *Barbed Wire*, if required, shall be pulled taut to remove all sag. Firmly install in the slots of extension arms and secure it to a terminal post utilizing terminal post band arms or brace bands or other suitable devices.
- 14.16 *Proper Gate Operation and design* requires consideration of opening direction, grade clearance, and possible obstructions.
- 14.17 *Work Areas* shall be left neat and free of any debris caused by the erection of the fence. All work shall be performed in a safe and orderly fashion in accordance with the William-Steiger Occupational Safety and Health Act of 1970.

BOOSTER PUMP CONTROL VALVE

FUNCTION

The booster pump control valve is designed for installation on the discharge of booster pumps to eliminate starting and stopping surges caused by the pump. The valve shall be equipped with a built-in lift type check feature to prevent reverse flow, operating independently of the solenoid control.

MAIN VALVE

The valve shall be hydraulically operated, single diaphragm actuated, globe or angle pattern. A resilient synthetic rubber disc shall have a rectangular cross section and shall be retained on three and one-half sides to assure proper gripping under extreme hydraulic conditions. The two piece stainless steel valve stem shall be guided by three bearings located in the cover, intermediate body, and seat.

The main valve shall consist of two distinct operating chambers that are detachable and completely independent of the flow through the main valve body.

MAIN VALVE BODY

The valve shall consist of four components: the body with seat installed, the power unit body with center bearing, the cover with the bearing installed, and the diaphragm assembly. The valve body, power unit body and cover shall be of cast material. Ductile Iron is standard and other materials shall be available. No fabrication or welding shall be used in the manufacturing process. The diaphragm assembly shall be the only moving part and shall form a seal between the two operating chambers. Packing glands and/or stuffing boxes are not permitted. There shall be no pistons operating the main valve or pilot controls. The valve shall contain a resilient, synthetic rubber disc with a rectangular cross-section contained on three and one-half sides by a disc retainer and forming a tight seal against a single removable seat insert. No O-ring type discs (circular, square, or quad type) shall be permitted as the seating surface. The disc guide shall be of the contoured type to permit smooth transition of flow and shall hold the disc firmly in place. The disc retainer shall be of a sturdy one piece design capable of withstanding line shocks due to abnormal pump stoppage. No hour-glass shaped disc retainers shall be permitted and no V-type disc guides shall be used. The diaphragm assembly containing a non-magnetic two piece stainless steel stem of sufficient diameter to withstand high hydraulic pressures shall be fully guided by three bearings; in the valve cover, the power unit body, and an integral bearing in the valve seat. The built-in lift type check is designed to prevent pressure reversal caused by power failure. The stem shall be drilled and tapped in the cover end to receive and affix such accessories as may be deemed necessary.

The flexible, non-wicking, FDA approved diaphragm shall consist of nylon fabric bonded with synthetic rubber compatible with the operating fluid. The center hole for the main valve stem must be sealed by the vulcanized process or a rubber grommet sealing the center stem hole from the

operating pressure. The diaphragm must withstand a Mullins Burst Test of a minimum of 600 psi per layer of nylon fabric and shall be cycle tested 100,000 times to insure longevity.

The diaphragm shall be fully supported in the valve body and cover by machined surfaces which support no less than one half of the total surface area of the diaphragm in either the fully open or fully closed position.

The main valve seat, the power unit body and the stem bearing in the valve cover shall be removable. The cover bearing and seat in 6" and smaller size valve shall be threaded into the cover and body. The valve seat in 8" and larger size valves shall be retained by flat head machine screws for ease of maintenance. To insure proper alignment of the valve stem, the valve body and cover shall be machined with a locating lip. No "pinned" covers to the valve body shall be permitted. All necessary repairs and/or modifications other than replacement of the main valve body shall be possible without removing the valve from the pipeline. Components, including cast material, shall be of North American manufacture.

The valve manufacturer shall warranty the valve to be free of defects in material and workmanship for a period of three years from date of shipment provided the valve is installed and used in accordance with all applicable instructions. Electrical components shall have a one year warranty.

The valve manufacturer shall be able to supply a complete line of equipment from 2 ½" through 16" sizes and a complete selection of complementary equipment.

The valve manufacturer shall also provide a computerized cavitation chart which shows flow rate, differential pressure, percentage of valve opening, Cv factor, system velocity, and if there will be cavitation damage.

Material Specification:

Valve Size:	8"
Main Valve Body and Cover	Ductile Iron
Main Valve Trim:	Bronze
End Detail:	125# Flanged
Temperature Range:	40 Degrees to 180 Degrees F
Rubber Material:	Buna N Rubber

Pilot Control System:

The valve operation shall be controlled by an externally mounted pilot control system with a four-way solenoid operated pilot. The solenoid shall be designed to operate on either AC or DC current and have a manual operator installed. Pilot system includes: four-way solenoid pilot valve, opening and closing speed controls, shut off valves, strainers and CVS-1 shuttle valve to provide the highest available operating pressure to the pilot system.

Limit Switch:

An adjustable limit switch assembly shall be mounted on the main valve, connected to the main valve stem. It shall be actuated by opening or closing of the valve and easily adjusted to operate at any point of the valve's travel. The limit switch will be used to complete the pump off cycle. The actuating point of the limit switch shall be adjustable.

A direct factory representative shall be made available for start-up service, inspection and necessary adjustments.

Material Specification for Pilot Control:

Pressure Rating:	300 psi
Trim:	Stainless Steel
Rubber Material:	Buna N Rubber
Tubing and Fittings:	Copper
Operating Fluids:	Water
Solenoid Voltage:	120 Volt Single Phase
Solenoid Enclosure Type:	NEMA 3R

The valve shall be a Cla-Val Co. Model No. 60-11 Booster Pump Control Valve as manufactured by Cla-Val, or approved equal.

SERIES C CLOSED COUPLED END SUCTION PUMPS

The pumps shall be a Peerless Series C End Suction or Approved Equal, vertically split case centrifugal type capable of delivering 1000 gpm at a total head of 235 feet, Peerless Model Number C1140.

Pump casing shall be cast iron with smooth water passages and fitted with a bronze replaceable wearing ring.

The impeller supplied for the specified conditions shall be one piece bronze casting of a diameter not greater than 90% of the casing cutwater diameter.

Sealing of the pump liquid cavity shall be accomplished with mechanical seal pumps, Bronze Fitted: A face type mechanical seal with Niresist stationary seat, carbon washer, Buna Rubber flexible members, 18-8 stainless steel metal parts and 18-8 stainless steel spring. Seal shall be mounted over a bronze shaft sleeve.

Pump shall be close coupled to a HI/NEMA Fram ODP Electric US Motor rated 100 HP, 3600 RPM, 230/460 Volt, 3-Phase, 60HZ. Motor shaft shall be carbon steel and of a size and design to limit shaft deflection at the stuffing box to no more than .002 inches. Motor bearings shall be grease lubricated and sized for a minimum of 20,000 hours B10 life which is equivalent to 100,000 hours average bearing life.

Do not install until submittal has been approved. Submittal data shall consist of:

- A. Dimensions
- B. Single Line Pump curve
- C. Name and Location of Factory authorized dealer and service

SECTION 16000

PART 1 - BASIC ELECTRICAL MATERIALS AND METHODS

1.01 ELECTRICAL SPECIFICATIONS: The electric supply will be 277/480 Volts, three phase, four wire, 60 Hertz. The Contractor shall contact the power company prior to bidding and include in his bid the cost of labor and material necessary to supply the plant with electricity, including any cost which may be assessed by the power company for installation of power company furnished material. The Contractor shall coordinate all aspects of the construction concerning the electric service with the power company. The Approval Drawings shall include all details of the power company electric service and all associated equipment (to include all pole types and locations, switches, fuses, wire sizes and types, etc.) anywhere on the plant property.

1.02 TEMPORARY ELECTRIC SERVICE: The Temporary Electric Service for construction power shall be furnished, installed, and removed by the electrical contractor. Also, Contractor, shall make all necessary arrangements with the power company for metering and billing and provide for these charges and cost in his bid.

1.03 TESTING AND INSPECTIONS: Contractor shall assist in making periodic inspections or tests as required by the Engineer. When required, Contractor shall provide the assistance of foreman and qualified craftsmen for reasonable duration of each test, etc. Cooperate with other Contractors in preventing premature operation of equipment like water process equipment, etc., which should be first run in presence of personnel responsible for each item.

After wiring is completed, the Contractor shall test for shorts and open circuits, intentional and unintentional grounds. All shorts, open circuits, and unintentional grounds shall be corrected.

1.04 GUARANTEE: Workmanship and materials shall be guaranteed for period of one year from date of official acceptance of contract. Be responsible for any adjustments, replacements and corrections necessary to restore project to first-class condition if deficiency is due to faulty workmanship or materials.

1.05 CONDUIT SYSTEMS: Use galvanized or sheradized steel conduit in damp locations, exterior walls, exposed out of doors or when subject to mechanical damage after installation. Underground runs, use PVC, schedule 80 incased in concrete per NEMA standards and buried at required depth per NEMA standards. Provide electrical line red warning tape buried six (6) inches above conduit run. Protect conduits against entry of debris; keep ends capped during construction; clear or replace obstructed conduits.

Size and install conduits so that conductors may be installed without damage or excessive strain, using NEC as a minimum standard. For rigid conduit use double lock nut and bushings. For conduits larger than 1", use grounding type insulation bushing. Entire conduit system shall provide a dependable path to ground. EMT fittings shall be

watertight type, T&B 5100 series. Crimped or set screw types are not acceptable.

Ream ends after threading, make bends with an approved bending tool. Replace deformed bends or off-sets. Avoid hot water pipes, stay at least 3" from covering of hot pipes except as crossing, then at least 1".

- 1.06 PULL BOXES AND JUNCTION BOXES: Pull boxes shall be code gauge and size galvanized steel and shall be installed where accessible and in location shown on the drawings or where required to facilitate the easy pulling of wires. Boxes shall be sized properly for the conduits and wires entering them. In outdoor and process areas use weatherproof and corrosion resistant boxes.
- 1.07 OUTLET BOXES: On exposed conduit in process areas, use Crouse-Hinds No. FS or FD or other galvanized steel types. All boxes galvanized, or cadmium plated, or better.
- 1.08 CONDUCTORS AND GENERAL WIRING METHODS: Type THW 600-volt copper wire for general use and types THHN 600-volt copper for High Ambient Temperature; where Contractor sizes conduit based on conductor required, basis is type THW. Approved manufacturers, Triangle, General Cable, Collyer, National Electric Products, or approved equal. Size, type and trade name stamped permanently at regular intervals on all conductors. All wire shall be color coded.

Install wire in conduit after all work which may cause damage is completed. Powdered talc or other approved compound may be used as lubricant where necessary.

Make joints and splices in conductors with approved insulating type compression fittings, T&B, Sta-kon, or Buchanan splice caps. Wire-nuts are not acceptable.

- 1.09 GROUNDING AND BONDING REQUIREMENTS: In order to provide a safe and reliable system, all structures, piping, equipment and electrical services involved must be properly grounded and bonded to a properly sized and installed grounding electrode system.

All work will comply with every facet of the National Electric Code Article 250, current edition. Particular attention must be given to sections 250.56 and 250.58.

The article 250 requirement for a ground resistance of 25 ohms or less shall be considered as the minimum and a resistance of 4 ohms or less shall be the goal. This resistance will be measured with equipment using a three point resistance measurement and "fall of potential" system.

Ground and elevated water tanks are a major source of danger and damage due to lightning and transient voltages. Because of this, these structures will have as a minimum, a ground ring completely around the structure consisting of #2/0 bare copper wire and 10 foot long by 3/4" diameter copper clad ground rods. The rods shall be spaced no more than 12 feet apart. There will be at least 4 radials to the tank legs or structure.

All connections will be exothermic (Cadweld) performed by qualified personnel. All devices located at these tanks will be bonded to the ring.

All motor control centers and control panels shall have as a minimum, a ground ring near the structure or building consisting of #2/0 bare copper and 10 foot long by ¾" diameter copper clad ground rods. There will be at least three (3) ground rods spaced no more than twelve (12) feet apart to make a grounding "ring". All connections will be exothermic (Cadweld) performed by qualified personnel. All devices located near the structure or building shall be bonded to the ground ring.

Other structures will have a grounding system appropriate for the location per the National Electric Code article 250.

Conduit work, motors, panel boards and electrical equipment are to be effectively and permanently grounded. Feeder conduits shall provide a good path to system ground.

The grounding screw on all grounding type receptacles shall be securely grounded to the outlet box with lug and screw, or use self-grounding types.

Verify electrical continuity of all conduit runs and correct any discrepancies.

The Contractor shall be responsible for determining the extent of grounding and bonding requirements for equipment located at the site(s) covered under the contract(s) as listed herein. The Contractor shall provide for these charges, and cost in his bid.

- 1.10 EXCAVATION AND BACKFILLING: Excavate trenches for underground conduit or cable to required depth and width. After conduit or cable has been installed, inspected, and approved, backfill trench with earth free of trash, rock, brick and debris, and compact as required. Under slab, follow compaction rules for general work on this project. Underground workmanship applies under slab; depth can be reduced, but provide full and complete encasement. Bond conduit to any membrane passed through.
- 1.11 CLEANING: As required, clean all equipment or exposed material provided or installed under this section. Protect from any normal use of paint, mortar, etc.
- 1.12 WORKMANSHIP: All work shall be done in a thorough, substantial, and workmanlike manner by competent workmen. Applicable rules of National Electric Code apply as minimum standard for this contract but do not replace or reduce any specific requirement herein.
- 1.13 INTERFERENCES: The drawings are generally diagrammatic. Cooperate with other trades so that interferences of conduit, equipment, piping, etc., will be avoided. If interference develops, refer promptly to Engineer for decision.

END OF SECTION

SECTION 17000

PROCESS INSTRUMENTATION AND CONTROL

PART 1 – GENERAL

1.01 WORK INCLUDED

The work covered under this section of the specifications includes the furnishing and installing of all instrumentation and control hereinafter specified to perform the intended function.

1.02 RELATED WORK

Section 16000 – Electrical

PART 2 – PRODUCTS

2.01 SYSTEM SUPPLIER

- A. All instrumentation and control systems equipment shall be furnished by a System Supplier. The System Supplier shall provide and be responsible for the proper operation of all Process Instrumentation and Controls and Control Panels. The System Supplier shall perform in house submittal drawings and assembly of products. Subcontracting submittal drawings and equipment assembly will not be permitted.
- B. Substitutions of functions or equipment specified will not be acceptable.
- C. The entire system shall be warranted for one year from date of substantial completion.
- D. The Contractor shall assign full responsibility for the function operation of all new instrumentation and control systems to a System Supplier. This System Supplier shall be responsible for all coordination necessary in order to select, to furnish, to supervise installation and connections, to calibrate, and to place into operation all instrumentation and controls along with all other equipment and accessories as specified herein. The System Supplier shall be a licensed electrical contractor in the state of Mississippi.
- E. The System Supplier shall be one of established favorable reputation who has designed and produced similar systems and components for a period of at least (10) ten years.
- F. It shall be required of the System Supplier to execute and submit a guarantee to assume full responsibility as defined in Section 2.01, paragraph 'A' above. It is

the duty of the Contractor to include this guarantee with his Bidding Documents.

- G. Only the guarantee of the System Supplier whose name the Contractor has inserted in his Bidding Documents is required. Failure by a System Supplier to provide a written guarantee with his proposal shall be deemed by the Contractor as "NO BID" and that System Supplier will not be acceptable. The written guarantee shall be on the named System Supplier's letterhead and shall be signed by a responsible representative who will be primarily involved in the fulfillment of this guarantee. The written guarantee shall be stated as follows:

"... (Name of Single Source System Supplier)...guarantees that the proposal offered provides for complete compliance with all requirements of this section of the project specifications without exceptions to these specifications.

Full responsibility will be placed upon... (Name of Single Source System Supplier)...for all coordination necessary to select, to furnish, to supervise installation and connections, to calibrate, and to place into operation Process Instrumentation and Controls, Control Panels, and all other equipment and accessories needed to provide a complete operating system to comply with requirements of this section of the project specifications.

... (Name of Single Source System Supplier)... guarantees to provide all submittal drawings, instruction manuals, and qualified personnel for specified field services and training, all as defined within this section of the project specifications."

... (Name of Single Source System Supplier)... is a licensed electrical contractor in the state of Mississippi; Certificate of Responsibility No. _____, name of qualifying party_____;

Guarantee on system function and equipment shall be one (1) year from date of substantial completion or partial acceptance.

2.02 SUBMITTAL DRAWINGS

- A. Descriptive literature and drawings for equipment and systems being furnished under this section shall be included in two submittals as a maximum. If two submittals are made, the first shall include all primary devices, transmitters, sensors, and field mounted equipment. The second submittal will include the balance of the submittal required. The submittal shall include as a minimum, equipment specifications, dimensional drawings, flow and other calculations, schematic drawings of each and every system within the complete offering, and such other information requested by the Engineer or considered necessary to the proper installation of the equipment. Furnish submittals in a Bound Booklet Form 8.5" X 11". No sheets shall be larger than 8.5" X 11". Foldout larger sheets will not be acceptable. This submittal shall include coordinated information and drawings for all items that the Single Source System Supplier is required to

furnish under this section of the specifications, all in one integrated and coordinated manual. Each item of a submittal shall carry the appropriate title and be indexed against the appropriate specification item.

- B. A quantity of eight (8) sets of submittals shall be furnished for the Engineer's approval.

2.03 INSTRUCTION MANUALS

Prior to 65% of the value of job completion, System Supplier shall furnish two (2) copies to the Engineer and one (1) copy to the Owner of all descriptive matter and complete system operation instruction manuals in separate indexed binders coordinated with the equipment that is furnished and installed for approval. System Supplier shall incorporate Engineer's comments and resubmit for approval within thirty (30) days of receipt of Engineer's comments. Once final approval is obtained, System Supplier shall furnish two (2) copies to the Owner and two (2) to the Engineer.

2.04 RELATED SYSTEM COMPONENTS

The attention of the System Supplier is called to sections concerned with electrical work, chemical feeders, valves, piping, etc., and such other devices not specified under this section, but related to it.

PART 3 – EXECUTION

3.01 TESTING

- A. The controls and motor control centers shall have been factory tested in a high-power Underwriters Laboratories, Inc. (U.L.) 508 listed laboratory to prove adequate mechanical and electrical capabilities. Proof of label availability shall be submitted with approval drawings. All factory tests shall be completed by a qualified factory-trained representative with a minimum of ten (10) years of experience. Factory testing shall consist of, but not limited to the following:

1. Verify proper voltage on motor control center horizontal and vertical busses.
2. Circuit breakers shall be tested one at a time in sequential order.
3. All motor contactors shall be manually tested, one at a time.
4. Phase-to-phase voltages shall be verified at each starter.
5. Verify proper voltage on the secondary (motor) side of each contactor.
6. Calibrate all timers and dipswitches, if applicable.
7. Test and verify all Variable Frequency Drives (VFD) and Solid State Starters (SSS) with a test motor and verify the proper rotation of the motor.
8. Calibrate/Setup all preliminary VFD and SSS parameters for specific job application.

9. Simulate and verify all motor "call for", digital and/or analog, inputs and outputs.
10. Calibrate all Level, Pressure and Flow controllers.
11. Simulate Inputs from remote equipment.
12. Verify outputs to remote equipment.
13. Verify the proper operation of control logic from Programmable Logic Controllers (PLC) or Remote Telemetry Units (RTU).
14. Verify that the corresponding indicator lights on all PLCs and/or RTUs inputs, outputs and fault detection(s) are correct.
15. Verify proper torque on all terminals and/or lugs.

3.02 ENGINEERING SUPERVISION

- A. The services of a qualified representative of the selected Single Source System Supplier shall be provided to inspect the completed installation, suggest all adjustments necessary to place the system in proper operation, and instruct operating personnel in the care and operation of the equipment furnished. A minimum of one (1) day and one (1) trip start-up service and training operating personnel shall be included. The services shall be furnished by the Contractor as a part of the work included under this section of the specifications.
- B. The System Supplier shall show satisfactory evidence that he maintains, a fully equipped factory organization capable of furnishing adequate service for the equipment furnished, included replacement parts. Suppliers employing outside organizations for "ON CALL" service shall not be considered.

3.03 GENERAL INSTALLATION (BY CONTRACTOR)

- A. Installation of instrumentation and controls shall be in strict compliance with the manufacturer's instruction. The locations of these items as shown on the Contract Drawings are approximate only. Exact locations shall be as approved by the Engineer during construction. It is the duty of the Contractor to obtain, in the field, all relevant information required for proper placement of instrumentation and controls. In the case of interference with other work, proceed as instructed by the Engineer and provide all materials and labor required to prevent construction delays.
- B. Execution of the installation shall be in full accordance with codes and local rulings. The Contractor shall be responsible for any expenses that are a result of work performed contrary to said codes and regulations.
- C. The System Supplier shall coordinate with the Contractor the installation, the location of process equipment, and connections of process equipment to related equipment panels, subject to the Engineer's approval. The equipment being furnished with electrical controls or instrumentation must be submitted to the System Supplier for approval and coordination with all other control and

instrumentation on this project. This engineer will not approve any equipment submittal until this coordination has been accomplished.

3.04 SPARE PARTS

- A. Provide the following spare parts packaged for long-term storage and delivered to the owner.

<u>QTY.</u>	<u>MODEL NO.</u>	<u>DESCRIPTION</u>
1	SC	Simplex Motor Controller
1	MM	Motor Monitor with analog output
1	LF	Analog Signal Line Filter
1	DC	Duplex Motor Controller

- B. The System Supplier shall maintain an inventory at his facility of at least one (1) part of each type furnished on this project. These parts shall be available for delivery to the owner in a maximum of twenty-four (24) hours.

3.05 DELIVERY AND HANDLING

After delivery to the jobsite, the Contractor shall store the control panel off of the ground in a dry location until such time as it is mounted and supplied with electrical service. The contractor shall also insure that the pump power and control cords, as well as control floats, are protected from submergence until they are properly installed and sealed.

3.06 CONTROL PANEL STAND (when required)

Each control panel stand shall be fabricated per the detail indicated in the plans. Control panel stand legs shall be cemented into the ground a minimum of three feet (3') deep. The control panel shall be bolted at all four corners to the control panel stand with stainless steel hardware. Control panels shall be accurately leveled following manufacturer's instructions. When installed, the bottom of the control panel shall be approximately four feet (4') above finished grade elevation.

PART 4 – MOTOR CONTROL CENTER SPECIFICATIONS

- 4.01 Multi Unit Motor Control Center where and as shown on the drawings and as herein specified.
- 4.02 Acceptable Manufacturers shall be Control Systems, Inc., Jackson, MS, Allen Bradley, or Square D Company.
- 4.03 Control Center shall be of the NEMA enclosure type and NEMA wiring type as listed below:

- A. Enclosure Type

NEMA 12 Polyurethane gasketed freestanding enclosure

B. NEMA Wiring Type

Class II, Type B-All necessary wiring between modules shall be furnished. All wires, both power and control, shall be wired to pull-apart terminal blocks within the module for easy module removal. The terminal block shall be angled to aid installation of external wiring. All power and control wires shall be marked at both ends using self-adhering wire markers. No two wires having different functions within the motor control center shall have the same markings. Furnish a drawing for each module showing its individual power and control wire numbers and terminals. Also furnish a motor control center physical power and control terminals layout showing each individual modules terminal numbers.

- 4.04 Control center shall consist of formed galvanized steel vertical sections bolted together to form a rigid freestanding assembly. Each control unit shall be simulated with galvanized steel barriers and shall have black Bakelite nameplate engraved with white letters indicating name of load served, circuit number, and equipment identification number. Each section shall be 90 inches high, 20 or 30 inches wide, and a minimum of 20 inches deep. Each specified section shall have a 4-inch vertical wiring gutter. Two sections sharing the same vertical wiring gutter will not be acceptable. There shall be a maximum of six (6) modules in the front and five (5) in the rear of any one vertical section. Only one combination starter shall be installed in each module. In addition, top and rear plates must be screw removable. Riveted plates will not be allowed.
- 4.05 All bus bars shall be electrical grade copper completely tin-plated and braced to withstand 35,000 Amperes RMS symmetrical minimum. Vertical bus bars shall be rated 300 Amperes minimum. Main horizontal bus bars shall be rated 600 Amperes minimum, with 50°C rise. Provide a grounded steel plate barrier to isolate the vertical bus. Vertical bus risers must end twelve (12) inches above floor level to allow ample conduit space and bending room for cables. Provide removable metal barriers over horizontal power bus. High quality non-tracking insulators shall support bus bars. Provide horizontal copper ground bus the entire length of the motor control center. Ground bus shall be rated for 300 Amperes minimum
- 4.06 Each starter unit shall be combination type, with molded case magnetic only motor circuit protector circuit breakers quickmake/quickbreak, and starters of sizes and types indicated on the drawings. Overload relay thermal units shall be properly sized to actual motor nameplates amperes and each starter shall have three (3) overload elements and be ambient compensated with alarm contact.
- 4.07 All starter coils shall be 120 volts supplied from individual control transformers in the motor control center starters. Starters shall have extra normal open and normal closed interlocks as required for controls.

4.08 The Motor Control Center manufacturer shall furnish eight copies of approval drawings in a Bound Booklet Form 8.5" x 11". No sheet shall be larger than 8.5" x 11". Folded larger sheets will not be acceptable. The drawings shall contain a table of contents consisting of the following information:

A. Motor Control Center information sheet with following information.

1. Starter nameplate identification and unit location within motor control center.
2. Type of magnetic starter and NEMA size rating.
3. Horsepower, service factor, RPM and full load amperes of motor.
4. Frame size, interrupting capacity, rating and trip amperes of all circuit breakers.

B. Motor Control Center layout and specifications sheet with following information.

1. Complete physical layout of motor control center.
2. General specifications covering enclosure NEMA type, supply voltage, incoming cable size, main breaker information, bussing size, material, bracing and plating, ground bus information, neutral bus information if required, NEMA class and type wiring, type of combination starter, terminal block information if required.

C. Complete power and control diagrams on each individual unit. All power and control wires shall be marked at both ends using self-adhering wire markers. No two wires having different functions within the motor control center shall have the same wire markings. Standard unit drawings having same wire numbers will not be accepted.

D. Overall one line power diagram of the complete motor control center including following information.

1. Entrance cable size.
2. Main breaker location and size.
3. Metering section one line diagram, if required.
4. Main bus size and type.

5. Each individual unit's information including circuit breaker trip size, starter size and type, distribution transformer complete information, and distribution panel complete information.
 6. Remote feeder items information, horsepower, name identification panels, plus proper cable sizes to feed remote devices.
- E. Power terminal layout sheet with following information.
1. Complete overall motor control center physical layout showing each individual unit and that unit's individual power terminals and wire numbers.
 2. Complete power wiring inter-unit connection information.
- F. Control terminal layout sheet with following information.
1. Complete overall motor control center physical layout showing each individual unit and that unit's individual control terminals and wire numbers.
 2. Complete control wiring inter-unit connection information.
- G. Complete motor control center instruction and installation manual.
- H. All approval drawings shall be prepared per Joint Industrial Conference (J.I.C.) standards for engineers review **prior to any fabrication** of control equipment. The motor control center shall have an Underwriters Laboratories, Inc. label, and proof of label availability shall be submitted with above drawings.
- I. The motor control center manufacturer shall provide a written warranty with approval drawings covering all motor control center material and parts furnished for a period ending one (1) year after final acceptance of the project. This warranty shall cover all material replacement, all labor, and all travel expenses.

4.09 BOOSTER STATION MOTOR CONTROL CENTER MISCELANEOUS CONTROLS

- A. The motor control center shall be designed for 277/480 Volts, three phase, four-wire power.
- B. **NORMAL MAIN BREAKER:** Provide a 400 amp, 3 pole Main Breaker, as shown on the drawing.
- C. **AUTOMATIC TRANSFER SWITCH:** Provide a 400 amp, 3 pole Automatic Transfer Switch (ATS), per Component Specifications and as shown on drawings, for emergency generator equipment. The automatic transfer switch shall be a part

of the motor control center line up. Generator equipment shall come complete with a properly sized emergency main breaker.

- D. **SERVICE ENTRANCE SURGE PROTECTION DEVICE:** Provide a service entrance rated Type 2, AC power distribution Surge Protection Device (SPD-1), per Component Specifications, designed to protect all types of loads fed from the distribution panels, branch panels and/or individual equipment panels. Units shall be UL listed and shall bear a UL label. Surge Protection Device shall be rated for 100kA per phase and 50kA per mode. Unit shall come complete with a 20 amp, 480 volt circuit breaker for disconnect means.
- E. **PHASE MONITOR:** Provide a service entrance Power Monitor (PM), per Component Specifications. During power monitor failure detection, no three phase motors shall be allowed to operate.
- F. **SYSTEM SUCTION PRESSURE INDICATOR:** Provide a System Suction Pressure Indicator (PI-PR), per Component Specifications, to display the System Suction Pressure. The pressure indicator shall receive an analog signal from the Suction Pressure Transmitter (PT), as described below in Section 5.01.
- G. **ANALOG SIGNAL LINE FILTER:** Provide an analog signal Line Filter (LF-PT), per Component Specifications, for the system suction pressure transmitter. Line filter shall protect associated equipment from transient voltage surges and induced voltages.
- H. **BOOSTER PUMPS NO.1 AND NO.2:** Provide a 200 amp, 3 pole combination circuit breaker and Solid State Starter (SSS-1 and SSS-2), as shown on the drawing, and per Component Specifications, for each booster pump. The Solid State Starter shall come complete with a shorting contactor and overload protection. The reduced voltage soft start starter shall be Allen Bradley model SMC, Siemens model SIKOSTART, or approved equal. In addition, provide the following equipment and controls:
 - 1. The booster pumps shall be controlled by a Duplex Pump Controller (DC1-2), per Component Specifications and as shown on the drawing. In the automatic mode, the duplex controller shall receive start and stop commands from the Elevated Tank Level Meter/Controller (LMC1-2), as described below. Also, the booster pumps shall be able to receive a run command from the SCADA system master computer and existing CTU via the remote telemetry unit (RTU), as described below. The booster pumps shall stop when the elevated tank is full or if system suction pressure is lost.
 - 2. Provide necessary controls (PVC-1 and PVC-2) to activate each booster pumps pressure reducing valve when a booster pump is called for.

Pressure reducing valve shall open after a booster pump is running and shall close prior to the booster pump stopping.

3. Provide a Motor Monitor (MM-1 and MM-2) complete with properly sized Current Transformer, both per Component Specifications, for each booster pump. The Motor Monitor shall provide a positive run signal, monitor motor running current, and indicate motor running time and motor full load running amperes. In addition, motor monitor shall come complete with high or low amperes set points for the booster pump. The booster pumps motor current shall be transferred to the existing CTU and displayed on the SCADA system computer.

- I. STATUS INDICATOR MODULES: Provide Universal Modules (UM-1, UM-2, and UM-3), per Component Specifications, with the following controls/indicators.

UM-1 – SYSTEM STATUS

1. System Low Suction Pressure Lockout
2. System Suction Pressure Transmitter Failure
3. RTU Communication Failure

UM-2 – BOOSTER PUMP NO.1

1. Power Delay On
2. Pump No.1 Valve Open
3. Pump No.1 Valve Closed

UM-3 – BOOSTER PUMP NO.2

1. Power Delay On
2. Pump No.1 Valve Open
3. Pump No.1 Valve Closed

- J. ELEVATED TANK LEVEL/METER CONTROLLER: Provide a six (6) point Elevated Tank Level/Meter Controller (LMC1-2), per Component Specifications. The controller shall receive an analog signal from the Elevated Tank Pressure/Level Transducer (ETPLT), as described below in Section 4.03. The Level Meter/Controller shall provide OFF-ON setpoint controls for the booster pumps Duplex Controller. Provide the following set points for this controller.

1. Elevated Tank Full, Booster Pump(s) Stop (Rising Level)
2. Lead Booster Pump Start (Falling Level)
3. Lag Booster Pump Start (Falling Level)
4. Elevated Tank Low Level Alarm (Falling Level)
5. Provide two (2) spare setpoints for future use

Level meter/controller shall have built in level transducer signal failure relay option with two relays, to energize when the input signal goes above 20 mA or below 4 mA. The relays can energize on both high/low conditions or one can

energize on high failure and the other on low failure. In addition, either relay may be set to 'flash' on and off during the failure condition. This failure alarm shall also energize a front panel flashing LED alarm indicator.

- K. ANALOG SIGNAL LINE FILTER: Provide an analog signal Line Filter (LF), per Component Specifications, for the elevated tank level transmitter. Line filter shall protect associated equipment from transient voltage surges and induced voltages.
- L. CHLORINE BOOSTER PUMP: Provide a 15 amp, 3 pole combination circuit breaker and magnetic motor starter as shown on the drawing, for the Chlorine Booster Pump. In addition, provide the following equipment and controls.
 - 1. Provide a Simplex Controller (SC-3), per Component Specifications. In the automatic mode and after a field adjustable time delay, the Chlorine Booster Pump shall operate when either booster pump operates.
 - 2. Provide a Motor Monitor (MM-3) complete with Current Transformer, both per Component Specifications. The motor monitor shall provide a positive run signal, monitor proper motor running conditions, indicate motor running time, and motor full load running amperes. In addition, motor monitor shall come complete with high or low amperes set points for the chlorine booster pump. The chlorine booster pumps motor current shall be transferred to the existing CTU and displayed on the SCADA system computer.
 - 3. If required, provide necessary controls to activate a chlorine solenoid when the booster pump runs.
- M. PUMP ROOM HEATER: Provide a 15 amp, 3 pole combination circuit breaker and magnetic motor contactor as shown on the drawing, for the Pump Room Heater. In addition, provide the following equipment and controls.
 - 1. The heater shall be controlled by a Simplex Controller (SC-HTR), per Component Specifications.
 - 2. By placing the Controller in the "Manual" mode, the heater shall operate.
 - 3. By placing the Controller in the "Off" mode, the heater will not operate.
 - 4. By placing the Controller in the "Automatic" mode, the heater shall operate based on the pump room heater thermostat (TH).
- N. PUMP ROOM EXHAUST FAN: Provide a 15 amp, 3 pole combination circuit breaker and magnetic motor starter as shown on the drawing, for the Pump Room Exhaust Fan. In addition, provide the following equipment and controls.

1. The Fan shall be controlled by a Simplex Controller (SC-EXH), per Component Specifications.
 2. By placing the Controller in the "Manual" mode, the exhaust fan shall operate.
 3. By placing the Controller in the "Off" mode, the exhaust fan will not operate.
 4. By placing the Controller in the "Automatic" mode, the exhaust fan shall operate as follows:
 1. When the pump room Thermostat (TH) calls for cooling, the exhaust fan shall operate.
 2. When the Simplex Controllers, field set, Repeat Cycle Timer (RCT) is activated, the exhaust fan shall operate.
- O. DUPLEX RECEPTACLE: Provide a 120V, 15 amp, duplex receptacle mounted on the backplate of the controller enclosure for programming and diagnostic equipment use. Receptacle shall come complete with handy box.
- P. POWER SUPPLY: Provide a Power Supply (DPS), per component specifications. The power supply shall provide 13.5V DC for the Radio Modem Transceiver and Remote Telemetry Unit.
- Q. UNINTERRUPTIBLE POWER SUPPLY: Provide an Uninterruptible Power Supply (UPS), per Component Specifications. The unit shall be a 12V DC battery charger with 24V DC auxiliary power output option if required. In Addition, provide one (1) 12V DC 12 Ah Backup Battery (BAT) for the system in the event of a power failure.
- R. RADIO MODEM TRANSCEIVER: Provide a Radio Modem Transceiver (RMT), per Component Specifications and meeting the requirement of FCC Part 90. The RMT shall include built-in radio diagnostics capable of reporting specific unit conditions including programming, link testing, temperature, supply voltage, and Received Signal Strength Intensity (RSSI). Diagnostic data shall be capable of communication online with each transmission with no interruption in the application and with minimum overhead. All electrical connections to the RMT shall be plug-in type for ease of repair.
- S. RADIO ANTENNA: Provide a Radio Antenna (ANT), per Component Specifications. Radio Antenna shall be Omni or Yagi type unit with gain as required for signal strength. The antenna shall be connected to the radio (RMT), with RG/8U low loss coaxial cable. In addition, a coaxial type Antenna Protector

(AP), also per component specifications, shall be provided for connection of coaxial cable to the control panel enclosure.

- T. REMOTE TELEMETRY UNIT: Provide a Remote Telemetry Unit (RTU), per Component Specifications. Remote Telemetry Unit shall include all auxiliary modules required to transmit the following I/O signals to the City of Hattiesburg SCADA system CTU and master computer.

Analog Inputs:

1. System Suction Pressure
2. Booster Pump No.1 Motor Current
3. Booster Pump No.2 Motor Current
4. Chlorine Booster Pump Motor Current
5. Elevated Tank Level

Digital Inputs:

1. Power Fail
2. Low Battery
3. Operating on Emergency Power
4. System Low Suction Pressure Alarm
5. Booster Pump No.1 Running
6. Booster Pump No.1 Failed
7. Booster Pump No.1 Selector Switch in Auto Position
8. Booster Pump No.1 Valve Failed
9. Booster Pump No.2 Running
10. Booster Pump No.2 Failed
11. Booster Pump No.2 Selector Switch in Auto Position
12. Booster Pump No.2 Valve Failed
13. Chlorine Booster Pump Running
14. Chlorine Booster Pump Failed
15. Chlorine Booster Pump Selector Switch in Auto Position

Digital Outputs:

1. Booster Pump No.1 Run Command
2. Booster Pump No.2 Run Command
3. System Suction Pressure Transmitter Failed
4. RTU Communication Failed

- U. DISTRIBUTION TRANSFORMER FEEDER BREAKER: Provide a 40 amp, 2 pole, 480 volt circuit breaker for transformer primary side protection.

- V. DISTRIBUTION TRANSFORMER: Provide a 15KVA distribution transformer for single-phase loads. The transformer shall have 480-volt single-phase primary and 120/240 volt single-phase secondary. Transformer shall be dry type with 115-degree temperature rise.

- W. DISTRIBUTION PANEL: Provide an eighteen (18) circuit Distribution Panel equal to Square D Company type NQ with 60 amp, 2-pole main breaker, and number of branch breakers as shown on drawing Distribution Panel Schedule.
- X. CONTROL POWER SURGE PROTECTOR: Provide a single phase, in-line (series) 120 volt, single-phase, 20A continuous power Surge Protection Device (SPD-2), per Component Specifications, designed to protect all of the loads fed from the control power circuit.
- Y. COMMON ALARM LIGHT: Provide a weatherproof exterior Alarm Light (AL), per Component Specifications, with red Lexan lens and mounted on the side of building where shown on plans or as directed by the project engineer. The alarm light shall burn dim and steady during normal conditions to indicate electrical power "ON" and lamp good. During any alarm condition, the alarm light shall flash brightly.

4.10 ELEVATED TANK LEVEL TRANSMITTER PANEL

- A. EQUIPMENT ENCLOSURE: The elevated tank pressure/level transmitter and associated equipment shall be housed in a NEMA 3R rated enclosure complete with hinged cover and quarter-turn padlocking latch, as shown on drawing.
- B. ELEVATED TANK LEVEL TRANSMITTER: Provide an Elevated Tank Pressure/Level Transmitter (ETPLT), per Component Specifications. The Transmitter shall sense the fluid level in the tank through a tap in the underground portion of the piping feeding the tank and provide an analog signal to the Elevated Tank Level Meter/Controller (LMC1-2), as described above in Section 4.09. Level transmitter shall display tank level in psi.
- C. VALVES: Provide ¼" ball valves with ¼" plastic tubing to isolate and bleed system pressure. Block and bleed valves, shall be housed in the enclosure.
- D. ANALOG SIGNAL LINE FILTER: Provide an analog signal Line Filter (LF-ET), per Component Specifications, for the elevated tank level transmitter. Line filter shall protect equipment from transient voltage surges and induced voltages.

PART 5 – FIELD INSTRUMENTATION

- 5.01 SUCTION PRESSURE TRANSMITTER: Provide a Suction Pressure Transmitter (PT), per Component Specifications, to monitor system suction pressure at the site. The pressure transmitter shall provide an analog suction pressure signal to the system suction pressure indicator (PI-PR) and the central telemetry unit via the remote telemetry unit, as described above in Section 4.02. The panel enclosure shall be constructed of compression molded fiberglass reinforced polyester with a machine tool grey finish and shall be rated NEMA 4X. Panel shall be provided with a system pressure valve, drain valve, lightning protection and heat trace tape for freeze protection.

- 5.02 OILPOT: Provide an Oilpot, where shown on drawing, installed in a meter box and located in close proximity to the base of the Elevated Tank. The oil pot shall be provided with inlet and outlet hand valves and shall be filled with 3 points of consumer grade mineral oil.

PART 6 – MODIFICATIONS TO THE EXISTING SCADA SYSTEM

Make necessary modifications to the existing City of Hattiesburg SCADA system central computer and associated equipment to incorporate the data and graphical screens for the new elevated tank and booster station control equipment. The system supplier shall be responsible for coordinating all work with the City of Hattiesburg and the project Engineer.

PART 7 – RTU SOFTWARE, PROGRAMMING, AND LICENSING

- 7.01 COMMUNICATIONS PROTOCOL: All CTU/RTU's shall include driver software for industry standard protocols including MODBUS and Bricknet. The Resource Management Facilities communications system shall be based upon an open, nonproprietary protocol. The protocol shall support "store and forward" as well as "peer-to-peer" communications. All protocols must be submitted with complete documentation including but not limited to all data structures and algorithms (such as CRC calculations) required to interface future equipment to the telemetry network. Documentation that the ENGINEER deems insufficient shall disqualify the protocol. The ENGINEER and OWNER reserve the right to disqualify the facilities supplier's bid based upon a disqualified protocol. **No proprietary closed communication protocols shall be accepted.**
- 7.02 PROGRAMMING LANGUAGE SOFTWARE: The CTU/RTU programming language software shall be an industry standard so that future expansion and improvements may be economically accommodated. The programming language shall be Microsoft C/C++. Programming shall provide the specific resource management functions and capabilities for the CTU/RTU modules.
- 7.03 LICENSING: LICENSING: An application must be submitted to the Federal Communications Commission (FCC) in the name of the system Owner and a license issued for the operation of VHF band radio data frequency. All application fees and processing fees for this purpose shall be the responsibility of the SCADA system supplier.
- 7.04 RADIO PATH SURVEY: Provide a radio path survey to measure radio signal strength and to properly design transceivers, antennas, masts and any other equipment necessary for data radio communication between each CTU/RTU site. SCADA system supplier shall provide radio repeaters as necessary for this purpose. The owner's existing facilities will be made available for installation of this equipment including 120V AC power if already existing. To assure reliable radio data communication, the minimum acceptable

signal strength between RMT sites necessary for communication links shall be 85dB. Provide a Radio Path Survey Report to the engineer including all measured field data, survey equipment used, site location including latitude and longitude of all sites, and recommended radio equipment and antennas necessary to achieve the required radio signal strength. This report shall be provided to the engineer for review prior to the installation of any radio equipment. Acceptance of the Radio Path Survey Report shall in no way absolve the contractor from the responsibility for provision of reliable radio communication system required.

PART 8 – COMPONENT SPECIFICATIONS

8.01 AUTOMATIC TRANSFER SWITCH: Automatic Transfer Switch shall be provided with number of poles, amperage, voltage, withstand, and close-on ratings as shown on the plans. Each automatic transfer shall consist of an inherently double throw power transfer switch mechanism and a microprocessor controller to provide automatic operation. All transfer switches and controllers shall be the products of the same manufacturer.

A. Codes and Standards: The automatic transfer switches and controls shall conform to the requirements of:

1. UL 1008 – Standard for Transfer Switch Equipment
2. NFPA 70 – National Electrical Code
3. NFPA 110 – Emergency and Standby Power Systems
4. IEEE Standard 446 – IEEE Recommended Practice for Emergency and Standby Power Systems for Commercial and Industrial Applications
5. NEMA Standard ICS10-1993 (formerly ICS2-447) – AC Automatic Transfer Switches
6. NEC Articles 700, 701, 702
7. International Standards Organization ISO 9001

B. Acceptable Manufacturers: Automatic transfer switches shall be ASCO 300 Series. Any alternate shall be submitted for approval to the consulting engineer at least ten (10) days prior to bid. Alternate bids must list any deviations from this specification.

C. PRODUCTS

1. Mechanically Held Transfer Switch
 - a. The transfer switch shall be electrically operated and mechanically held. The electrical operator shall be a single-solenoid mechanism, momentarily energized. Main operators which include over current disconnect devices shall not be acceptable. The switch shall be mechanically interlocked to ensure only two possible positions, normal or emergency.

- b. The switch shall be positively locked and unaffected by momentary outages, so that contact pressure is maintained at a constant value and contact temperature rise is minimized for maximum reliability and operating life.
- c. All main contacts shall be silver composition. Switches rated 600 amperes and above shall have segmented blow-on construction for high withstand current capability and be protected by separate arcing contacts.
- d. Inspection of all contacts shall be possible from the front of the switch without disassembly of operating linkages and without disconnection of power conductors. A manual operating handle shall be provided for maintenance purposes. The handle shall permit the operator to manually stop the contacts at any point throughout their entire travel to inspect and service the contacts when required.
- e. Designs utilizing components of molded-case circuit breakers, contactors, or parts thereof, which are not intended for continuous duty, repetitive switching or transfer between two active power sources, are not acceptable.
- f. Where neutral conductors must be switched, the ATS shall be provided with fully rated neutral transfer contacts.
- g. Where neutral conductors are to be solidly connected as shown on the plans, a neutral conductor plate with fully rated AL-CU pressure connectors shall be provided.

2. Microprocessor Controller

- a. The controller shall direct the operation of the transfer switch. The controller's sensing and logic shall be controlled by a built-in microprocessor for maximum reliability, minimum maintenance, and inherent serial communications capability. The controller shall be connected to the transfer switch by an interconnecting wiring harness. The harness shall include a keyed disconnect plug to enable the controller to be disconnected from the transfer switch for routine maintenance.
- b. The controller shall be enclosed with a protective cover and be mounted separate from the transfer switch unit for safety and ease of maintenance. Sensing and control logic shall be provided on printed circuit boards. Interfacing relays shall be industrial grade plug-in type with dust covers.

- c. The controller shall meet or exceed the requirements for Electromagnetic Compatibility (EMC) as follows:
 - 1. ANSI C37.90A/IEEE 472 Voltage Surge Test
 - 2. NEMA ICS – 109.21 Impulse Withstand Test
 - 3. IEC801-2 Electrostatic discharge (ESD) immunity
 - 4. ENV50140 and IEC 801 – 3 Radiated electromagnetic field immunity
 - 5. IEC 801 – 4 Electrical fast transient (EFT) immunity
 - 6. ENV50142 Surge transient immunity
 - 7. ENV50141: Conducted radio-frequency field immunity
 - 8. EN55011: Group 1, Class A conducted and radiated emissions
 - 9. EN61000 – 4-11 Voltage dips and interruptions immunity

D. OPERATION

1. Voltage and Frequency Sensing

- a. The voltage of each phase of the normal source shall be monitored, with pickup adjustable to 95% of nominal and dropout adjustable from 70% to 90% of pickup setting.
- b. Single-phase voltage and frequency sensing of the emergency source shall be provided.

2. Time Delays

- a. An adjustable time delay shall be provided to override momentary normal source outages and delay all transfer and engine starting signals.
- b. An adjustable time delay shall be provided on transfer to emergency, adjustable from 0 to 5 minutes for controlled timing of transfer of loads to emergency.
- c. A generator stabilization time delay shall be provided after transfer to emergency.
- d. An adjustable time delay shall be provided on retransfer to normal, adjustable to thirty (30) minutes. Time delay shall be automatically bypassed if emergency source fails and normal source is acceptable.
- e. A five (5) minute cool down time delay shall be provided on

shutdown of engine generator.

- f. All adjustable time delays shall be field adjustable without the use of special tools.

3. Additional Features

- a. A set of contacts rated 5 amps, 32 VDC shall be provided for a low-voltage engine start signal. The start signal shall prevent dry cranking of the engine by requiring the generator set to reach proper output, and run for the duration of the cool down setting, regardless of whether the normal source restores before the load is transferred.
- b. A push-button type test switch shall be provided to simulate a normal source failure.
- c. A push-button type switch to bypass the time delay on transfer to emergency, the engine exerciser period on the retransfer to normal time delay whichever delay is active at the time the push-button is activated.
- d. Terminals shall be provided for a remote contact which opens to signal the ATS to transfer to emergency and for remote contacts which open to inhibit transfer to emergency and/or retransfer to normal.
- e. Auxiliary contacts, rated 10 amps, 250 VAC shall be provided consisting of one contact, closed when the ATS is connected to the normal source and one contact closed, when the ATS is connected to the emergency source.
- f. Indicating lights shall be provided; one to indicate when the ATS is connected to the normal source (green) and one to indicate when the ATS is connected to the emergency source (red). Also, provide indicating lights for both normal and emergency source availability.
- g. Terminals shall be provided to indicate actual availability of the normal and emergency sources, as determined by the voltage sensing pickup and dropout settings for each source.
- h. Engine Exerciser: An engine generator exercising timer shall be provided, including a selector switch to select exercise with or without load transfer.

- i. Inphase Monitor: An Inphase monitor shall be inherently built into the controls. The monitor shall control transfer so that motor load inrush currents do not exceed normal starting currents, and shall not require external control of power sources. The inphase monitor shall be specifically designed for and be the product of the ATS manufacturer.
- j. Selective Load Disconnect: A double throw contact shall be provided to operate after a time delay, adjustable to 20 seconds prior to transfer and reset 0 to 20 seconds after transfer. The contact can be used to selectively disconnect specified load(s) when the transfer switch is transferred. Output contacts shall be rated 6 amps at 28 VDC or 120 VAC.

E. ADDITIONAL REQUIREMENTS

1. Withstand and Closing Ratings (WCR): The ATS shall be rated to close on and withstand the available RMS symmetrical short circuit current at the ATS terminals with the type of over current protection shown on the plans. WCR ATS ratings shall be as shown below in Table 1 when used with specific circuit breakers:

Table 1: WCR ATS ratings

<u>ATS Size</u>	<u>Withstand & Closing Rating MCCB</u>	<u>W/CLF</u>
30	22,000A	100,000
70 – 200	22,000A	200,000
230	22,000A	100,000
260 – 400	42,000A	200,000
600 – 1200	65,000A	200,000
1600 – 2000	85,000A	200,000
2600 – 3000	100,000A	200,000

2. Tests and Certification

- a. The complete ATS shall be factory tested to ensure proper operation of the individual components and correct overall sequence of operation and to ensure that the operating transfer time, voltage, frequency and time delay settings are in compliance with the specification requirements.
- b. Upon request, the manufacturer shall provide a notarized letter certifying compliance with all of the requirements of this specification including compliance with the above codes and standards, and withstand and closing ratings. The certification shall identify, by serial number(s), the equipment involved. No

exceptions to the specifications, other than those stipulated at the time of the submittal, shall be included in the certification.

- c. The ATS manufacturer shall be certified to ISO 9001: 2000 International Quality Standard and the manufacturer shall have third party certification verifying quality assurance in design/development, production, installation, and servicing in accordance with ISO 9001: 2000.

3. Service Representation

- a. ATS manufacturer shall maintain a national service organization of company-employed personnel located throughout the contiguous United States. The service center's personnel must be factory trained and must be on call twenty-four (24) hours a day, 365 days a year.
- b. The manufacturer shall maintain records of each switch, by serial number, for a minimum of twenty (20) years.
- c. For ease of maintenance, the transfer switch nameplate shall include drawing numbers and serviceable part numbers.

TAG
ATS

SERVICE
Normal and Emergency Power Transfer Switch

8.02 SERVICE ENTRANCE SURGE PROTECTION DEVICE (SPD): The SPD shall be mounted in the control panel / motor control center section adjacent to the Main Breaker. The TVSS is connected to the main bus in the panel with conductors of size and of no greater length than indicated in the Surge Protection Device manufacturer's installation instructions. SPD shall be a Type 2 device ideal for distribution panels, branch panels and critical loads.

- A. SPD shall provide transient voltage surge suppression and electrical high frequency noise filtering. Unit is designed for parallel connection to the main bus. SPD unit uses selenium cells and metal oxide varistors to achieve its performance. Products using gas tubes, spark gaps, silicon avalanche diodes or other components, which under failed conditions would cause system failure, are not acceptable.
- B. Manufacturer qualifications: The product of a manufacturer engaged in the commercial design and manufacture of the type of product described herein for a minimum five (5) years.
- C. Standards: Product complies with the requirements of the following:

1. cUL
 2. CE Compliant
 3. UL 1449 3rd Edition
 4. UL 1283 Listed
 5. NEMA LS1 Compliance
- D. Operating Voltage: 277/480 volts, 3-phase, 4-wire + ground
- E. Maximum Continuous Operating Voltage (MCOV): greater than 115 percent of nominal voltage for all products. All suppression filter systems comply with NEMA LS 1.
- F. Frequency: Operating frequency range of 47 – 64 Hertz.
- G. Protection Modes: all phases – phase to ground; all phases – phase to neutral; all phases – phase to phase; and neutral to ground.
- H. Rated Single Pulse Surge Current Capacity: at rated voltage, no less than:
- 100,000 A Line to Line
 - 50,000 A Line to Neutral
 - 50,000 A Line to Ground
 - 50,000 A Neutral to Ground
- I. Tested Single Pulse Surge Current Capacity: Filter system is designed to withstand a single pulse surge current up to 150 percent of the design rating and tested at an independent test laboratory. In the absence of testing facilities capable of such testing, testing of individual components or sub-assemblies within a mode is accepted by ANSI C62.41-1991; the testing includes a Category C1 surge test followed by a second Category C1 test. The test results demonstrate the unit does not degrade by more than 10 percent from the initial test.
- J. Clamping Voltage: Suppression filter system clamping voltages are in compliance NEMA LS1-1992.
- K. High Frequency Filter: EMI-RFI noise rejection or attenuation values comply with test and evaluation procedures of NEMA LS1-1992.
- L. Overcurrent Protection: Unit includes coordinated UL 489 or UL 198 listed or recognized overcurrent protection devices.
- M. Documentation: Provide product data including equipment manual, electrical and mechanical drawings indicated dimensions weights, mounting provisions, connection details and layout diagram, certified tests of UL1449 Listing/Clamp Voltages and NEMA LS1 compliance, certified single pulse surge current capacity testing, and minimum repetitive surge current capacity testing.

- N. Status Indicators: Unit has long-life, solid state, externally visible status indicators that monitor the on-line status of each phase of the unit.
- O. Warranty: 25-years Unlimited Free Replacement for service entrance Surge Protection Device.
- P. TVSS system shall be equal to Joslyn TK-TT100-3Y480 for service entrance.

TAG
SPD-1

SERVICE
Service Entrance Surge Protection Device

8.03 PHASE FAILURE/UNBALANCE/UNDER VOLTAGE/REVERSAL RELAY: Phase monitor shall be designed to protect 3-phase motors regardless of size and for use with 200 – 240 or 425 – 485 VAC, 50 to 60 Hz motors to prevent damage. The unit shall constantly monitor the three phase voltages to detect harmful power line conditions, caused by single phasing, low voltage, phase reversal and voltage unbalance. When a harmful condition is detected, an output relay is deactivated after a trip delay. The output relay shall reactivate after power line conditions return to an acceptable level for the specified Restart Delay. The trip delay shall prevent nuisance tripping due to rapidly fluctuating power line conditions. Phase monitor shall have the following features and functions.

- A. Under Voltage:
Trip: -15% of setting for 230V (-10% for 480V)
Reset: -12% of setting for 230V (-8% for 480V)
- B. Over Voltage:
Trip: -15% of setting for 230V (-10% for 480V)
Reset: -12% of setting for 230V (-8% for 480V)
- C. Phase Unbalance:
Trip: 7% with 5 second trip delay
15% with 1 second trip delay
Reset: 6%
- D. Trip Delay:
5 seconds (delay is reduced to 1 second if Phase Unbalance is 15% or greater)
- E. Reset Delay:
2 seconds standard (5-60 seconds optional)
- F. Voltage Range: 200V to 240V or 425V to 525V
- G. Output Rating: 10A resistive @ 240VAC
6A resistive @ 240VAC
- H. Operating Temp: -40°C to +50°C, -38°F to +122°F
- I. Storage Temp: -45°C to +85°C, -47°F to +185°F
- J. Enclosure: Lexan, surface mount
- K. UL and cUL listed

TAG
PM

SERVICE
Electrical System Power Monitor

8.04 DUAL POINT METER CONTROLLER: Provide an electronic solid state proportional Meter/Controller that will accept a four (4) to twenty (20) mA signal, condition the signal to provide a valid basis for control and then perform On/Off or Open/Close discrete dry type set point contact conditions based on the input value of the analog input signal. The Meter/Controller shall have the following features.

- A. Provided with a 3.5 digit liquid crystal display (LCD) readout.
- B. Provide two (2) separate set points each with discrete, isolated sealed SPDT relay output contacts.
- C. Each set point shall be provided with a field adjustable "On" and "Off" time delay, adjustable from zero (0) to fifteen (15) seconds.
- D. The actual setting of each set point shall be able to be displayed on the digital readout at any time.
- E. The setting of each set point shall be adjustable throughout the entire signal range from the front of the meter/controller.
- F. Both of the setpoint light emitting diode (LED) indicators and output relays shall be configurable so that they energize on either rising or falling input signal levels.
- G. LED indicators shall be provided for each setpoint, which operate in the following manner: When configured for rising input, the LED indicator shall be off when the signal is below the setpoint. When the setpoint is timing on or off, the indicator color shall be amber. After the timing period is over and the analog input is above the setpoint, the indicator shall be either green or red, depending on the application. When configured for falling input, the LED indicator shall be off when the signal is above the setpoint. When the setpoint is timing on or off, the indicator shall be amber. After the timing period is over and the analog input is below the setpoint, the indicator shall be either green or red, depending on the application.

TAG
PI-PR

SERVICE
System Suction Pressure Indicator

SCALE
0-100 psi

8.05 SOLID STATE STARTER: Provide a solid-state starter, including the following features for each pump.

- A. GENERAL

This specification describes the requirements for a solid-state motor controller to provide voltage ramp soft starting of a standard AC induction motor. These controllers shall provide a superior alternative to other types of reduced voltage starting such as autotransformer, wye-delta, primary resistor, and part winding. Provide smooth stepless acceleration, reduced inrush current, smaller physical size, and higher duty cycle capability.

B. QUALIFICATIONS

1. Manufacturer

The manufacturer shall have a minimum of fifteen (15) years experience in the manufacturer of solid state reduced voltage controllers.

2. Support

- a. The manufacturer shall maintain factory trained and authorized service facilities within one-hundred (100) miles of the project and shall have a demonstrated record of service for at least the previous ten (10) years.
- b. Support personnel are to be direct employees of the manufacturer.

3. Certification

- a. To insure all quality and corrective action procedures are documented and implemented all manufacturing locations shall be certified to the ISO-9001 Series of Quality Standards.
- b. Third party manufacturers and brand labeling shall not be allowed.

C. REFERENCES

1. The controller shall be designed to meet the applicable requirements of:

- a. EN
- b. IEC
- c. cULus
- d. NEMA
- e. IEEE
- f. VDE

2. These standards shall include:

- a. Creep distances and clearances 600V (UL/CSA) and 500V (IEC)
- b. Power terminal markings per EN 50005 and EN 60947
- c. Dielectric withstand per UL508 and IEC947
- d. Noise and radio frequency (RF) immunity per NEMA ICSA1-109

- e. Surge withstand per IEEE587 and IEC 801-5

D. WARRANTY

1. The manufacturer shall provide their standard parts warranty for eighteen (18) months from the date of shipment or twelve (12) months from the date of being energized, whichever occurs first.
2. This warranty applies only to stand alone solid state reduced voltage controllers.

E. RATINGS

1. The solid state reduced voltage controller shall accept an input voltage of 480 VAC, three-phase plus or minus ten percent (+/-10%).
2. Environmental Ratings
 - a. Storage ambient temperature range: -20 to 75 degrees C.
 - b. Operating ambient temperature range: 0 to 50 degrees C.
 - c. The relative humidity range: 5% to 95% non-condensing.
 - d. Operating elevation: up to 2000 Meters.
3. Definitions
 - a. The Solid State Reduced Voltage Controller Unit shall refer to the actual controller unit that will be mounted within the specified enclosure.
 - b. The Solid State Reduced Voltage Controller System shall refer to the controller unit and all items specified under Controller System Options.

F. SOLID STATE REDUCED VOLTAGE CONTROLLER UNIT DESIGN

1. The open-type controller device shall be modular, consisting of a power structure and a logic component.
2. Power Structure
 - a. The power structure shall include an SCR bypass.
 - b. The power structure shall include a built-in overload.
 - c. For ratings 1 Amps to 1250 Amps, the power structure shall consist of three power poles with integral heatsinks.
 - d. Power poles are to be modular in design that each is easily replaceable.
 - e. Back-to-back SCR pairs shall be the only power switching

semiconductor means acceptable. Diode-SCR (Silicon Controlled Rectifier) combinations shall not be acceptable.

f. SCRs shall have the following minimum repetitive peak inverse voltage ratings.

- i. 1400V for units rated 200 to 480V
- ii. 1600V for units rated 200 to 600V
- iii. 1800V for units rated 230 to 690V

3. Logic Component

a. The logic component shall be a self-contained control module, compatible with the full range of power structures. The control module shall mount directly to the power structure.

b. The control module shall provide digital microprocessor control and supervision of all controller operation, including pulse firing of the SCRs.

c. The control module shall consist of the following:

- i. Self-tuning power supply accepting control power input from 100 to 240 VAC or 24V AC/DC, 50/60 Hz.
- ii. Logic control circuitry incorporating a latch circuit for three-wire control.
- iii. SCR firing circuitry that incorporates an RC snubber network to prevent false firing.
- iv. Input / output circuitry
- v. Digital programming keypad.
- vi. Backlit LCD display.
- vii. DPI communication port.

d. The control module shall be easily removed from the power structure, without the need to disassemble associated printed circuit board assemblies.

e. The control terminals shall be easily accessible and located on the front top of the device. The terminals shall be UL rated for 300 Volts, 10 Amps maximum and accept a maximum of two wires rated number 18 to number 14 AWG.

G. CONTROLLER UNIT FEATURES

1. Starting Modes: The controller shall provide the following starting modes as standard.

- a. Soft Start with Selectable Kickstart
 - i. Programmable initial torque value of 0 to 90 percent of locked rotor torque.
 - ii. Programmable acceleration ramp time from 0 to 30 seconds.
 - iii. A selectable kickstart, or boost, shall be provided at the beginning of the voltage ramp. The kickstart shall provide a current pulse of 550 percent of the full load current. The kickstart time shall be adjustable from 0 to 2 seconds.
- b. Current Limit Start
 - i. Provides means of limiting the maximum starting current.
 - ii. Programmable for 50 to 600 percent of full load current.
- c. Full Voltage Start
 - i. Provides across the line starting.
 - ii. Ramp time shall be less than 0.25 seconds.
- d. Dual Ramp Start
 - i. Provides two separate soft start profiles with separately adjustable ramp times and initial torque settings.
 - ii. Programmable acceleration times from 0 to 30 seconds.
 - iii. Programmable initial torque values from 0 to 90 percent of locked rotor torque.
- e. Soft Stop
 - i. The Soft Stop option shall provide a voltage ramp-down for an extended motor stopping time.
 - ii. Soft Stop shall be initiated by a Stop input. A coast-to-rest stop shall still be possible with a separate stop input.
 - iii. Programmable voltage ramp down time from 0 to 60 seconds.
 - iv. The load shall stop when the motor voltage drops to a point where the load torque is greater than the motor torque.
- f. Preset Slow Speed
 - i. Provides a slow speed for applications requiring a slow speed
 - ii. The Preset Slow Speed option shall provide two jog speeds in the forward direction: high (15 percent of base speed)

- and low (7 percent of base speed).
 - iii. The Preset Slow Speed option shall provide two jog speeds in the reverse direction: high (20 percent of base speed) and low (10 percent of base speed). Reverse operation of the motor shall be available in the jog mode without the use of a reversing contactor.
 - iv. The starting current for the slow speed operation shall be user adjustable from 0 to 450 percent of the motor's full load current rating.
 - v. The running current for the slow speed operation shall be user adjustable from 0 to 450 percent of the motor's full load current rating.
- 2. The controller shall provide options for the following mutually exclusive starting and stopping modes. Refer to the system specifications for the option (if any) required.
 - a. Pump Control
 - i. The Pump Control option shall be implemented to provide closed loop control of a motor to match the specific torque requirements of centrifugal pumps for both starting and stopping. This shall aid in eliminating the phenomena commonly referred to as "water hammer." Methods utilizing Soft Start with Soft Stop shall not be acceptable.
 - ii. Closed loop control shall be achieved without using external sensors or feedback devices.
 - iii. Pump Stop shall be initiated by a dedicated Pump Stop input. A coast-to-rest stop shall still be possible with a separate stop input.
 - iv. Programmable starting time from 0 to 30 seconds.
 - v. Programmable stopping time from 0 to 120 seconds.
- 3. LCD Display
 - a. An alphanumeric, backlit LCD display shall be provided for controller set-up, diagnostics, status and monitoring. The display shall be four-line, 16 characters minimum.
 - b. Digital parameter adjustment shall be provided through a keypad. Analog potentiometer adjustments are not acceptable.
- 4. Overload Protection
 - a. Shall meet applicable standards as a motor thermal protective device.

- b. Shall utilize three-phase current sensing. The use of two current transformers shall be unacceptable.
- c. Selectable trip classes of 10, 15, 20 and 30 shall be provided as standard.
- d. Electronic thermal memory shall provide enhanced motor protection.

5. Digital I/O

- a. A minimum of four (4) auxiliary contacts shall be provided for customer use.
- b. The contacts shall be rated for 240 Volts AC maximum.
- c. Contact configuration shall be programmable and contain the following configurations:
 - i. Normal Operation (N.O. or N.C.)
 - ii. Up-to-Speed Indication (N.O. or N.C.)
 - iii. External Bypass
 - iv. Fault Indication (N.O. or N.C.)
 - v. Alarm Indication (N.O. or N.C.)
 - vi. Network Controlled Output (N.O. or N.C.)

6. DPI Serial Communication Port

- a. A DPI serial communication port shall be provided as standard.
- b. Optional communication protocol interface modules shall be available for connection to Ethernet, Remote I/O, DH485, ControlNet, DeviceNet and RS232/422/485.

7. Monitoring

- a. The controller shall provide the following monitoring functions indicated through the LCD display.
 - i. Three-phase current
 - ii. Three-phase voltage
 - iii. Power in kW
 - iv. Power usage in kWh or mWh
 - v. Power factor
 - vi. Motor thermal capacity usage
 - vii. Elapsed time

8. Protection and Diagnostics

- a. The following protection shall be provided as standard with the controller.

- i. Pre-start line fault advising of shorted SCR or missing load connection with phase indication.
 - ii. Running line fault advising power loss, shorted SCR or missing load connection.
 - iii. Over temperature
 - iv. Open Gate with phase indication
- b. The following programmable protection shall be provided as standard with the controller.
 - i. Underload
 - ii. Undervoltage
 - iii. Overload
 - iv. Overvoltage
 - v. Voltage Unbalance
 - vi. Excessive Starts Per Hour
 - vii. Phase Reversal
 - viii. Stall
 - ix. Jam
- c. When fault conditions are detected, the controller shall inhibit starting or shut down SCR pulse firing.
- d. Fault diagnostics shall be indicated in descriptive text on the LCD display. The exclusive use of fault codes is unacceptable.
- e. An auxiliary contact that is programmable for fault indication shall be provided for customer use.

TAG

SSS-1

SSS-2

SERVICE

Booster Pump No.1 Solid State Starter

Booster Pump No.2 Solid State Starter

8.06 DUPLEX PUMP CONTROLLER: Provide a duplex controller to control two pumps that includes the following control functions.

A. OPERATORS AND INDICATORS (for each pump)

- 1. Manual-Off-Automatic selector switch
- 2. Green "Pump Running" pilot light
- 3. Red "Pump Failure" pilot light
- 4. Red "Pump Seal Failure" pilot light (If Required)

B. A Pump NO. 1 LEAD – ALTERNATE – Pump NO. 2 LEAD sequence selector switch to select either pump as lead pump or to select that the motors alternate as lead pump on each call for cycle.

- C. Signal inputs for: stop, lead pump start, lag pump start and a high level alarm. The sensors shall be optically isolated and operate on 12VDC with a maximum current of 12mA for intrinsic safety.
- D. Pilot light indicators for each level control input, which includes Start and Stop levels and Running inputs for each pump along with a high-level alarm.
- E. A field adjustable failure time delay for each pump, in the range of five (5) seconds to six and a half (6½) minutes, to start the lag pump at the lead pump start point if the lead pump fails or if the lead pump selector switch is placed in the off position. If a pump fails, the remaining functional pump shall remain the lead pump on future cycles. The failed pump shall only be called to operate at the lag pump operating point. Normal pump alternation shall resume when failure condition is corrected and pump has been reset.
- F. Soft stop feature to require the motors to stop three (3) seconds apart during the condition that both motors are running when signaled to stop. Soft start feature to require the motors to start three (3) seconds apart during conditions that the lead and lag motors are called for simultaneously.
- G. Individual field adjustable time controls to delay starting each pump in the automatic mode after power failure or during initial startup.
- H. Pump failure, pump seal failure, and high-level alarm red pilot lights shall flash when activated.
- I. Provide pump running, pump failure and seal failure alarm contacts for each pump. In addition, provide a high-level alarm contact.
- J. Manual override inputs for each pump, which can be used to manually override the duplex controls', pump outputs when the controls are in the Auto mode. Inputs shall be provided to start or stop each pump from a remote location.
- K. Improper sequence alarm (if required) to activate the common alarm in the event the control level inputs are activated in the wrong order. The order shall be Stop, Lead Start, and Lag Start. The High-level alarm shall not be included in the improper sequence test.
- L. Provide automatic pump alternation on seal failure when a seal failure condition is detected and the motors are in the automatic mode. The failed pump shall be made the lag pump on future cycles until the failure condition is corrected.
- M. An exterior alarm light output which would flash the light brightly during any failure condition. The output shall allow the light to dim glow under normal conditions to indicate that power is on and the lamp is good. A normally open common alarm output contact shall be energized by these alarm conditions.

TAG
DC1-2

SERVICE
Booster Pumps No. 1 & No. 2 Controller

- 8.07 MOTOR MONITOR: Provide an electronic solid state Motor Monitor with portional 4-20mA output, powered by 120 volt AC that will accept a zero (0) to five (5) amp input signal condition the signal to perform ON/OFF or OPEN/CLOSE discrete dry type setpoint contact conditions based on the input signal value. The Motor Monitor shall have the following features.
- A. Provide an LCD readout meter providing field adjustable scales of 0-25.0, 0-50.0, 0-100.0, 0-250, 0-500 and 0-1000 to accurately indicate the motor full load current using the 0-5 amp input signal.
 - B. The Monitor shall be capable of displaying motor total running time up to 99,999.9 hours and be provided with reset capability from the rear of the monitor. The display shall include a non-volatile EEPROM memory backup that does not require battery backup during power failure.
 - C. Provide two (2) separate field adjustable setpoints, each with discrete, isolated sealed SPDT relay output contacts. The setting of each setpoint shall be adjustable throughout the complete signal range from the front of the Monitor. Each set point shall be provided with a field adjustable "ON" and "OFF" time delay, adjustable from zero (0) to fifteen (15) seconds. The actual setting of each setpoint shall be able to be displayed on the LCD readout at any time. An LED indicator shall be provided for each setpoint and shall operate as follows:
 - 1. Setpoint No. 1: When setpoint is timing, the indicator shall burn amber. After timing period and current is at or above setpoint, indicator shall burn green.
 - 2. Setpoint No. 2: When set point is timing, the indicator shall burn amber. After set timing period and current is at or above setpoint, indicator shall burn red.
 - D. Provide a 4-20mA or a 1-5Vdc output signal which is proportional to the amperes being measured. Load maximum impedance should not exceed 330 ohms. Output signal shall be factory calibrated.

TAG
MM-1
MM-2
MM-3

SERVICE
Booster Pump No. 1 Motor Monitor
Booster Pump No. 2 Motor Monitor
Chlorine Booster Pump Motor Monitor

- 8.08 CURRENT TRANSFORMER: Current transformers insulation class shall be 0.6 KV BIL, 10 KV Full Wave. They shall be manufactured to meet the requirements of UL1244

and have a minimum accuracy of 60Hz of 2%. Current transformers shall be provided with brass stud terminals and mounting bracket.

8.09 UNIVERSAL MODULE: Provide a Universal Module(s) including the following features and functions.

- A. The Module shall be supplied with any combination of four selector switches, pilot lights or pushbuttons.
- B. Pushbuttons, if used, shall have a rating of 3 amps at 125 Volts.
- C. Selector Switches, if used, shall have a rating of 3 amps at 125 Volts.
- D. Pilot Lights, if used, shall be multicolored LED type and have a 24 Volt rating.
- E. The pilot lights shall be capable of being tested for operation via remote pushbutton.
- F. The Module shall be a flush, front of panel mounted device.

TAG

UM-1

UM-2

UM-3

SERVICE

System Status Universal Module

Booster Pump No.1 Universal Module

Booster Pump No.2 Universal Module

8.10 LEVEL METER/CONTROLLER: Provide an electronic, solid-state, proportional Level Meter/Controller that will accept a 2-wire transmitter or four (4) to twenty (20) mA signal. In addition, condition the signal to provide a valid basis for control and then perform ON/OFF or OPEN/CLOSE discrete dry type set point contact conditions based on the input value of the analog input signal. The Level Meter/Controller shall have the following features.

- A. Provided with a 3.5 digit LCD (or LED if required) readout meter in feet of water. The display shall be capable of being calibrated from the front of the unit and have a maximum display of 1999, with a decimal point that is user selectable.
- B. The display zero indication shall be able to be offset anywhere within the range of the meter, with a minimum range of 60 counts.
- C. Provide six (6) or twelve (12) separate setpoints each with discrete, isolated sealed SPDT relay output contacts.
- D. Provide excitation voltage to drive a transducer/transmitter and condition its output signal to provide a continuous display of level.
- E. The setpoints shall be field adjustable to operate on rising above or falling below the setpoint.

- F. An LED indicator shall be provided for each setpoint to indicate when it is activated.
- G. The actual setting of each setpoint shall be able to be displayed on the digital readout at any time.
- H. The setting of each setpoint shall be adjustable throughout the complete signal range from the front of the meter/controller.
- I. Provide a means of manually ramping the meter/controller, up and down, throughout its complete signal range, to test the operation of the setpoints.
- J. The meter/controller shall come complete with a four (4) to twenty (20) mA, or a one (1) to five (5) volt DC output signal for additional monitoring and control devices.
- K. Provide a signal failure relay option with two relays, to energize when the input signal goes above 20 mA or below 4 mA. The relays can energize on both high/low conditions or one can energize on high failure and the other on low failure. In addition, either relay may be set to 'flash' on and off during the failure condition. This failure alarm shall also energize a front panel flashing LED alarm indicator.
- L. Provide a Lamp Test feature to test the digital display and individual LED setpoint indicators.

TAG

LMC1-2

SERVICE

Elevated Tank Level Meter/Controller

- 8.11 TELEMETRY LINE FILTER: Provide a telemetry line filter with a fast-acting design to protect data and communications equipment from transient voltage surges and induced voltages. The filter shall be a low-impedance, two-stage hybrid design with a first stage consisting of a heavy-duty energy handling gas discharge tube having a breakdown voltage rating between 200 and 350 volts. Impulse breakdown at 100 volts per microsecond shall equal 600 volts. A filter capacitor shall be connected across the lines, rated a 1kv. The second stage shall consist of two current limiting resistors, a fast-acting solid-state transient voltage surge absorber from each line to ground to protect each line up to a maximum continuous voltage of 30V AC or 38V DC with a 50 nanosecond response time. In addition, a separate bi-directional transient voltage surge absorber rated at 1500W @ 33V DC, which is connected across the two lines, for maximum protection. Integral wiring terminal blocks shall be included for both line and equipment sides of the filter. The filter shall be mountable directly on the panel backplate or be able to use track mounting if required.

TAG

LF-PT

LF-ET

SERVICE

System Suction Pressure Analog Signal Line Filter

Elevated Tank Pressure Signal Line Filter

8.12 **SIMPLEX MOTOR CONTROLLER:** Provide a Simplex Motor Controller including the following features.

- A. Manual-Off-Automatic selector switch, green "Motor Running" pilot light, red "Motor Failure" pilot light, and an amber "Motor Call" pilot light.
- B. Motor control inputs shall be optically isolated and their power limited to 24V DC with a maximum current of 16mA DC for intrinsic safety.
- C. Provide a field adjustable time delay to start the motor after motor "Call For" signal is received. This time delay shall be field adjustable to occur each time the motor is called to operate and shall be adjustable from 13 to 165 seconds.
- D. Provide Common Alarm controls, which include a dry-contact output and flashing exterior alarm light output. The controls shall activate the dry-contact output and flash the alarm light output during motor failure conditions.
- E. Provide a motor failure dry-contact output and flashing alarm indicator. The failure controls shall energize the dry-contact output, flash the motor failure alarm indicator and energize the common alarm circuitry if the motor fails to run when called for while in the Automatic mode of operation.
- F. The Manual-Off-Automatic switch shall bypass all of the controls and energize the motor call-for dry-contact output when placed in the Manual position. In the Manual and Off positions the motor failure alarm shall be disabled.
- G. The Manual-Off-Automatic switch shall be used to reset a motor failure alarm after the failure condition has been cleared, by manually switching the motor to the Off position and back to Automatic.
- H. Provide a field adjustable time delay to prevent motor failure signal from being activated until the controller has had time to receive a motor "Running" signal. The timing range shall be adjustable from 5 seconds to 5.25 minutes. During motor failure conditions, provide the following controls.
 - 1. Red "Motor Failure" pilot light on face of controller shall flash when activated.
 - 2. Activate the Common Alarm relay and exterior flashing light output.
 - 3. Provide a dry type contact closure for remote alarming that will activate during "Motor Failure" condition.
- I. The Simplex Motor Controller shall be solid state and easily replaceable. Conventional relay and/or timer construction is not acceptable.
- J. **SIMPLEX PUMP CONTROLLER OPTION SCRT:**

Provide an integral Repeat Cycle timing control for the pump controller, containing the following features:

1. The timer shall enable automatic On/Off control of the pump, based on separate on and off times, which are set in either seconds or minutes.
2. The timing ranges shall be 1 to 1023 seconds or minutes depending on the field selectable range used. Independent ranges shall be included for On and Off timing.
3. Provide controls to only activate the timing functions when the pump controller is in the Automatic mode of operation.
4. The timer shall have provisions to be used as a "Maximum Run" timing device in which the dry-contact output serves as an alarm output in case the pump runs longer than the time set in seconds or minutes.
5. Provision for an external alarm reset switch shall be included when the timer is used as a maximum run timing device.

TAG

SC-3

SC-HTR

SC-EXH

SERVICE

Chlorine Booster Pump Controller

Pump Room Heater Controller

Pump Room Exhaust Fan Controller with Repeat
Cycle Timer Option

- 8.13 THERMOSTAT: Provide a two-stage temperature controller to control the ventilation system for the MCC enclosure. This controller shall have an adjustable temperature range of 90 to 250 degrees F with an adjustable differential of 1 to 30 degrees F. The controller shall be powered by a 24VAC 50/60 Hz class 2 power supply. This controller shall have a relay rated at 120V/9.8A. The temperature sensor shall be a replacement positive temperature coefficient sensor with a reference resistance of 1035 Ohms at 77 degrees F. The enclosure shall be NEMA 1 High Impact thermoplastic with an external adjustment knob. This controller shall be a Johnson Control System 350 or approved equal.

TAG

TH

SERVICE

Thermostat (Qty.2)

- 8.14 POWER SUPPLY: Power supplies shall be for 120V AC primary and 13.5V DC secondary and shall have a frequency range of 47-440 Hz with an inrush current of 35A. Secondary adjustment range shall be $\pm 10\%$ minimum. Line and Load regulation shall be $\pm 0.3\%$. Output ripple shall be no more than 180mV. Voltage Tolerance shall be $\pm 1\%$. Over voltage protection shall clamp at 115-135% and short circuit protection shall be continuous, self-recovering.

TAG
DPS

SERVICE
DC Power Supply

- 8.15 UNINTERRUPTIBLE POWER SUPPLY: Provide a battery charger for 12V DC Sealed Lead Acid rechargeable batteries with an optional 24V DC isolated output. The maximum battery current charging current is 2.9 amps for a completely dead battery and typically less than 0.4 amps for battery voltages over 10V DC. Trickle charging shall stop at a battery voltage of 13.8V DC. The unit shall operate on 13.8V DC with a current rating of up to 11 amps. Provide an optional, integral battery backed up 24V DC option that is capable of being field mounted onto the unit, for powering external 4-20 mA loops or other instrumentation of up to 1 amp maximum load and shall be isolated from the input power supply if necessary. Provide quick-connect terminal blocks for all connectors. Provide High and Low input power supply voltage.

TAG
UPS

SERVICE
Uninterruptible Power Supply

- 8.16 RECHARGEABLE BATTERY: The battery shall be a sealed Lead-Acid type with ABS plastic case and spill proof construction allowing safe operation in any position. Nominal voltage shall be 12V DC (six cells in series). The nominal capacity shall be 12.0 Ah at a discharge rate of 20 hours (600 mA to 10.5 volts). Terminal configuration shall be via quick disconnect tabs type F1: 0.187" x 0.032". Operating temperature range shall be at least -4° to +122°F. The unit shall be UL recognized.

TAG
BAT

SERVICE
Standby Power Supply

- 8.17 RADIO MODEM TRANSCEIVERS: Radio Modem Transceiver shall provide re-farming compliant high speed data link communication with system security diagnostic reporting. The RMT shall provide full UHF, VHF, and 900 MHz MAS bands as required by the FCC license. The RMT shall be capable of transmitting MODBUS protocol messages. Built-in radio diagnostics shall be included and shall be capable of reporting specific unit programming, link testing, and radio performance statistics including RSSI, temperature, supply voltage, and additional parameters throughout the radio. Radio diagnostic information shall be capable of on-line communication with each transmission with no interruption in the application, and with minimum overhead. The RMT shall also comply with FCC re-farming and power regulations. Bandwidth shall not exceed 12.5 KHz. To assure communications with the OWNER's existing resources and to assure compliance with FCC regulations, Radio Modem Transceivers shall be DataRadio Model #T-96SR or Cal-Amp Guardian 100 - No Substitutes shall be accepted.

TAG
RMT

SERVICE
Radio Modem Transceiver

- 8.18 ANTENNA: Antennas shall be either of two types with masts/heights as indicated in the Signal Path Survey (which shall be conducted by the facilities supplier). Antenna types shall comply with the following:

Omni Directional Type 1: Cushcraft Model #CRX-150B (or approved equal)
Yagi Directional Type 2: Cushcraft Model #P154-4 (or approved equal)

<u>Antenna Height:</u>	<u>Description:</u>
20 Feet	Rohn Model #161005GHS (or approved equal)
30 Feet	Rohn Model #H30 (or approved equal)

<u>TAG</u>	<u>SERVICE</u>
ANT	Radio Modem Transceiver Antenna

- 8.19 BULKHEAD LIGHTNING ARRESTER: Radio lightning protection shall be bulkhead mounted and shall be rated as follows:

Throughput Energy: $\leq 600 \mu\text{J}$
Frequency Range: 1.5 to 400 MHz
Max. Power: 375 W, VHF

<u>TAG</u>	<u>SERVICE</u>
AP	RTU Radio Lightning Arrestor

- 8.20 REMOTE TELEMETRY UNIT 103: Provide a Remote Telemetry Unit (RTU) featuring an I/O count expandable to twenty (20) digital inputs (DI), twelve (12) digital outputs (DO), eight (8) 4-20 mA analog inputs (AI), two (2) isolated 4-20 mA analog outputs (AO), four (4) RS232 serial ports, one (1) dedicated serial programming port and the capability of "daisy-chaining" another RTU via a serial port for expandability. The unit should be back-plate mounted and 12VDC powered with optional battery backup for operation even under power failure conditions. The programming language shall be 'C'. The microprocessor shall have 512K of Flash memory, 512K of SRAM memory and a Real-Time-Clock. The microprocessor shall run at a minimum of 29.4 MHz. The SRAM and Real-Time-Clock shall be maintained by a lithium battery. Provide separate LED indicators for all digital I/O, analog outputs and serial ports. Digital inputs shall be dry-contact type with a maximum voltage potential of 12VDC. Digital outputs shall be open-collector NPN Darlington transistor type with a maximum current rating of 150 mA per channel. There shall be provisions to support up to eight (8) 4-20 mA analog inputs using plug-on cards. Provide support for two (2) optional isolated 4-20 mA analog outputs. Four (4) standard 9-pin serial ports, all including Tx, Rx, Rts and Dcd pins, shall be provided for external communications and one dedicated serial port for programming. Provide optional 10/100Base-T Ethernet connectivity. The RTU shall have quick-connect plugs for all I/O points.

<u>TAG</u>	<u>SERVICE</u>
RTU	Remote Telemetry Unit

8.21 CONTROL POWER SURGE PROTECTION DEVICE (SPD): The surge protection device shall be mounted in the control panel in series with the control power circuit. SPD application shall be designed for ANSI/IEEE C62.41 Location C, B & A.

- A. SPD provides surge protection against harmful transient voltages that exceed the nominal operating voltage of AC critical dedicated control loads. Unit is designed for series connection to the control system. SPD unit uses selenium cells and metal oxide varistors to achieve its performance. Products using gas tubes, spark gaps, silicon avalanche diodes or other components, which under failed conditions would cause system failure, are not acceptable.
- B. Manufacturer qualifications: The product of a manufacturer engaged in the commercial design and manufacture of the type of product described herein for a minimum five (5) years.
- C. Safety Listing: Product complies with the requirements of the following:
 - 1. ETL recognized component under UL 1449 3rd Edition as a Type 4 SPD (Surge Suppression Device).
 - 2. cETL
 - 3. Recognized component under UL 1283 as an electromagnetic filter.
- D. Operating Voltage: 120 volt, single-phase, 20A continuous
- E. Response Time: < 1 nanosecond
- F. Maximum Continuous Operating Voltage (MCOV): greater than 115 percent of nominal voltage for all products. All suppression filter systems comply with NEMA LS 1.
- G. Frequency: Operating frequency range of 47 – 64 Hertz.
- H. Protection Modes: phase to ground (L-G), phase to neutral (L-N), and neutral to ground (N-G).
- I. Maximum Rated Surge Current: 20kA per phase
- J. Standard Monitoring: Status Indicating Light
- K. Enclosure: ABS Plastic UL94-5VA
- L. Warranty: 15-year unlimited free replacement
- M. Control power surge protection system shall be equal to Joslyn TK-LT120-20A-DIN2.

TAG

SPD-2

SERVICE

Control Power Surge Protection Device

- 8.22 COMMON ALARM LIGHT: Alarm Light shall be RAB catalog number VBR100/GL100PGR or equal. Alarm light enclosure shall be constructed of die cast aluminum with a sturdy mounting bracket. Alarm light shall be suitable for wet location and comply with UL standard 1598, for hazardous locations where the lamp, socket and wiring require protection from rain, corrosive fumes, non-combustible dusts, moisture, non-explosive vapors and gases. The alarm light shall burn dim and steady during normal conditions to indicate electrical power "ON" and lamp good. During any alarm condition, the alarm light shall flash brightly. Alarm light mounted on the side of the enclosure or as directed by the project engineer.

TAG

AL

SERVICE

Common Alarm Light

- 8.23 ELEVATED TANK LEVEL TRANSMITTER: Provide a level transducer to measure water level in the elevated tank for a range of 5 to 100 PSI with a maximum burst pressure of 500 PSI. Transient pressure peaks, up to a maximum of 500 PSI, shall not cause permanent sensor damage. Unit shall come complete with high contrast 4" Liquid Crystal Display (LCD) that is adjustable to provide best viewing angle. The display can be changed to be read from above, and rotated in 90 degree increments. User selectable parameters shall include display language, engineering units, zero point, span, and reversed output signal. Language settings include English, German, French, Spanish, or Italian. Engineering units can be set to PSI, bar, millibar, mA, % of span, millimeters, meters, inches, feet, Pa, or kPa. The display can be set to show two additional lines of text including minimum and maximum pressure readings and sensor temperature. The program keys shall be located behind the display and can be password protected to prevent unauthorized program changes. In addition, pressure transmitter shall have the following features and functions.

- A. Pressure Connection: 1/2 NPT male
- B. Case Material: Fiberglass reinforced PBT plastic (polybutene terephthalate)
- C. Pressure Connection Case Material: 316 and PH 17-4 stainless steel
- D. Supply Voltage: 12-36 DC volts
- E. Output Signal: 4-20 mA 2-wire
- F. Maximum Load: $RA \leq (UB-12V) / 0.023 \text{ A}$, with RA in Ohms and UB in volts
- G. Response Time: ≤ 10 milliseconds
- H. Display: 1.75" square 4-digit liquid crystal display with bar graph, trend display, and 2 additional text display lines.
- I. Damping (display and signal): user-adjustable from 0 to 40 seconds
- J. Accuracy (linearity, including hysteresis): % of span ≤ 0.10 for ranges $\geq 600 \text{ PSI}$;
- K. Hysteresis: ≤ 0.04 % of span
- L. Repeatability: ≤ 0.05 % of span
- M. 1-Year Stability: ≤ 0.1 (under reference conditions) % of span

- N. Media Temperature: -22°F to +221°F (-30°C to +105°C)
- O. Ambient Temperature: -4°F to +158°F (-20°C to +70°C)
- P. Storage Temperature: -31°F to +176°F (-35°C to +80°C)
- Q. CE Conformity: Interference emission per EN 50 081-1 (March 1993) and EN50 081-2 (March 1994), Interference immunity per EN 50 082-2 (February 1996)
- R. Shock Resistance: 100g per IEC 770 for mechanical shock
- S. Vibration Resistance: 5g per IEC 770 for vibration under resonance conditions
- T. Electrical Connection: locking plug M20 x 1.5 with internal terminal block accepts cable diameter from 0.25" to 0.5", diameter to 0.1"
- U. Electrical Protection: protected against reverse polarity, short circuit, and overvoltage
- V. Environmental Protection: IP 65 {IP 67 (NEMA 4)}
- W. Weight lb: 1.5 (.7 kg)

<u>TAG</u>	<u>SERVICE</u>	<u>RANGE</u>
ETPLT	Elev. Tank Pressure/Level Transmitter	0-100 psi

- 8.24 PRESSURE/LEVEL TRANSMITTER: Provide a Pressure/Level Transmitter with the proper operating range for the project in question. Excitation voltage shall be 24V DC (9-28V). Zero pressure input shall produce a 4 mA output signal and full scale output shall be 20 mA. Static accuracy shall be 0.25%. Span < 100 PSI, BFSI Linearity, Hysteresis and Repeatability. Maximum over-pressure shall be minimum of 3 times full scale or 500 < 100. Operating temperature shall be 0° to 70°C.

<u>TAG</u>	<u>SERVICE</u>	<u>SCALE</u>
PT	Suction Pressure Transmitter	0-100 PSI

END OF SECTION



City of Hattiesburg, MS

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

Master

File Number: 2012-0531

File ID: 2012-0531

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 02/14/2012

Brief Title: Advertisement for Bids for Hwy 98 Elevated Water Tank

Final Action:

Minute Book Number: MB 2012-1/55

Title:

Authorize Advertisement for Bids for the construction of a 500,000 Gallon Elevated Water Tank Along U. S. Highway 98, Hattiesburg, Mississippi.

Notes:

Sponsors:

Enactment Date:

Attachments: 1273W003_Plans_2012-02-06, 1273W003_Specs

Enactment Number:

Contact:

Meeting Date: 02/21/2012

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/21/2012					

Text of Legislative File 2012-0531

Title

Authorize Advertisement for Bids for the construction of a 500,000 Gallon Elevated Water Tank Along U. S. Highway 98, Hattiesburg, Mississippi.

Summary

Advertisement for Bids for the Hwy 98 Elevated Water Tank.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Hattiesburg American and Clarion Ledger, February 24, 2012 and March 2, 2012

CONSTRUCTION PLANS

FOR

500,000 GALLON ELEVATED
WATER TANK

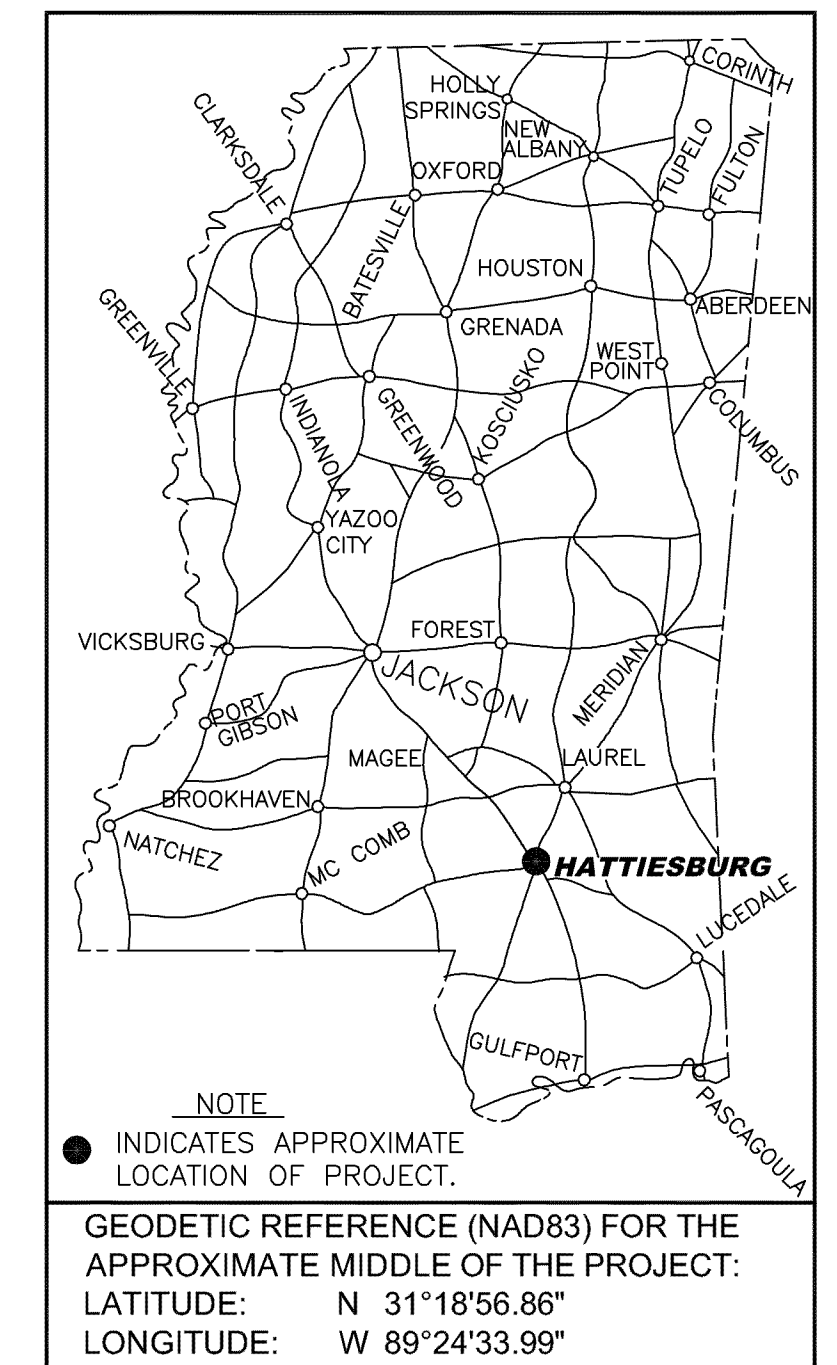
ALONG

US HIGHWAY No. 98

FOR THE

CITY OF HATTIESBURG

LAMAR COUNTY
MISSISSIPPI



SEE SHEET No. 2 FOR DETAILED SHEET INDEX

MAYOR

Johnny DuPree, Ph. D.

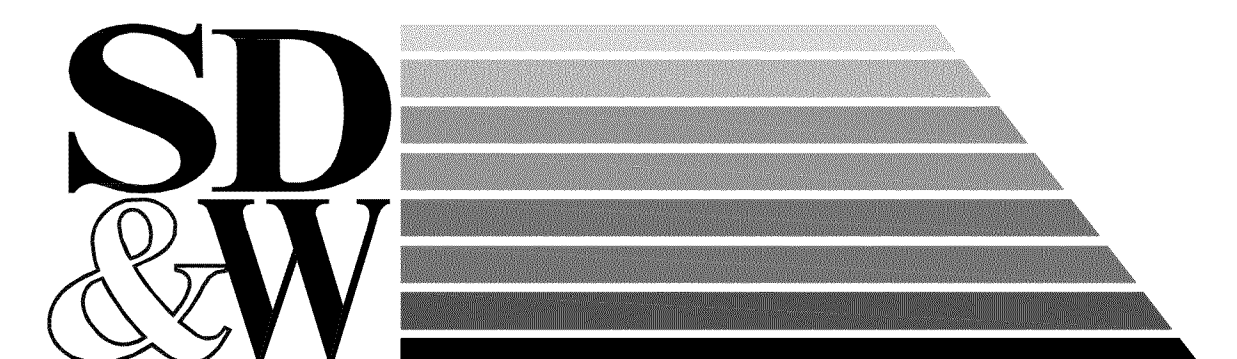
COUNCIL PERSONS

Kim Bradley, President
Carter Carroll
Deborah Denard Delgado
Dave Ware
Henry E. Naylor

DIRECTOR OF ENGINEERING

Bert Kuyrkendall, P.E.

PREPARED BY:



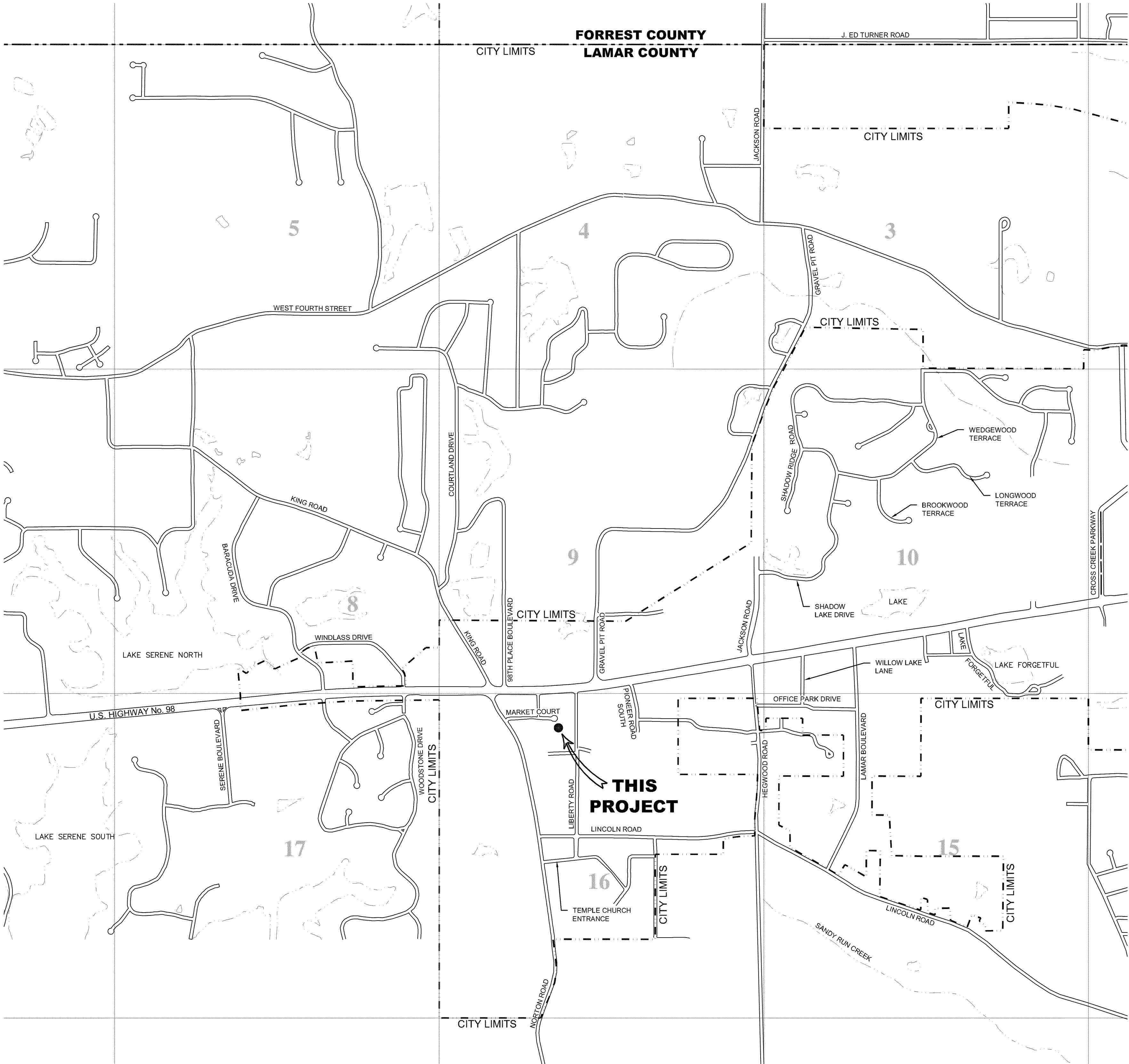
SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

P.O. BOX 1711
301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI, 39403-1711
HTTP://WWW.SD-W.COM

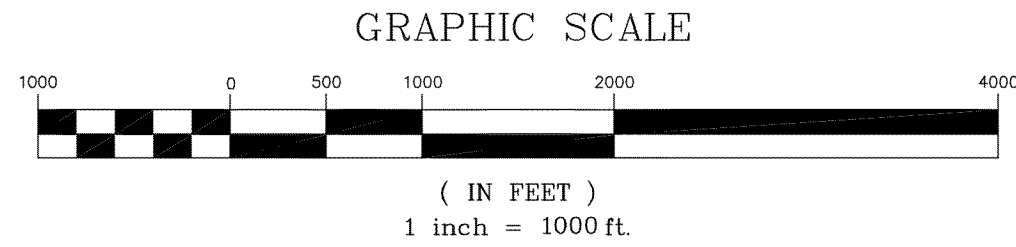
P: (601) 544 - 1821
F: (601) 544 - 0501

JANUARY 2012

RANGE 14 WEST



VICINITY MAP



PUBLIC UTILITIES

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

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

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

WATER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
900 JAMES STREET
HATTIESBURG, MS 39403
(601) 545-4535

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

PEARL RIVER VALLEY, EPA
6803 U.S. HIGHWAY 98
HATTIESBURG, MS 39402
(601) 264-2458

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

NORTH LAMAR WATER ASSOC.
5295 OLD HIGHWAY 11 #10
HATTIESBURG, MS 39402
(601) 264-1157

GENERAL NOTES:

- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL CODES.
- THE CONTRACTOR SHALL KEEP A SET OF BLUELINE PRINTS OF THE PROJECT ON THE JOB SITE SHOWING THE ACCURATE MEASUREMENTS AND ELEVATIONS OF THE "AS-BUILT" SYSTEM. THIS DATA WILL BE COLLECTED AND PUT ON THE DRAWINGS DAILY.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CITY OF HATTIESBURG AND/OR LAMAR COUNTY FEES AND PERMITS ASSOCIATED WITH CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN SUB-SURFACE SOIL INVESTIGATIONS.
- THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES WITHIN THE WORK AREA.
- ALL UNDERGROUND UTILITIES, FOR THE ENTIRE PROJECT, SHALL BE LOCATED BY THE CONTRACTOR AND UTILITY OWNERS PRIOR TO THE CONSTRUCTION OF THE PROJECT. ANY CONFLICTS SHALL BE COORDINATED BETWEEN CONTRACTOR, UTILITY OWNER AND ENGINEER.
- ALL CULVERT CROSS DRAINS AND SIDE DRAINS SHALL BE PROTECTED. NO SEPARATE PAY ITEM WILL BE ESTABLISHED FOR REMOVAL AND REPLACEMENT, IF REQUIRED.
- PROPER MAINTENANCE OF STREETS, INCLUDING DUST CONTROL, SHALL BE STRICTLY ADHERED TO.
- MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION).
- ALL WORK ITEMS FOR WHICH NO PAY ITEMS ARE ESTABLISHED SHALL BE ABSORBED IN THE COST OF THE TANK ERECTION.
- ALL DISTURBED AREAS SHALL BE FERTILIZED AND SEEDED ACCORDING TO THE VEGETATION SCHEDULE IN THE SPECIFICATIONS.
- ALL EXISTING MAILBOXES, STREET SIGNS, FENCES, AND OTHER STRUCTURES LOCATED WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED AND RESET AS DICTATED BY CONSTRUCTION ACTIVITIES. (NO SEPARATE PAY)
- PRIOR TO THE BEGINNING OF ANY EXCAVATION, ALL EXISTING PAVEMENT SHALL BE SCORED OR SAW CUT TO A DEPTH SUCH THAT A STRAIGHT AND UNIFORM VERTICAL EDGE IS ESTABLISHED PRIOR TO REMOVAL OF SAID PAVEMENT FROM THE PROJECT.
- NO PIPE SHALL BE LAID IN THE PRESENCE OF WATER.
- WHERE THE WATER MAIN IS WITHIN 10 FEET OF A SEWER MAIN HORIZONTALLY, THE BOTTOM OF THE WATER MAIN SHALL BE AT LEAST 18" FROM THE TOP OF THE SEWER MAIN.
- ALL WATER MAIN INSTALLATION SHALL CONTAIN 12 AWG. TRACER WIRE IN THE PIPE TRENCH AND ENTER ALL VALVE BOXES 12" ABOVE VALVE NUT WITH 12" OF WIRE COILED IN THE VALVE BOX.
- ALL TRACER WIRE CONNECTIONS SHALL BE MADE WITH LIQUID FILLED CONNECTORS.
- ALL WATER PIPE SHALL BE DUCTILE IRON, CLASS 350, UNLESS OTHERWISE NOTED.
- ALL FITTINGS AND VALVES SHALL BE DUCTILE IRON WITH CONCRETE THRUST BLOCK AT ALL BENDS AND RODDED TOGETHER WITH ALL THREAD ROD. ALL TEES AND VALVES SHALL BE RODDED TOGETHER AS ONE UNIT. VALVES AND FIRE HYDRANTS SHALL BE RODDED TOGETHER BUT SEPARATE FROM THE TEE AND OTHER VALVES. ALL FITTINGS, EXCEPT VALVES SHALL BE ABSORBED ITEMS.
- ALL BENDS SHOWN IN THE PROPOSED WATERLINE SHALL BE ACCOMPLISHED THROUGH THE USE OF THE REQUIRED FITTINGS (22.5°, 30°, 45°...). SINGLE 90° BEND FITTINGS SHALL NOT BE PERMITTED UNLESS SPECIFICALLY NOTED ON THE PLANS AND/OR APPROVED BY THE ENGINEER. 90° BENDS SHALL BE ACCOMPLISHED BY USING MULTIPLE SMALLER BEND FITTINGS. BENDS SHOWN ON THE PLAN SHEETS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO BIDDING AND CONSTRUCTION. ONLY MAJOR BENDS ARE SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FITTINGS NECESSARY TO INSTALL THE PROPOSED WATER LINE. (NO SEPARATE PAY) TEES SHALL BE PAID FOR UNDER THE CONNECTION ITEM.
- ALL FIRE HYDRANTS SHOWN FOR INSTALLATION ON THE PLANS SHEETS SHALL BE 3-WAY HYDRANTS AS DETAILED. ALL FIRE HYDRANTS SHALL BE INSTALLED WITH A 2" DIAMETER BRASS TAG (SEE DETAIL) ENGRAVED WITH "CITY OF HATTIESBURG" AND "FH #xxx" (WHERE "xxx" WILL BE A NUMBER WHICH SHALL BE ASSIGNED TO EACH FIRE HYDRANT BY THE OWNER). (NO SEPARATE PAY)
- FULL LENGTH PIPE SECTIONS ARE REQUIRED BEFORE AND AFTER ALL FITTINGS.
- PRESSURE TESTS WILL BE REQUIRED ON ALL WATER MAIN INSTALLED.
- WORK FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF TRAFFIC AND ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURRING DURING THE EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PLACING WHAT BRACING, SHORING OR GROUND SUPPORT SYSTEM THAT IS DEEMED NECESSARY TO PREVENT A FAILURE AND PROTECT THE PERSONS WORKING NEAR THE EXCAVATION, THE PUBLIC THAT MAY BE ABOVE THE EXCAVATION, OR ANY STRUCTURE ADJACENT TO THE EXCAVATION. ALL COSTS FOR ANY PROTECTIVE MEASURES INCLUDING THE MATERIALS AND LABOR FOR DESIGNING, DRAWING AND CONSTRUCTING THE FACILITY SHALL BE INCLUDED IN THE BID PRICE FOR CONTRACT ITEMS.
- THE COST OF CLEARING AND GRUBBING/REMOVAL AND DISPOSAL OF CLEARING AND GRUBBING MATERIAL SHALL TO BE INCLUDED IN THE PRICE OF THE SITE WORK. OFFSITE DISPOSAL AREAS ARE TO BE FURNISHED BY THE CONTRACTOR.
- ALL DISTURBED AREAS SHALL BE FERTILIZED AND SEEDED ACCORDING TO THE VEGETATION SCHEDULE IN THE SPECIFICATIONS, UNLESS OTHERWISE NOTED.
- THE EROSION CONTROL DEVICES SHALL BE REQUIRED AS DIRECTED BY THE ENGINEER. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT SILT DOES NOT LEAVE THE CONSTRUCTION SITE OR CONTAMINATE WATERS OF THE U.S. DURING CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN THE PLAN DURING CONSTRUCTION.
- ALL NEW CONSTRUCTION TO BE FLUSHED WITH CLOSE SUPERVISION OF THE SYSTEM OPERATOR.
- ALL BACTI-SAMPLES SHALL BE TAKEN BY THE SYSTEM OPERATOR OR HIS REPRESENTATIVES. ANY AND ALL SAMPLING FEES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- DEVIATIONS FROM THESE PLANS AND NOTES WITHOUT PRIOR WRITTEN CONSENT OF THE OWNER, HIS REPRESENTATIVE OR THE ENGINEER MAY CAUSE THE WORK TO BE DEEMED UNACCEPTABLE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIAL TESTING BY AN INDEPENDENT LABORATORY APPROVED BY THE ENGINEER.
- MATERIAL SUBMITTALS SHALL BE MADE TO THE OWNER THROUGH THE ENGINEER PRIOR TO USE, FOR APPROVAL.
- CONTRACTOR WILL FULLY COOPERATE WITH CONTRACTORS ON ADJACENT AND COINCIDING WATER PROJECTS UNDERWAY DURING CONSTRUCTION. CONTRACTOR SHALL ANTICIPATE DELAYS AND HAVE OPEN CONVERSATIONS WITH OTHER CONTRACTORS TO MINIMIZE DELAYS.
- THE CONTRACTOR SHALL HAVE A COMPETENT AND EXPERIENCED SUPERINTENDENT ON SITE AT ALL TIMES. THE SUPERINTENDENT SHALL NOT OPERATE EQUIPMENT WHILE ON THE PROJECT SITE. WORK ON THE PROJECT SHALL STOP IF THE ASSIGNED PROJECT SUPERINTENDENT IS NOT ON SITE.

DETAILED INDEX

SHEET No.	DESCRIPTION
1	COVER SHEET
2	VICINITY MAP, GENERAL NOTES AND DETAILED INDEX
3	SITE PLAN
4	ELEVATED TANK DETAILS
5	WATER INSTALLATION DETAILS
6	TYPICAL TEMPORARY EROSION/SEDIMENT CONTROL APPLICATIONS
7	DETAILS OF SEDIMENT BARRIER APPLICATIONS
8	DETAILS OF SILT FENCE INSTALLATION
9	STABILIZED CONSTRUCTION ENTRANCE
163	FENCE: CHAIN LINK - CLASS II
168	FENCE: CHAIN LINK GATE

NO.	DATE	DESCRIPTION	BY
VICINITY MAP, GENERAL NOTES & INDEX			
500,000 GAL. ELEVATED WATER TANK			
CITY OF HATTIESBURG			
LAMAR COUNTY, MISSISSIPPI			
		P.O. BOX 1711 HATTIESBURG, MISSISSIPPI 39403-1711 301 SECOND AVENUE HATTIESBURG, MISSISSIPPI 39401 HTTP://WWW.SD-W.COM F: (601) 544-1021 F: (601) 544-0501	
Shows, Dearman & Waits, Inc.		CONSULTING ENGINEERS	
Drawn by: RES		Checked by: KDW	
Date: 12-16-2011		Scale: AS NOTED	
Drawing No.: 1273-W003		Sheet No. 2	

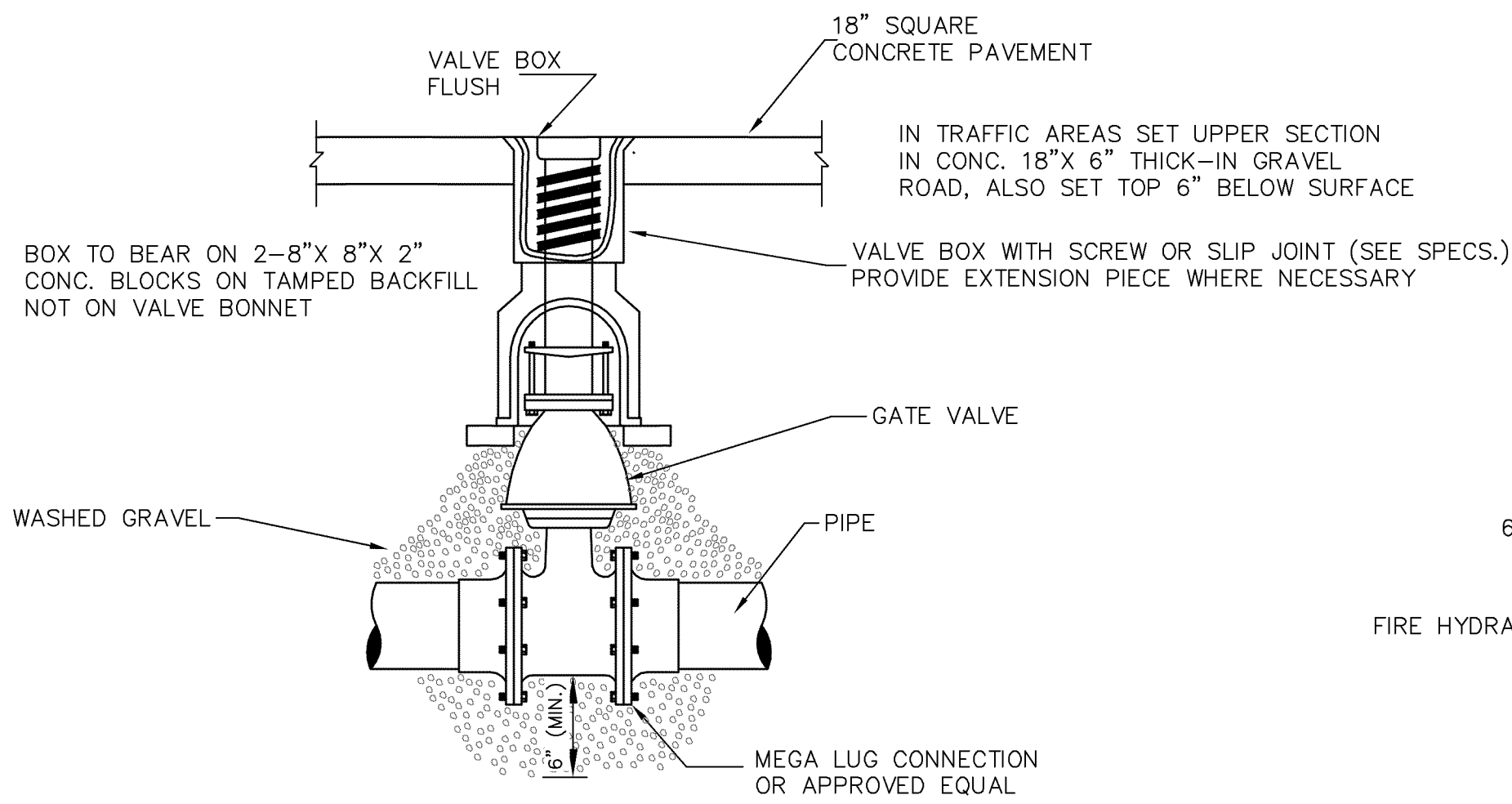


TYPICAL PEDESTAL SECTION

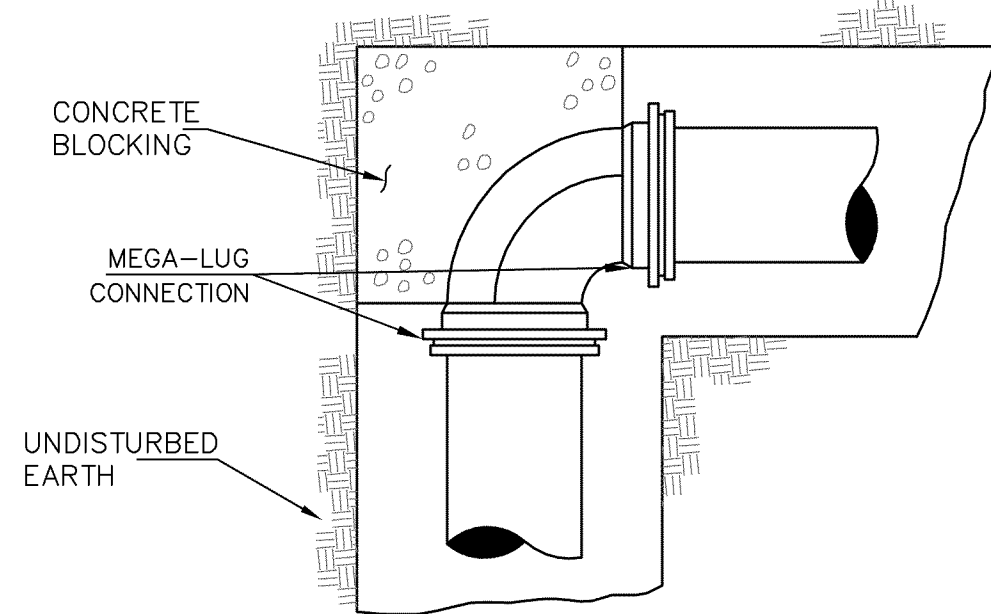
SIDE VIEW



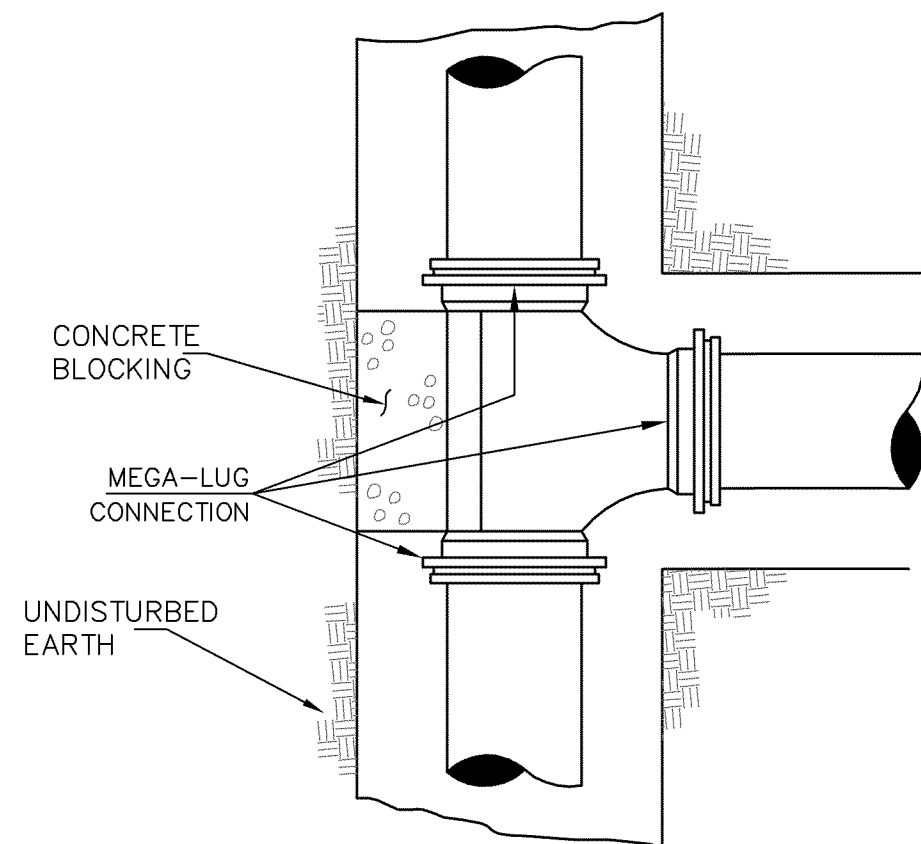
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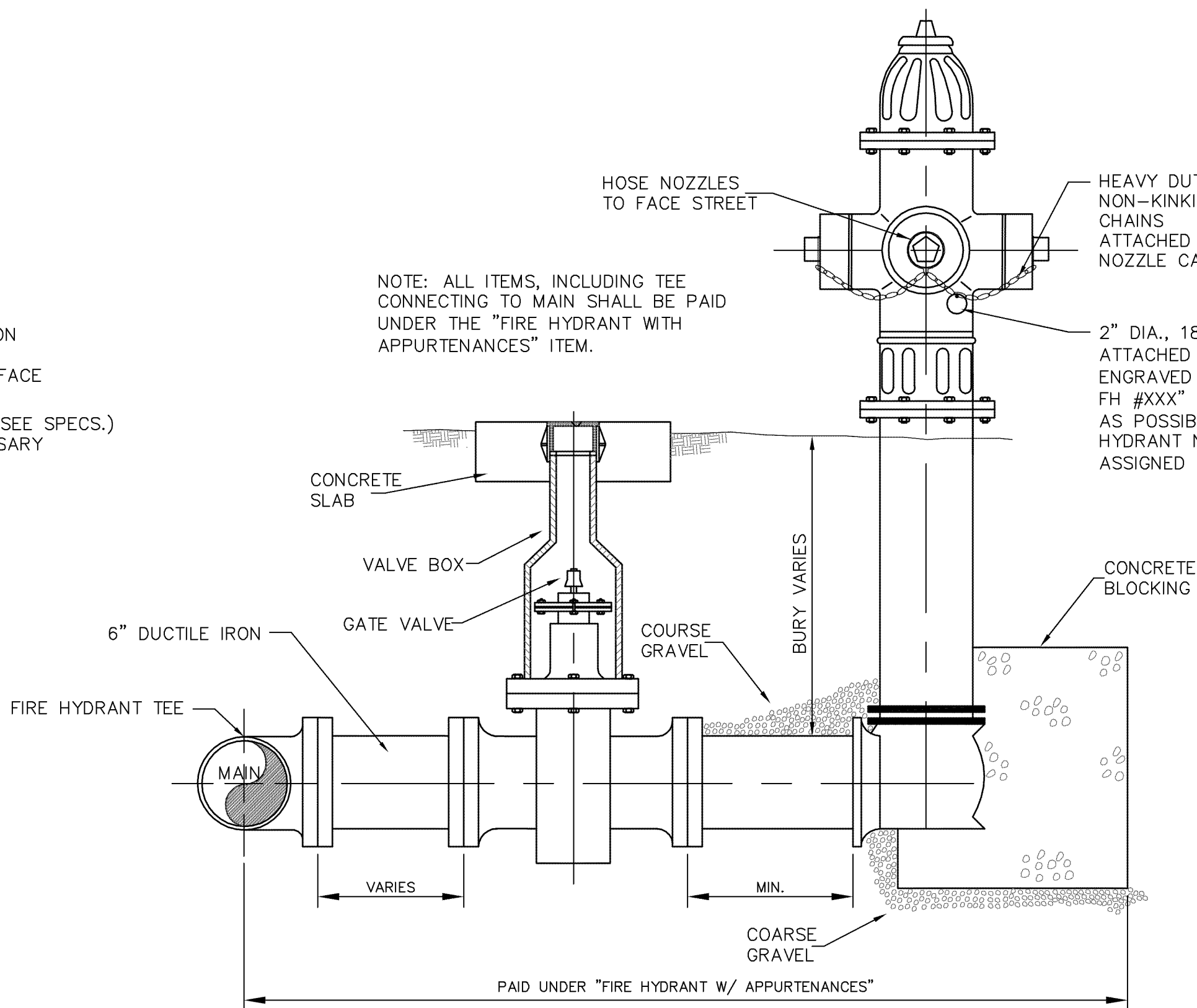
DETAIL OF VALVE & BOX



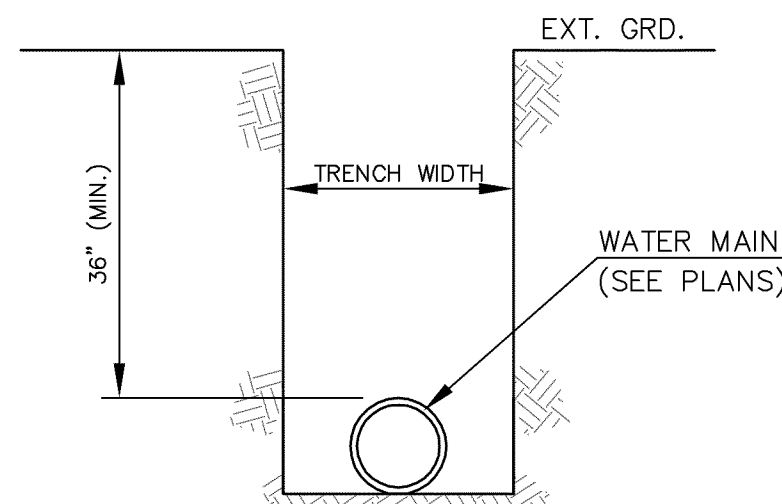
PLAN



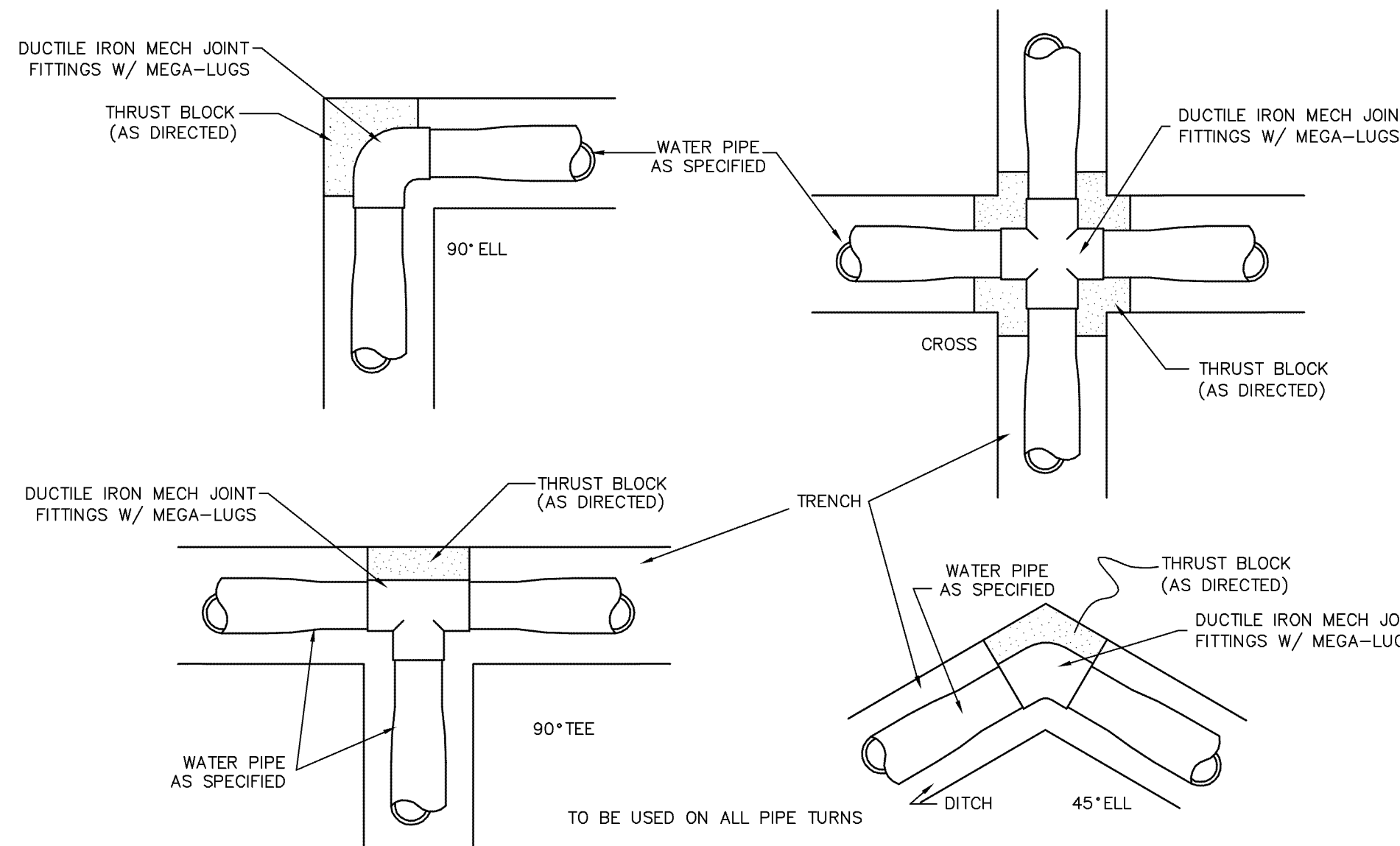
PLAN



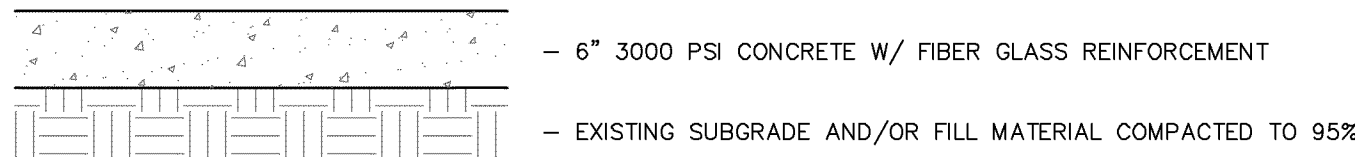
STANDARD 3-WAY FIRE HYDRANT



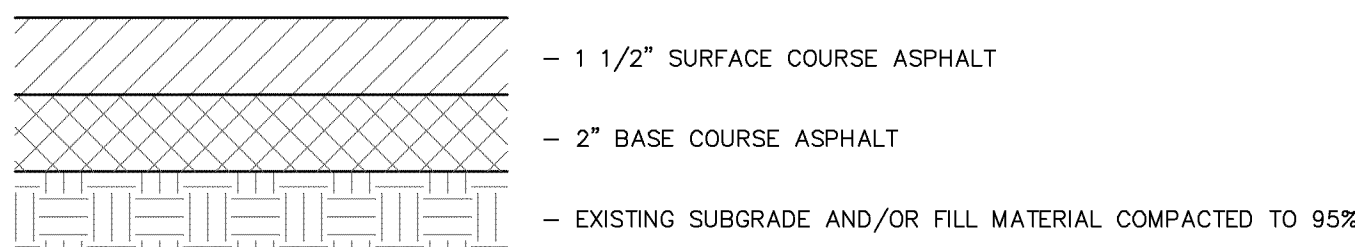
DETAIL OF TRENCH



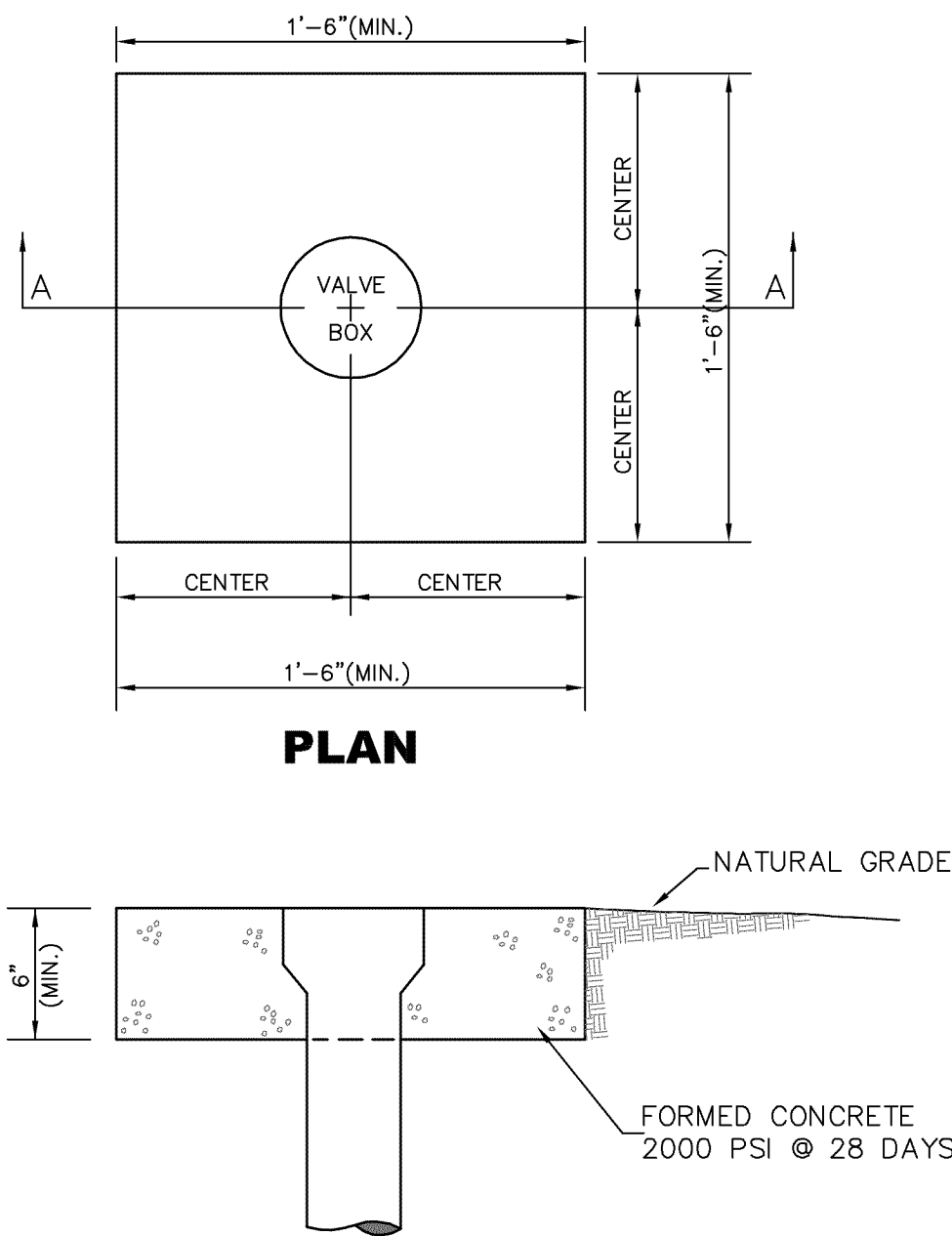
THRUST BLOCK DETAILS



TYPICAL CONCRETE PAVEMENT REPAIR



TYPICAL ASPHALT PAVEMENT REPAIR

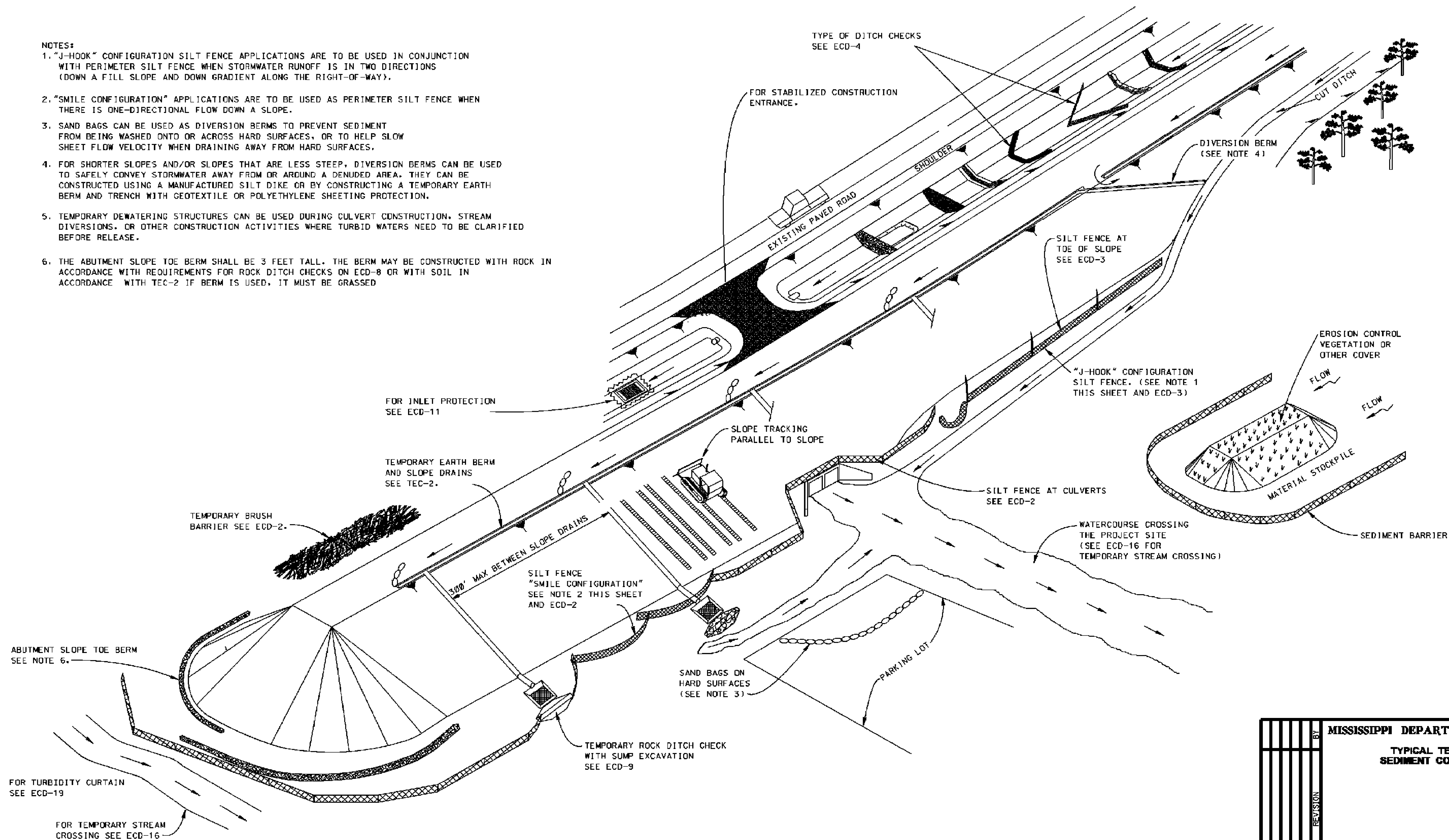


SECTION A-A

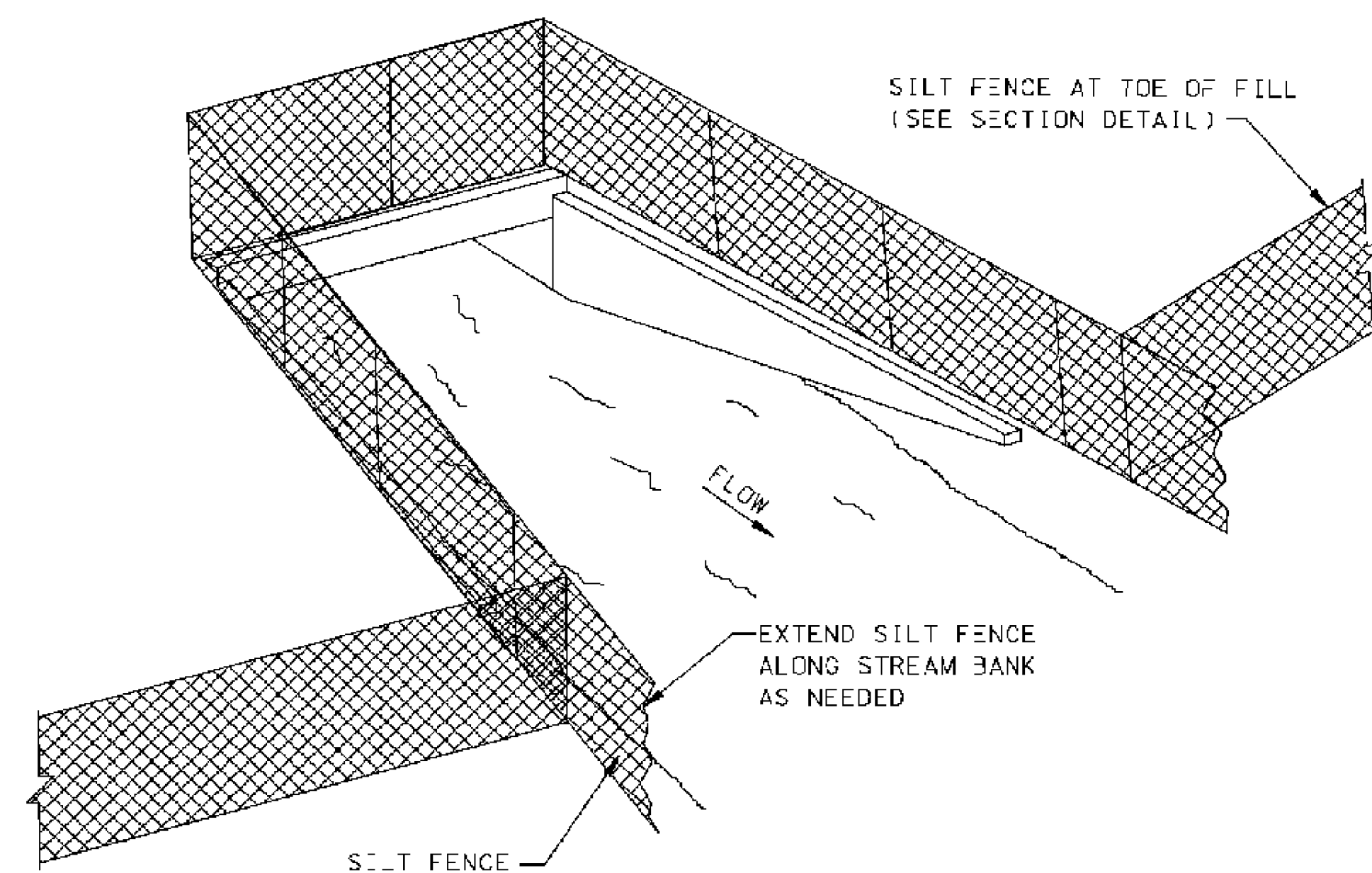
VALVE LOCATION

NO.	DATE	DESCRIPTION	BY
WATER INSTALLATION DETAILS			
500,000 GAL. ELEVATED WATER TANK			
CITY OF HATTIESBURG			
LAMAR COUNTY, MISSISSIPPI			
SD & W SHOWS, DEARMAN & WAITS, INC. CONSULTING ENGINEERS			
P.O. BOX 1711 HATTIESBURG, MISSISSIPPI 39403-1711 301 SECOND AVENUE HATTIESBURG, MISSISSIPPI 39401 HTTP://WWW.SD-W.COM F: (601) 544-1821 F: (601) 544-0501			
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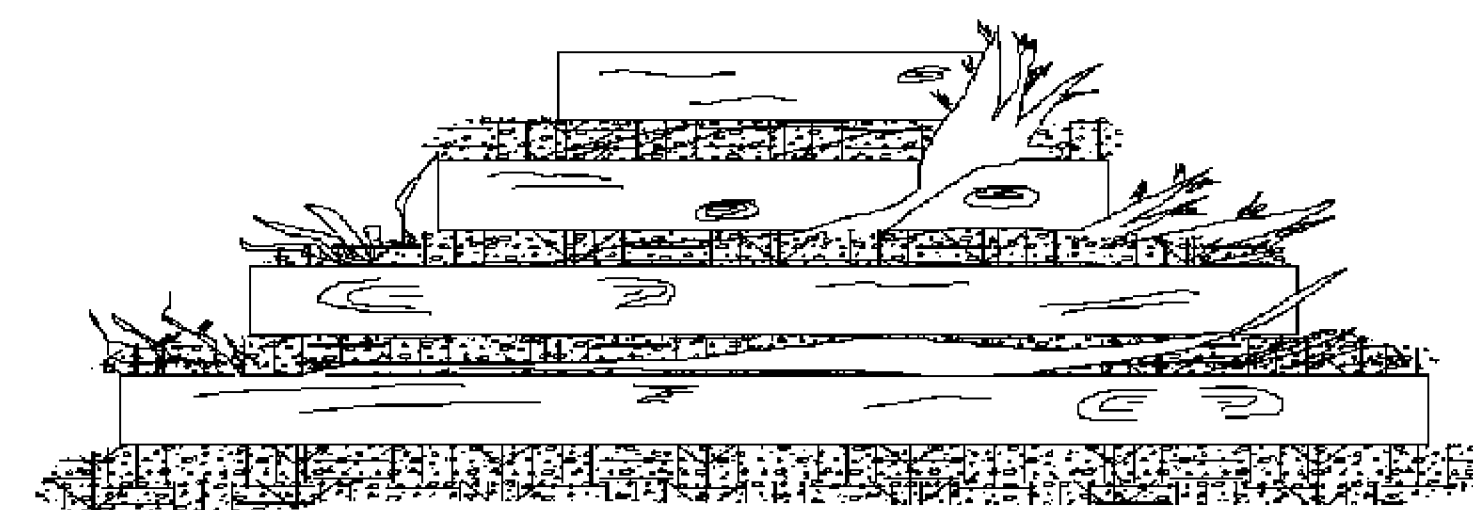
- NOTES:
1. "J-HOOK" CONFIGURATION SILT FENCE APPLICATIONS ARE TO BE USED IN CONJUNCTION WITH PERIMETER SILT FENCE WHEN STORMWATER RUNOFF IS IN TWO DIRECTIONS (DOWN A FILL SLOPE AND DOWN GRADIENT ALONG THE RIGHT-OF-WAY).
 2. "SMILE CONFIGURATION" APPLICATIONS ARE TO BE USED AS PERIMETER SILT FENCE WHEN THERE IS ONE-DIRECTIONAL FLOW DOWN A SLOPE.
 3. SAND BAGS CAN BE USED AS DIVERSION BERMS TO PREVENT SEDIMENT FROM BEING WASHED ONTO OR ACROSS HARD SURFACES, OR TO HELP SLOW SHEET FLOW VELOCITY WHEN DRAINING AWAY FROM HARD SURFACES.
 4. FOR SHORTER SLOPES AND/OR SLOPES THAT ARE LESS STEEP, DIVERSION BERMS CAN BE USED TO SAFELY CONVEY STORMWATER AWAY FROM OR AROUND A DENUDED AREA. THEY CAN BE CONSTRUCTED USING A MANUFACTURED SILT DIKE OR BY CONSTRUCTING A TEMPORARY EARTH BERM AND TRENCH WITH GEOTEXTILE OR POLYETHYLENE SHEETING PROTECTION.
 5. TEMPORARY DEWATERING STRUCTURES CAN BE USED DURING CULVERT CONSTRUCTION, STREAM DIVERSIONS, OR OTHER CONSTRUCTION ACTIVITIES WHERE TURBID WATERS NEED TO BE CLARIFIED BEFORE RELEASE.
 6. THE ABUTMENT SLOPE TOE BERM SHALL BE 3 FEET TALL. THE BERM MAY BE CONSTRUCTED WITH ROCK IN ACCORDANCE WITH REQUIREMENTS FOR ROCK DITCH CHECKS ON ECD-8 OR WITH SOIL IN ACCORDANCE WITH TEC-2 IF BERM IS USED, IT MUST BE GRASSED.



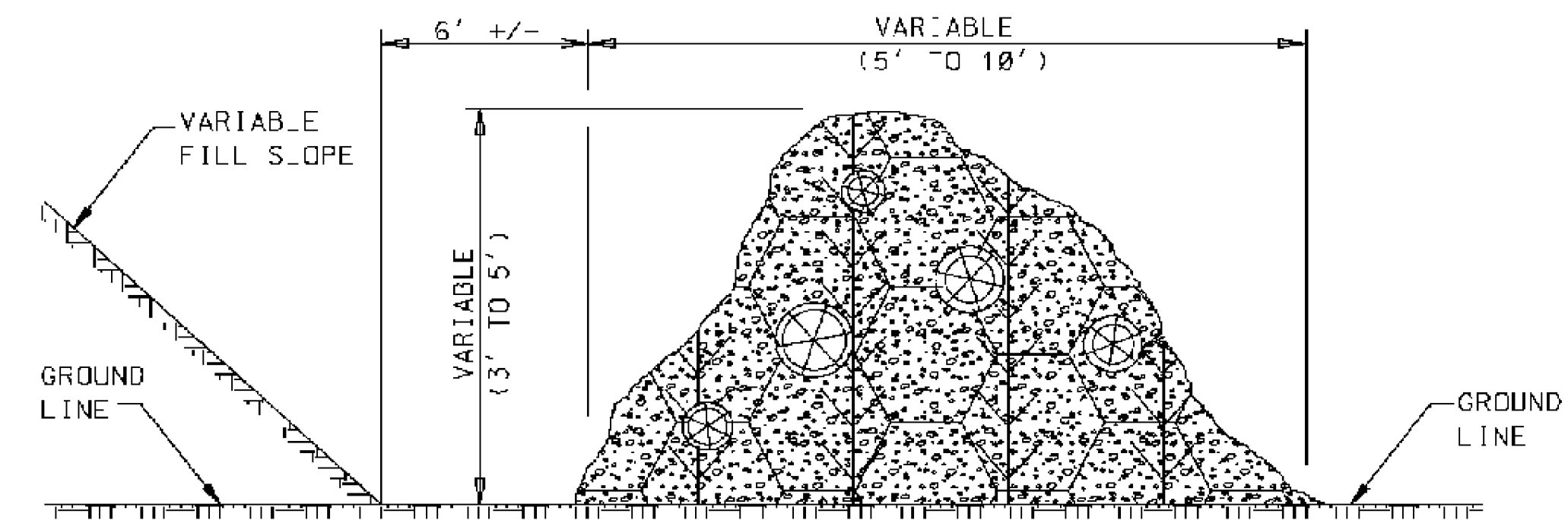
MISSISSIPPI DEPARTMENT OF TRANSPORTATION			
TYPICAL TEMPORARY EROSION/ SEDIMENT CONTROL APPLICATIONS			
DATE	BY	REVISION	WORKING NUMBER
			ECD-1
FILENAME: EROSION CONTROL\ECD-1.DGN		SHEET NUMBER	
DESIGN TEAM	CHECKED	DATE	6



SEDIMENT BARRIER AT CROSS DRAIN



FRONT ELEVATION



SIDE ELEVATION

TEMPORARY BRUSH BARRIER

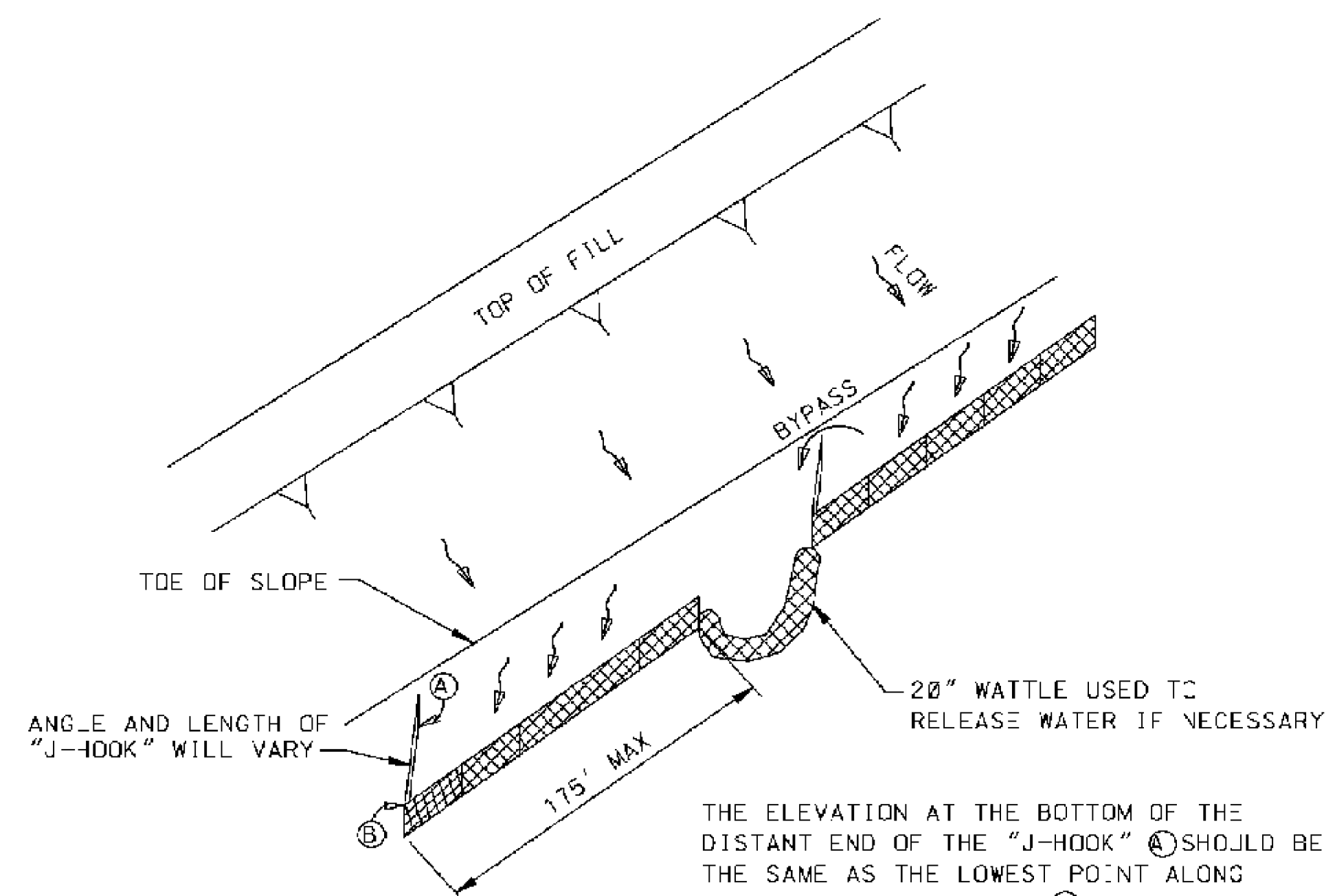
NOTES:

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

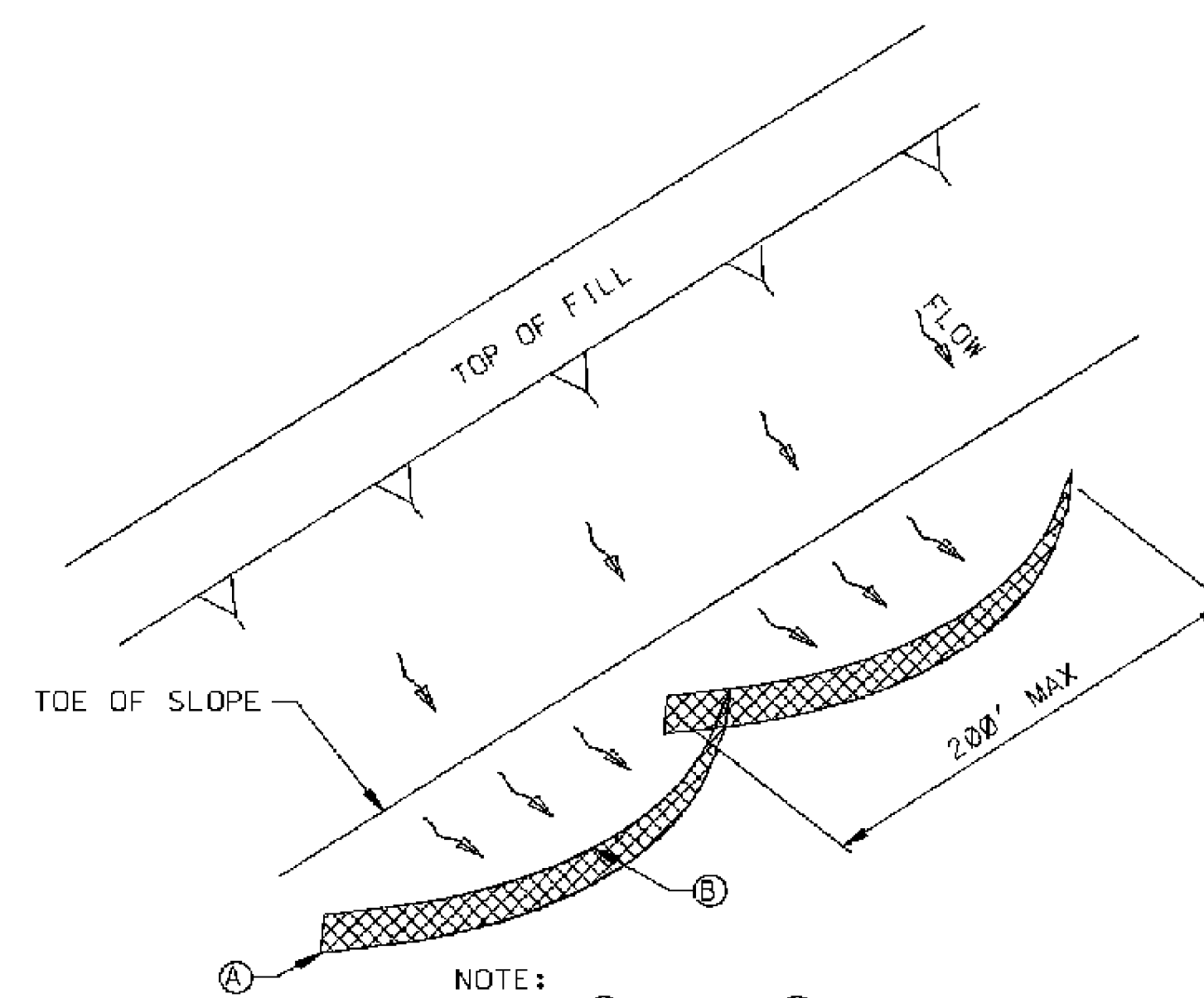
NOTE:

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

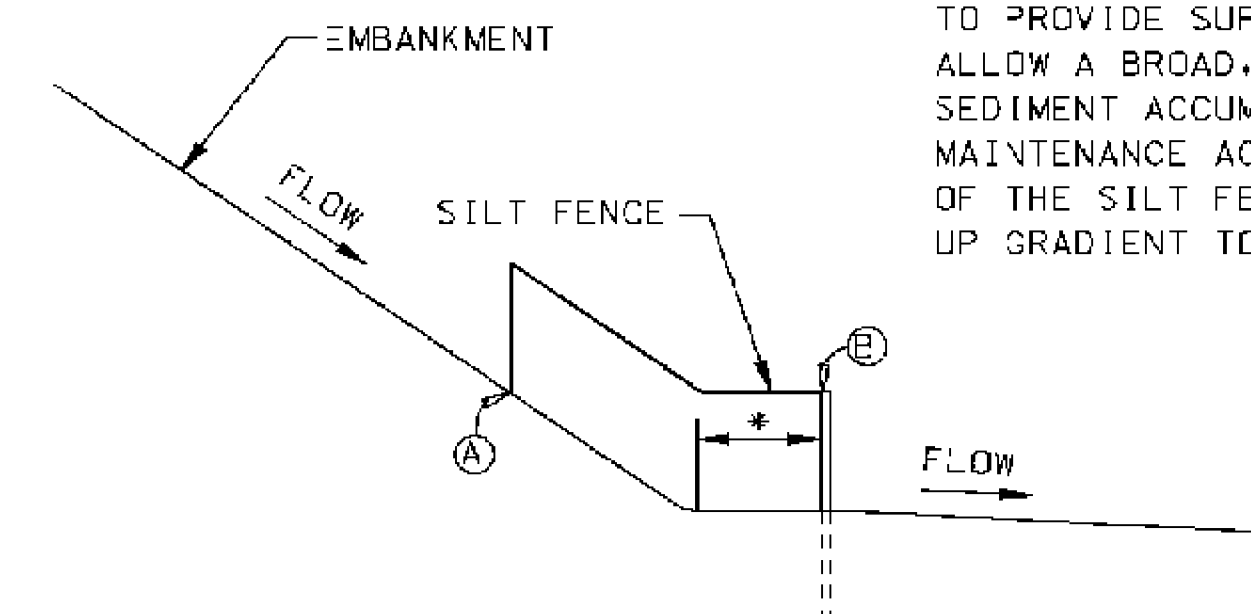
* SILT FENCE SHOULD BE LOCATED AWAY FROM THE TOE OF THE SLOPE TO PROVIDE SUFFICIENT SPACE TO ALLOW A BROAD, FLAT AREA FOR SEDIMENT ACCUMULATION AND MAINTENANCE ACTIVITIES. THE ENDS OF THE SILT FENCE SHOULD BE TURNED UP GRADIENT TO MAXIMIZE STORAGE.



"J-HOOK" SILT FENCE APPLICATION

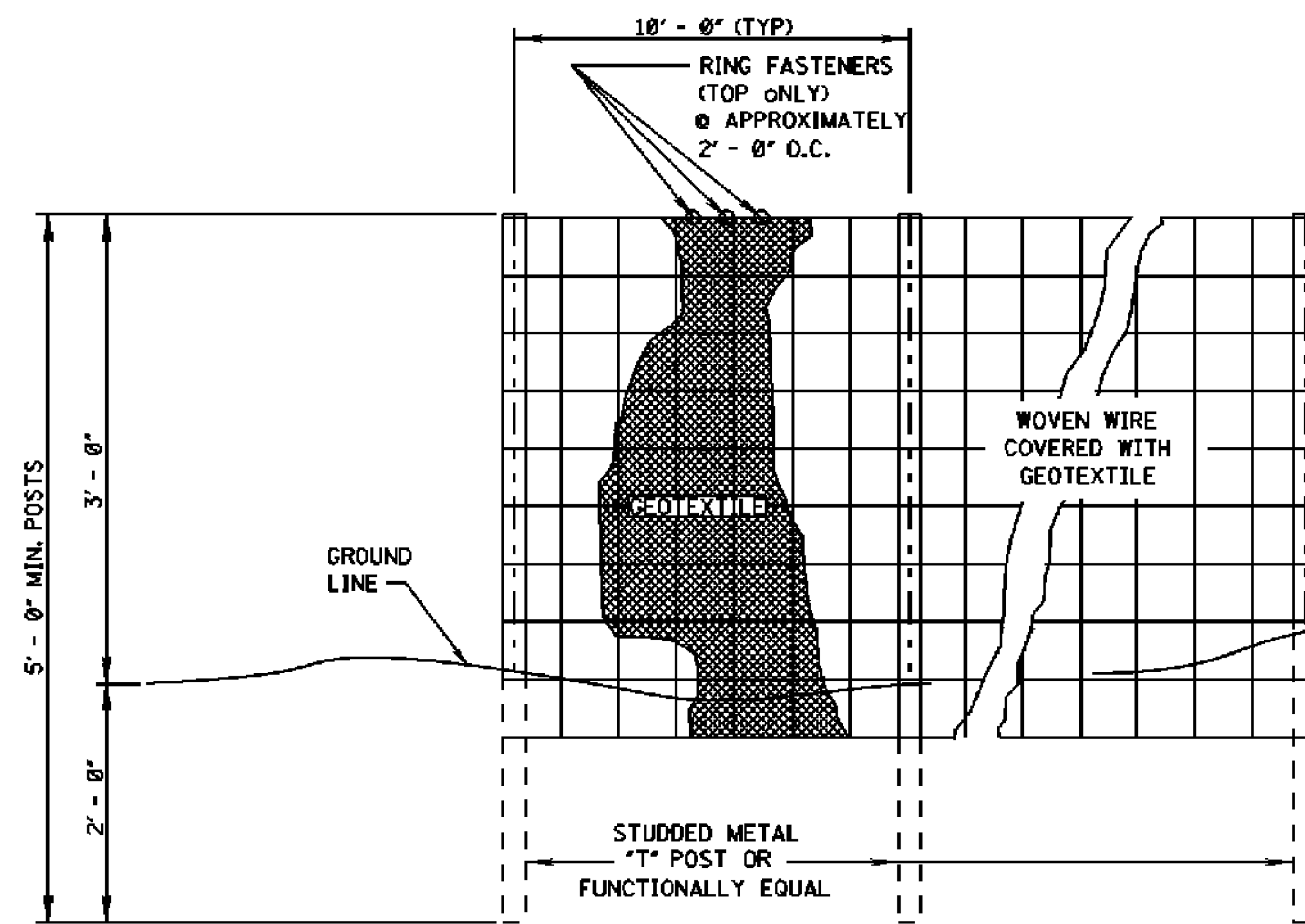


"SMILE-CONFIGURATION" SILT FENCE APPLICATION

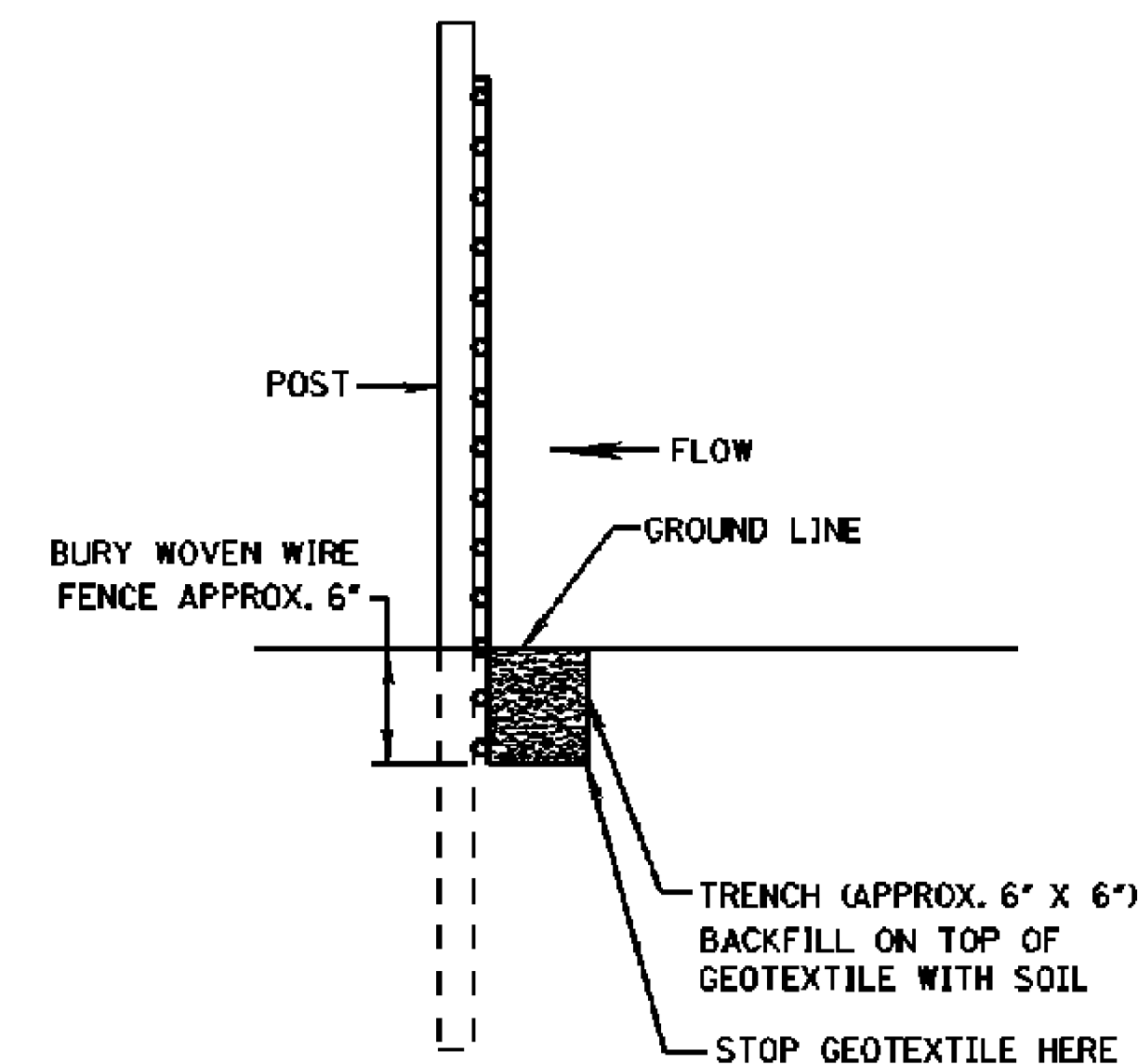


SILT FENCE SECTION AT TOE OF FILL

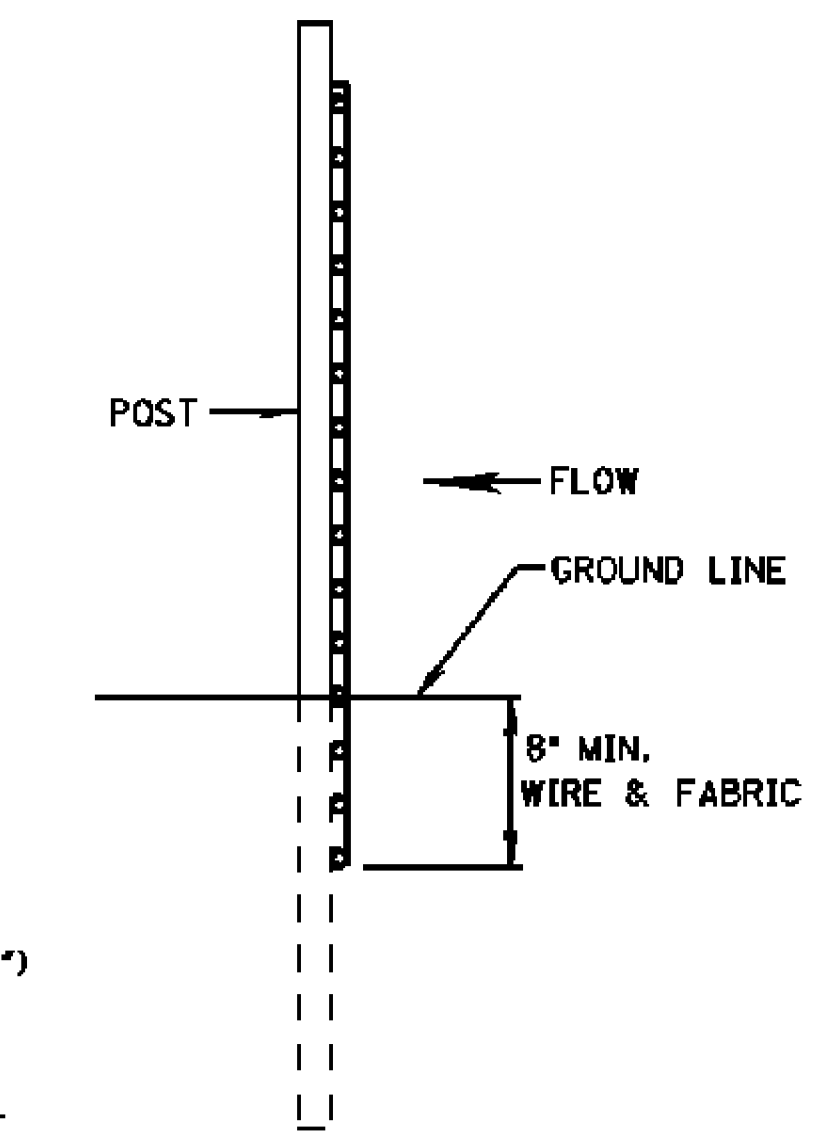
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ELEVATION VIEW



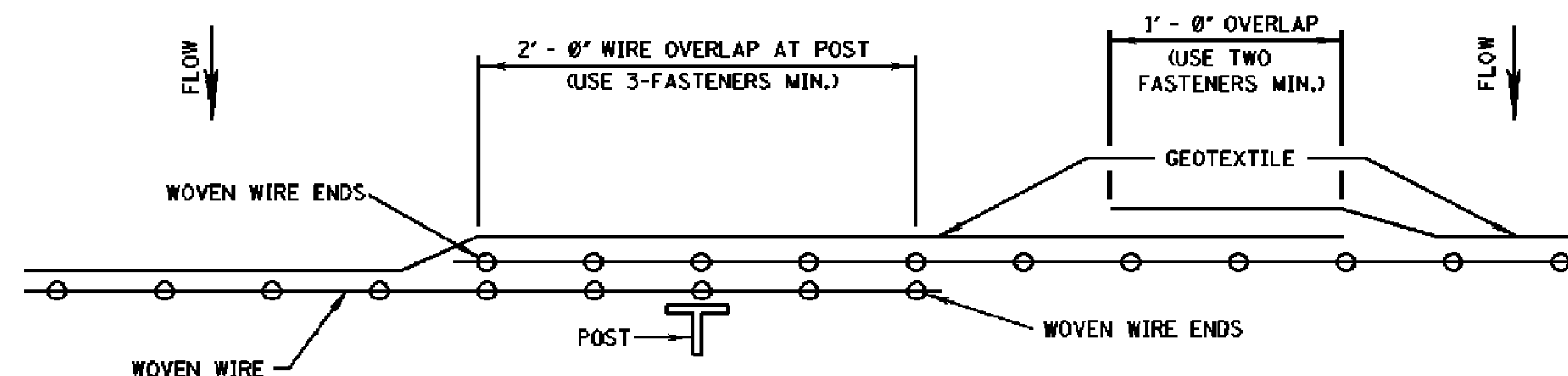
METHOD I



METHOD II
MECHANICAL INSTALLATION

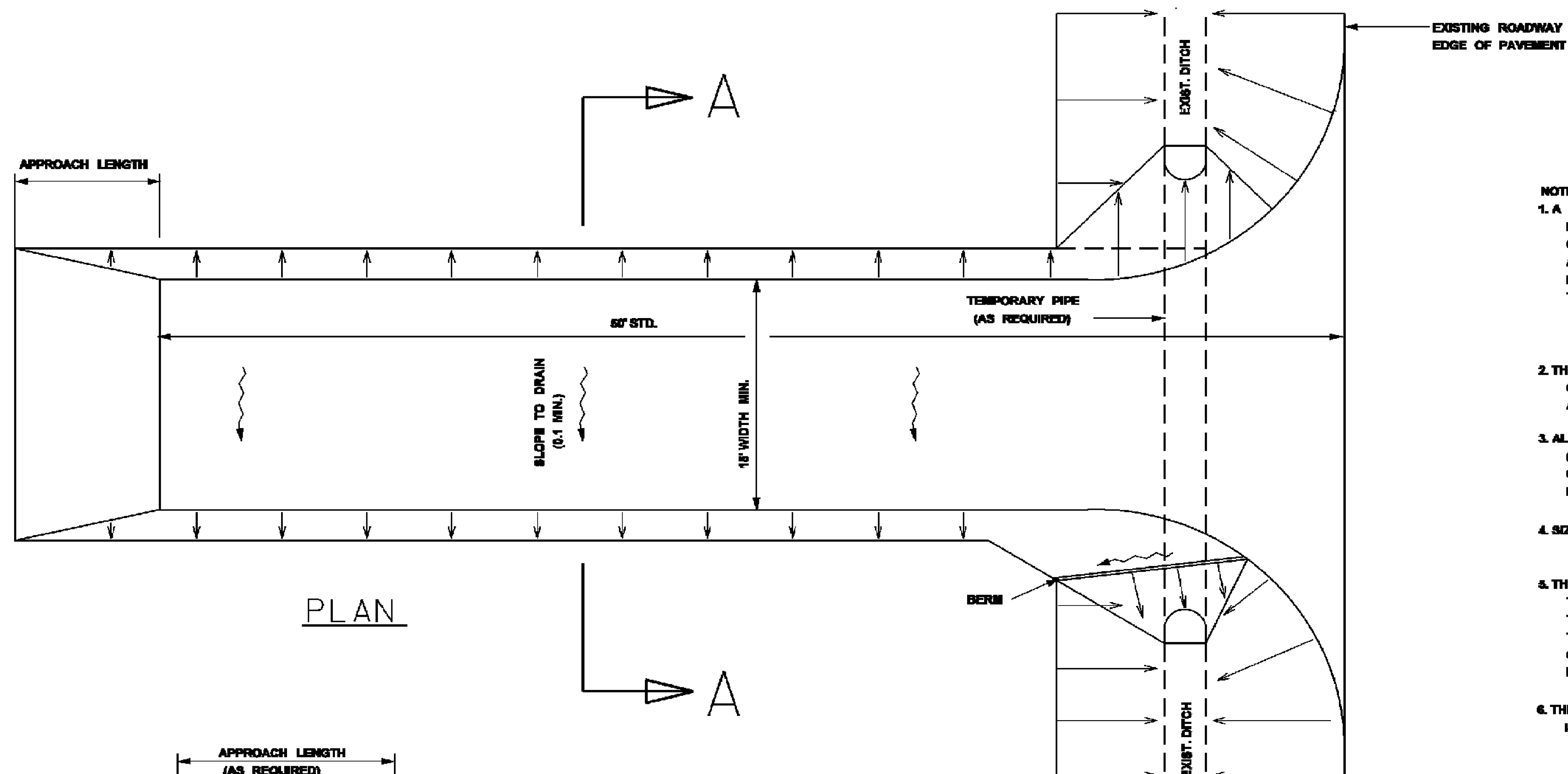
SIDE VIEW

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



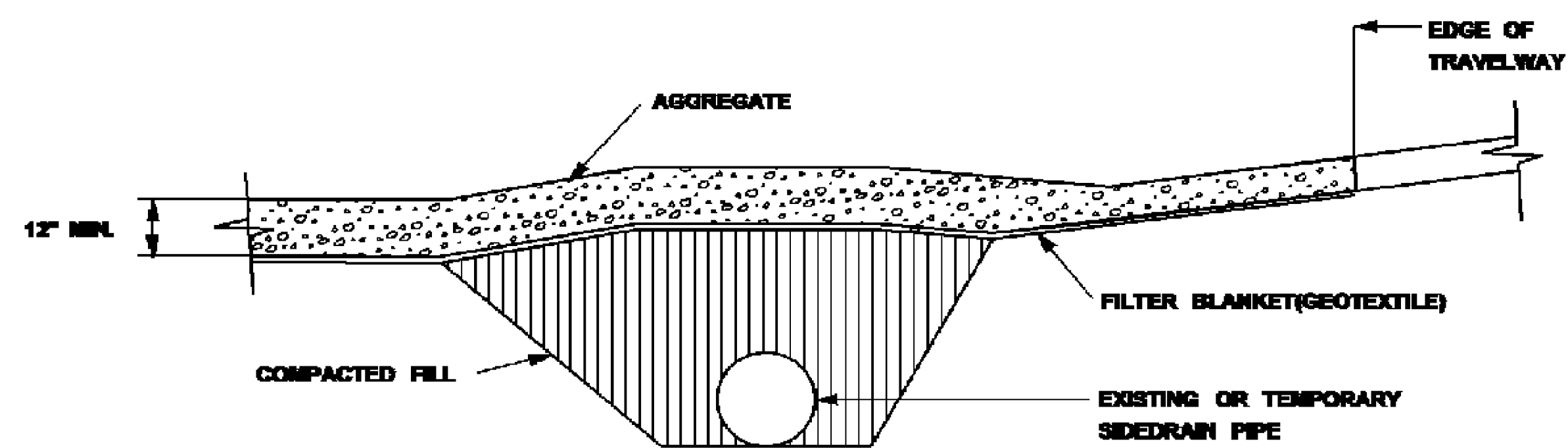
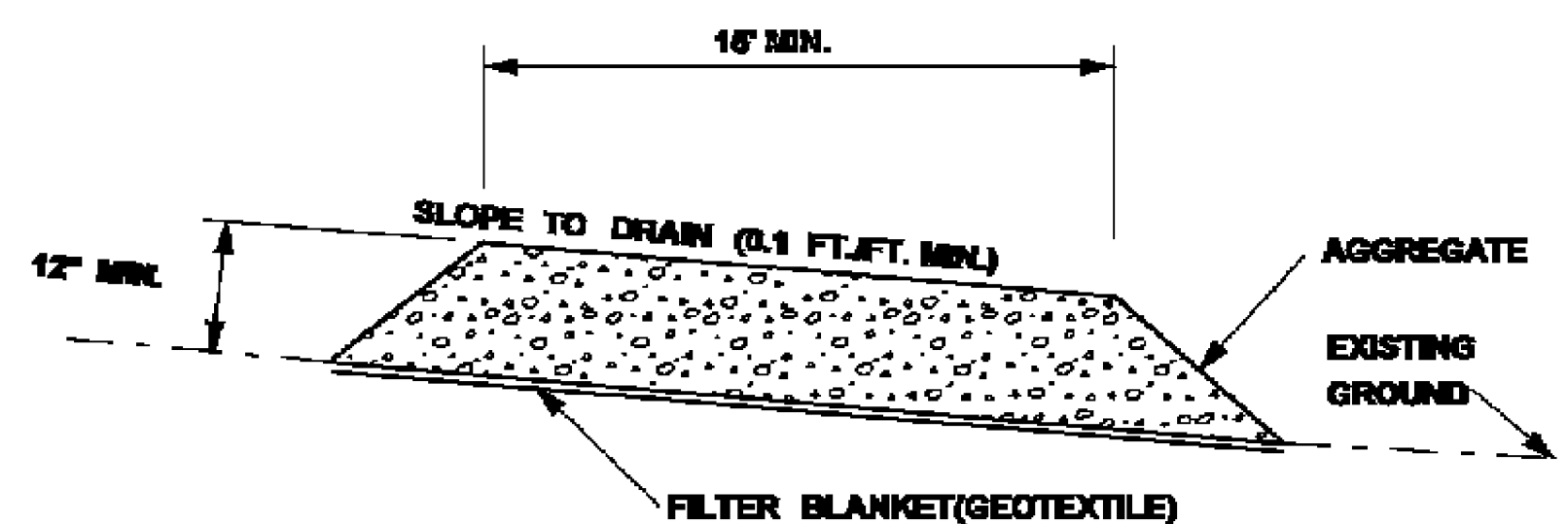
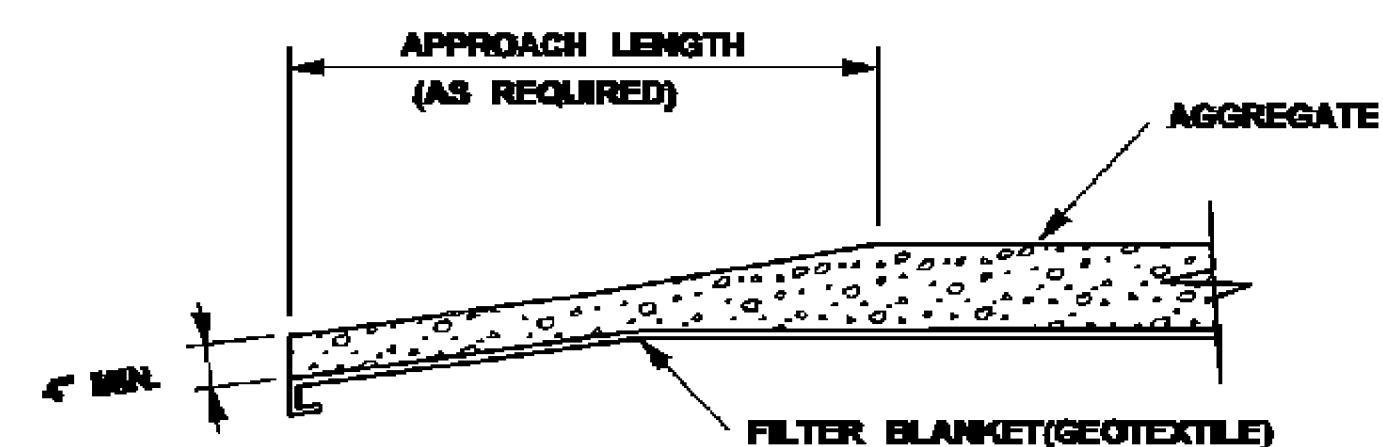
PLAN VIEW
REQUIRED LAPPING

MISSISSIPPI DEPARTMENT OF TRANSPORTATION			
DETAILS OF SILT FENCE INSTALLATION			
DATE	BY	REVISION	WORKING NUMBER
			ECD-3
FILENAME: EROSION CONTROL\ECD-3.DGN			SHEET NUMBER
DESIGN TEAM			8
CHECKED			DATE

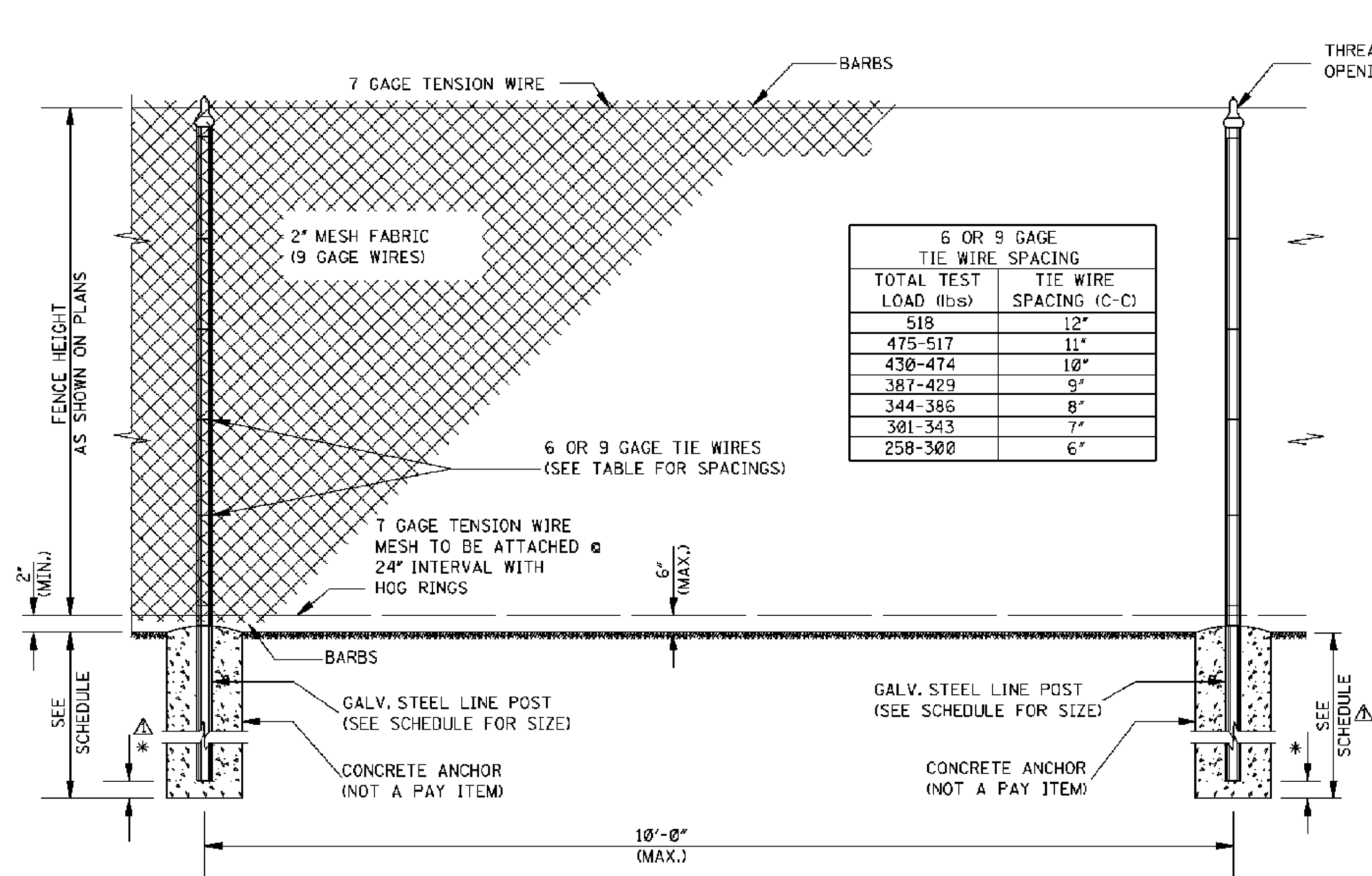


NOTES:

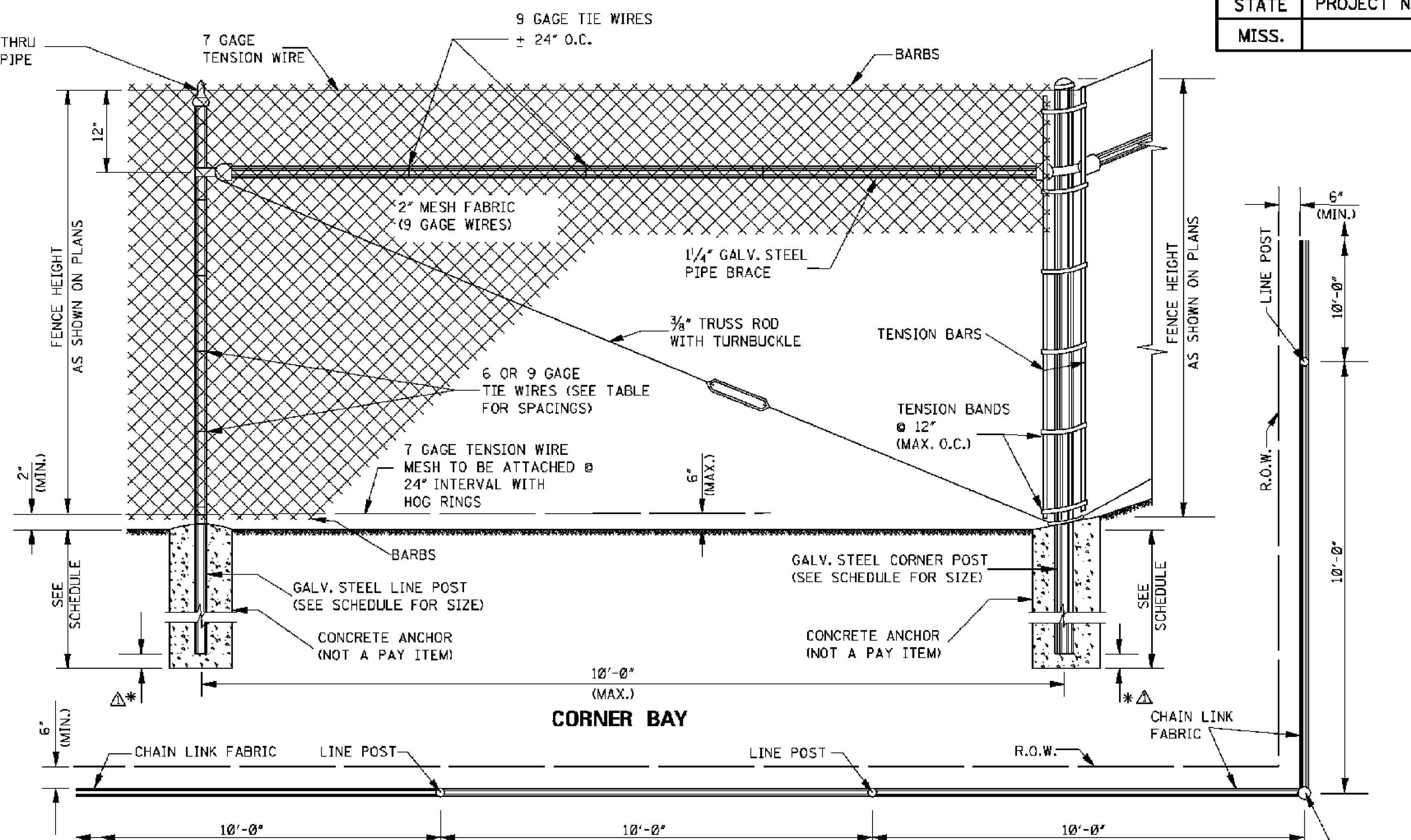
1. A STABILIZED CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED AT POINTS OF EGRESS FROM UNSTABILIZED AREAS OF THE PROJECT TO PUBLIC ROADS WHERE OFFSITE TRACKING OF MUD COULD OCCUR. TRAFFIC FROM UNSTABILIZED AREAS OF THE PROJECT SHALL BE DIRECTED THRU THE STABILIZED ENTRANCE. BARRIERS, FLAGGING, OR OTHER POSITIVE MEANS SHALL BE USED AS REQUIRED TO LIMIT AND DIRECT VEHICULAR EGRESS ACROSS THE STABILIZED ENTRANCE.
2. THE CONTRACTOR MAY PROPOSE AN ALTERNATIVE TECHNIQUE TO MINIMIZE OFFSITE TRACKING OF SEDIMENT. THE ALTERNATIVE MUST BE REVIEWED AND APPROVED BY THE ENGINEER PRIOR TO ITS USE.
3. ALL MATERIALS SPILLED, DROPPED, OR TRACKED ONTO PUBLIC ROADS (INCLUDING THE STABILIZED CONSTRUCTION ENTRANCE AGGREGATE AND CONSTRUCTION MUD) SHALL BE REMOVED DAILY, OR MORE FREQUENTLY IF SO DIRECTED BY THE ENGINEER.
4. SIZE 1 STABILIZER AGGREGATE SHALL BE USED.
5. THE STABILIZED CONSTRUCTION ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL ALLOW IT TO PERFORM ITS FUNCTION TO PREVENT OFFSITE TRACKING. THE STABILIZED CONSTRUCTION ENTRANCE SHALL BE RINSED WHEN NECESSARY TO MOVE ACCUMULATED MUD DOWNWARD THRU THE STONE. ADDITIONAL STABILIZATION OF THE VEHICULAR ROUTE LEADING TO THE STABILIZED ENTRANCE MAY BE REQUIRED TO LIMIT THE MUD TRACKED.
6. THE NOMINAL SIZE OF A STANDARD STABILIZED CONSTRUCTION ENTRANCE IS 16' X 60' UNLESS OTHERWISE SHOWN IN THE EROSION CONTROL PLAN.



MISSISSIPPI DEPARTMENT OF TRANSPORTATION			
STABILIZED CONSTRUCTION ENTRANCE			
DATE	DESIGN TEAM	CHECKED	DATE
BY	REVISION	WORKING NUMBER	
ECD-15		SHEET NUMBER	
9		DRAWING No: 1273-W003	



6 OR 9 GAGE TIE WIRE SPACING	
TOTAL TEST LOAD (lbs)	TIE WIRE SPACING (C-C)
518	12"
475-517	11"
430-474	10"
387-429	9"
344-386	8"
301-343	7"
258-300	6"



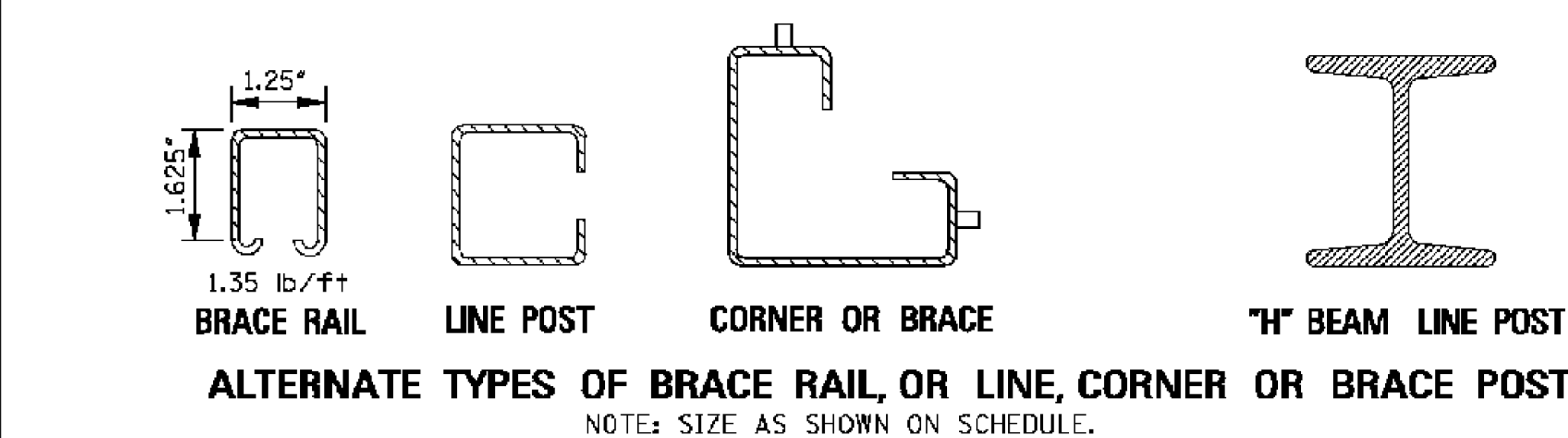
PLAN SHOWING PLACEMENT OF FENCE ALONG R.O.W.

△* = HOLE DEPTH - POST DEPTH

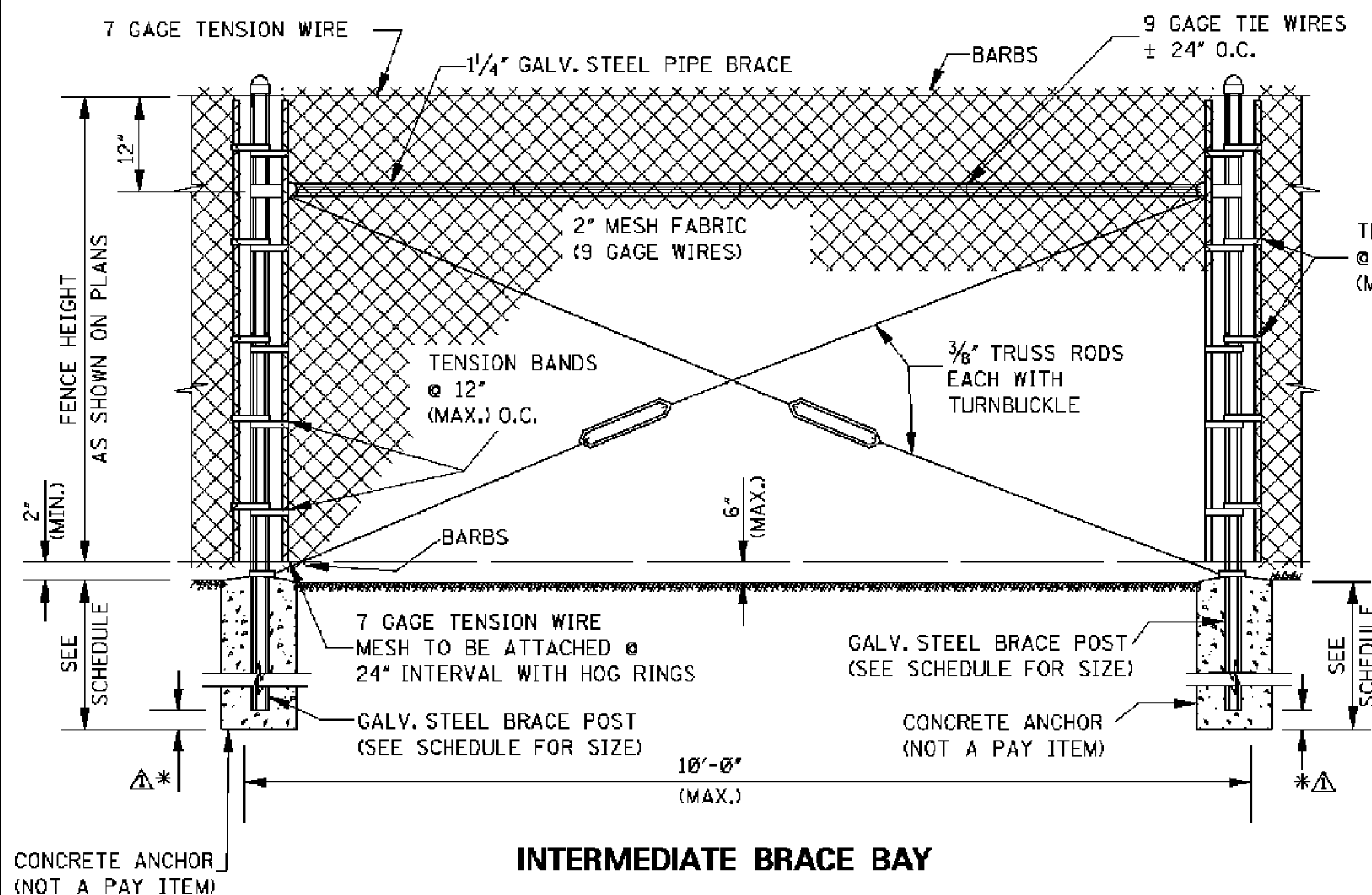
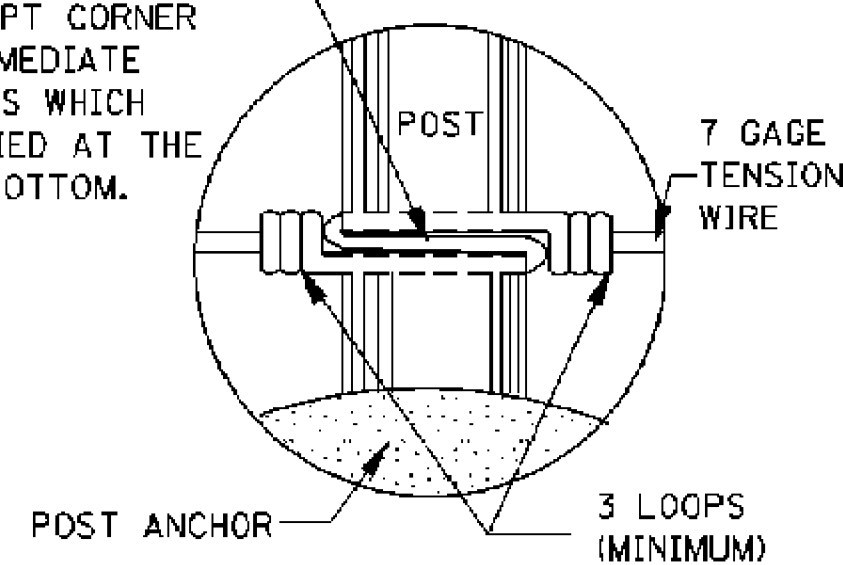
FENCE HEIGHT	POST TYPES	MINIMUM POST SIZE			MIN. ANCHOR SIZE		
		ROUND NPS (I.D.)	"H" BEAM SIZE	"C" BEAM SIZE	HOLE DIA.	HOLE DEPTH	POST DEPTH
LESS THAN 6'	LINE	1½"	2.250" X 1.625"	1.875" X 1.625"	7"	28"	22"
LESS THAN 6'	END, CORNER & BRACE	2"	-----	3.500" X 3.500"	10"	32"	28"
6' THRU 12'	LINE	2"	2.250" X 1.625"	2.250" X 1.700"	8"	38"	34"
6' THRU 12'	END, CORNER & BRACE	2½"	-----	3.500" X 3.500"	12"	44"	40"

GENERAL NOTES:

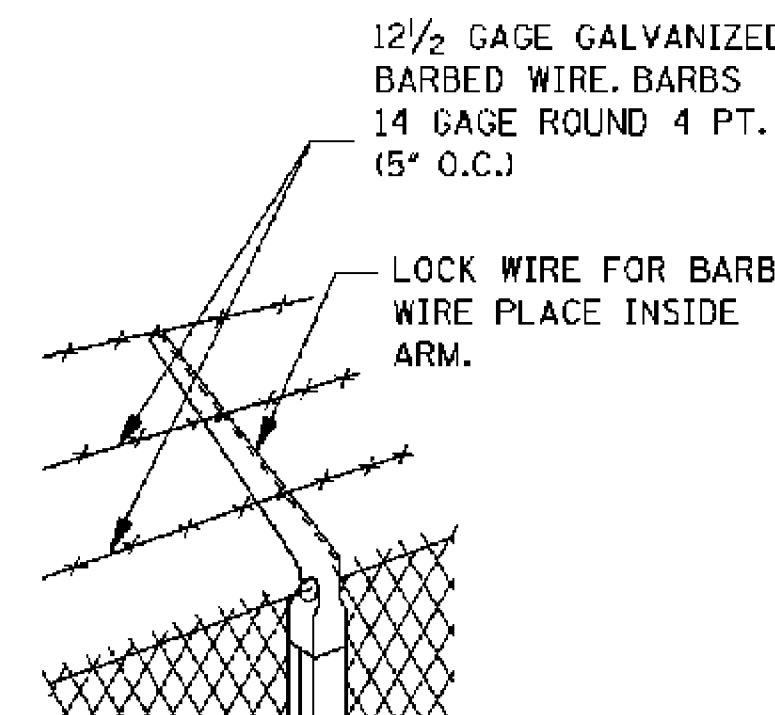
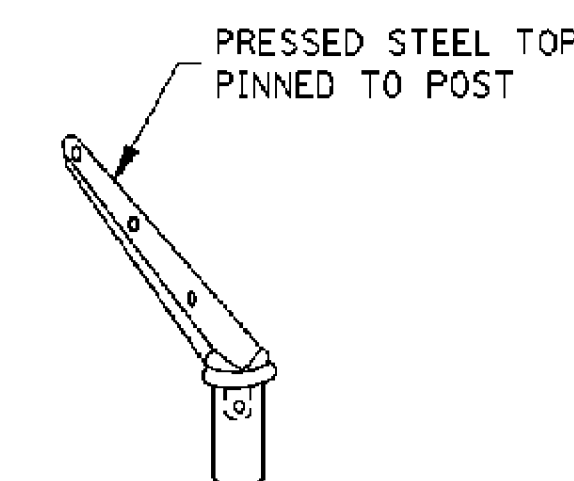
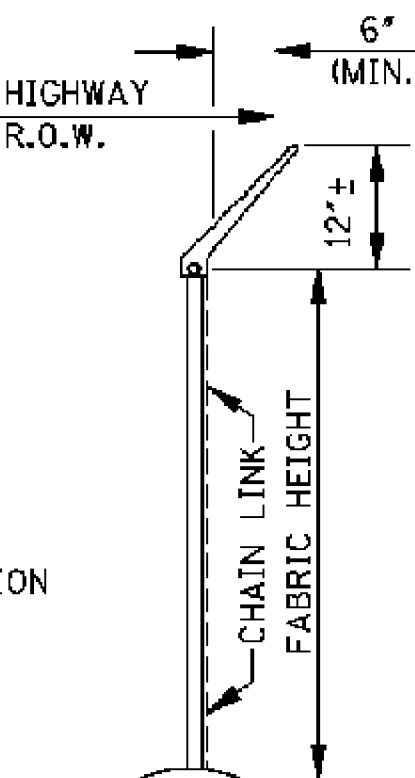
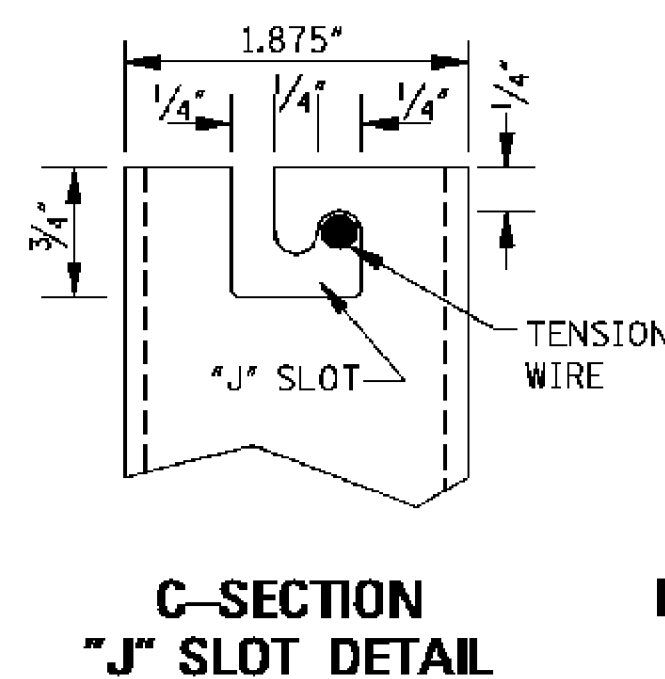
- PIPE SIZES SHOWN FOR POSTS, BRACES AND RAILS ARE NOMINAL INSIDE DIAMETERS. ALL POSTS, BRACES AND RAILS SHALL CONFORM TO THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.
- ¾" TRUSS RODS ARE NOT REQUIRED WHEN CONNECTING LESS THAN FOUR (4) PANEL LENGTHS TO STRUCTURES.
- THE FENCE SHALL BE GROUNDED IN ACCORDANCE WITH THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION SPECIFICATIONS. COST TO BE ABSORBED IN OTHER PAY ITEMS.
- MESH TO BE ATTACHED AT 24" INTERVALS TO TOP AND BOTTOM TENSION WIRE WITH HOG RINGS OR OTHER APPROVED METHODS.
- WHERE A C-SECTION POST, WITH A "J" SLOT IS PROVIDED AS THE LINE POST, THE "J" SLOT MAY BE USED TO ATTACH THE TENSION WIRE TO THE TOP OF THE POST IN LIEU OF A POST TOP.



WRAP 9 GAGE WIRE
1.5 LOOPS UNDER TENSION
AROUND POST AT BOTTOM
ONLY, EXCEPT CORNER
AND INTERMEDIATE
BRACE BAYS WHICH
WILL BE TIED AT THE
TOP AND BOTTOM.

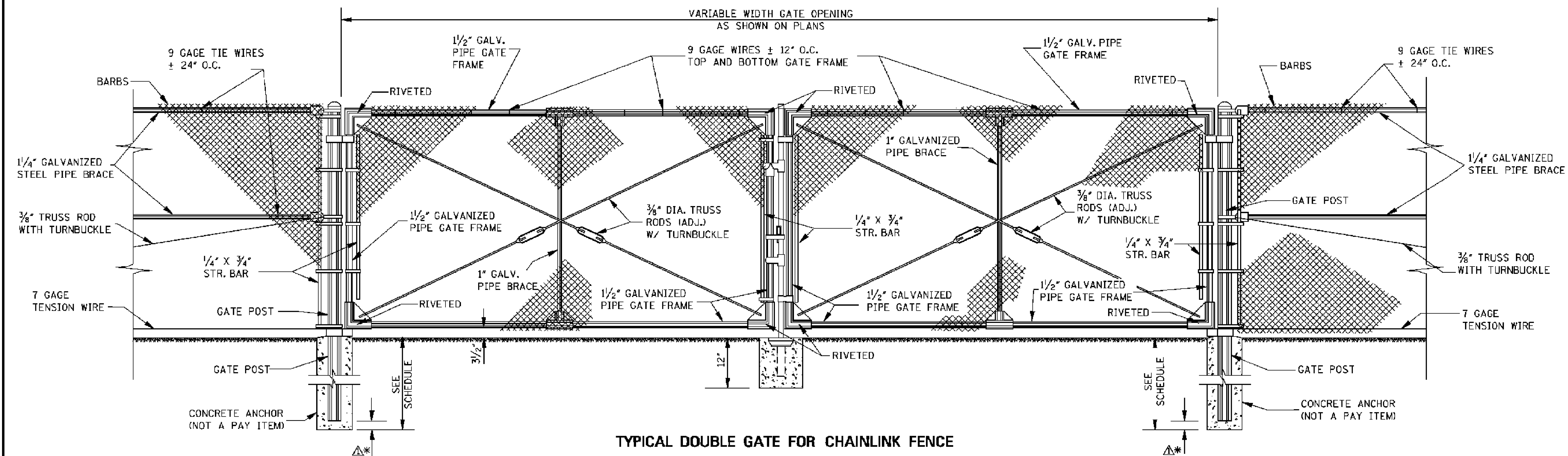
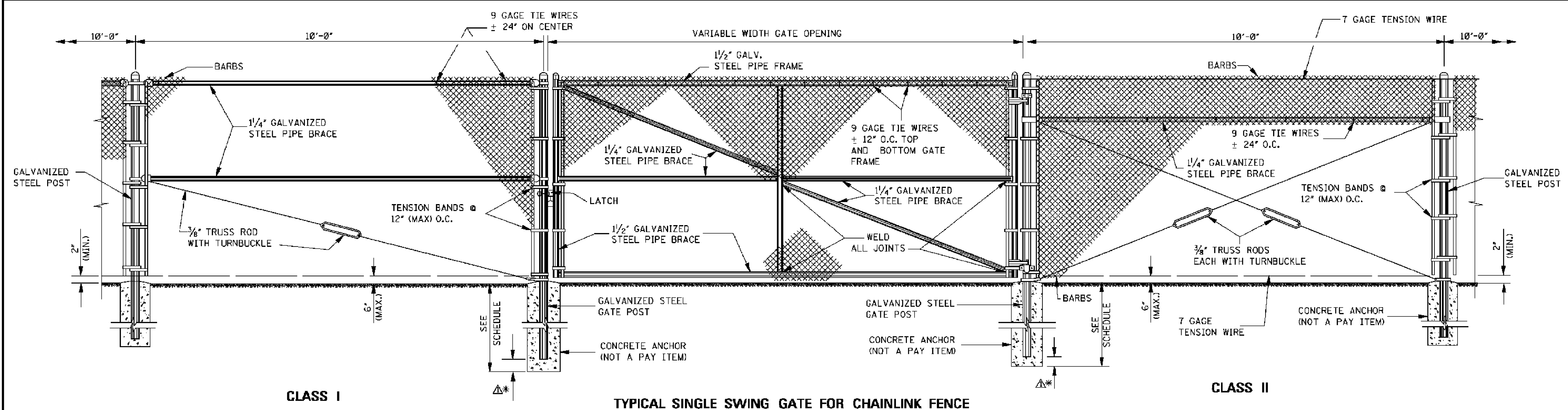


TENSION WIRE
TIE DETAILS

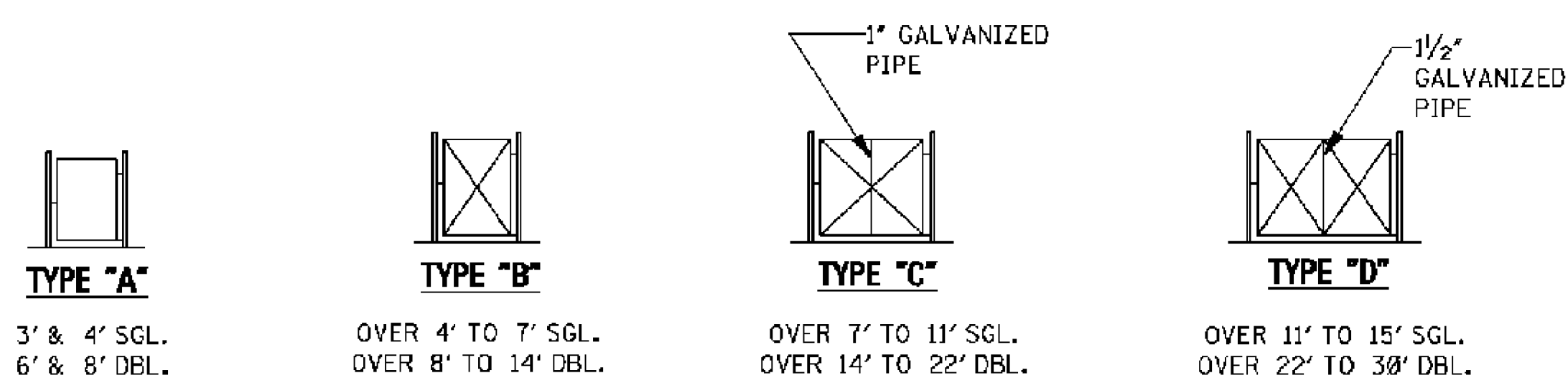


NOTE: ARMS WITH BARBED WIRE TO BE USED WHERE SHOWN ON PLANS.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
FENCE: CHAIN LINK CLASS II	
DATE	ISSUE DATE: OCTOBER 1, 1998
3-01-02 REVISION	BY
WORKING NUMBER CL-2	
SHEET NUMBER 163	

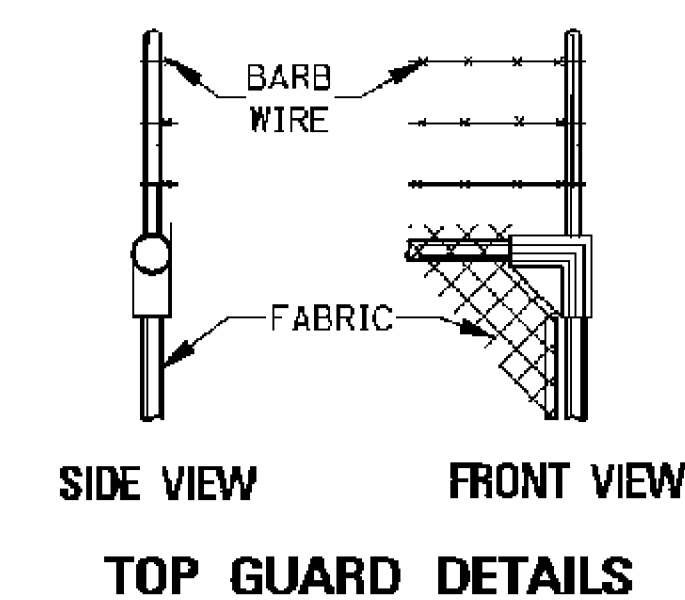


- GENERAL NOTES:
1. CHAIN LINK FENCE TO BE 2" MESH FABRIC (9 GAGE WIRES).
 2. PIPE SIZES SHOWN FOR POSTS, BRACES AND RAILS ARE NOMINAL INSIDE DIAMETERS. ALL POSTS, BRACES AND RAILS SHALL CONFORM TO THE REQUIREMENTS OF THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS.
 3. $\frac{3}{8}$ " TRUSS RODS NOT REQUIRED WHEN CONNECTING LESS THAN 4 PANELS LENGTHS TO STRUCTURES.
 4. MESH TO BE ATTACHED AT 24" INTERVALS TO TOP & BOTTOM TENSION WIRE WITH HOG RINGS OR OTHER APPROVED METHODS.
 5. THE FENCE SHALL BE GROUNDED IN ACCORDANCE WITH THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION SPECIFICATIONS. COST TO BE ABSORBED IN OTHER PAY ITEMS.



TYPICAL FRAMEWORK SHOWING NUMBER OF BAYS IN GATE

△* = HOLE DEPTH - POST DEPTH						
POST SCHEDULE						
GATE OPENING	POST TYPE & MIN. SIZE			MIN. ANCHOR SIZE		
	ROUND		C" BEAM	HOLE DIA.	HOLE DEPTH	POST DEPTH
	SIZE (NPS)		SIZE			
UP TO 6' SINGLE UP TO 12' DOUBLE	2½"		3.50" X 3.50"	12"	40"	34"
OVER 6' TO 13' SINGLE OVER 12' TO 26' DOUBLE	3½"			14"	42"	34"
OVER 13' TO 18' SINGLE OVER 26' TO 36' DOUBLE	6"			16"	46"	40"



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SPECIFICATIONS AND CONTRACT DOCUMENTS

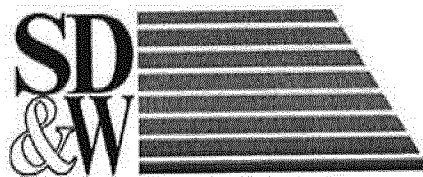
FOR

**500,000 GALLON ELEVATED WATER TANK
ALONG
U.S. HIGHWAY 98**

FOR THE

**CITY OF HATTIESBURG
LAMAR COUNTY
MISSISSIPPI**

JANUARY 2012



PREPARED BY:

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

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ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, Mississippi, will receive sealed bids until **10:00 a.m. on March 29, 2012** in the City Clerks Office in the City Hall of said City for furnishing the City's requirements for the following:

**500,000 GALLON ELEVATED WATER TANK
ALONG
U.S. HIGHWAY 98
HATTIESBURG, MISSISSIPPI**

Plans, Specifications and proposal forms may be obtained from Shows, Dearman & Waits, Inc., P. O. Box 1711, 301 Second Avenue, Hattiesburg, Mississippi, 39403, upon deposit of \$150.00, non-refundable. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashiers check or a bid bond written by a company properly licensed in Mississippi.

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

BID:

**500,000 GALLON ELEVATED WATER TANK
ALONG
U.S. HIGHWAY 98
HATTIESBURG, MISSISSIPPI**

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

PUBLISHED by Order of the Council on the 21st day of February A.D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Eddie R. Myers, City Clerk

Publish on 2-24 and 3-2
City of Hattiesburg
Return PROOF to City Clerk's Office
PO Box 1898
Hattiesburg, MS 39403-1898

INFORMATION FOR BIDDERS

BIDS will be received by CITY OF HATTIESBURG, MISSISSIPPI herein called the "OWNER", at City Hall until 10:00 a.m. on March 29, 2012, and then at said office publicly opened and read aloud.

Each BID must be submitted in sealed envelope, addressed to City of Hattiesburg. Each sealed envelope containing a BID must be plainly marked on the outside as BID for **500,000 GALLON ELEVATED WATER TANK ALONG U.S. HIGHWAY 98** and the envelope should bear on the outside the BIDDER'S name, address, and license number if applicable, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed addressed to the Owner at P. O. Box 1898, Hattiesburg, MS 39403.

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

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

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

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

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

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsive, responsible BIDDERS. When the Agreement is executed the BONDS of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be

returned. A certified check may be used in lieu of a BID BOND.

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

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

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

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

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

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

A conditional or qualified BID will not be accepted.

Award will be made to the lowest responsible BIDDER.

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

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

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

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

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

PROPOSAL FORM

I (we) agree to begin work within (10) calendar days after the issuance of Work Order, and to complete the work within 225 calendar days thereafter.

It is understood that the quantities of work listed for unit prices bid are approximate, and are intended to merely indicate the general scope of the various items entering into the complete work. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the Proposal to an extent equivalent to 30% of the bid price (in dollars) and that no change in the unit prices proposed shall be occasioned thereby.

The undersigned further agrees that the unit and lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

The undersigned understands the City of Hattiesburg to choose any Alternate Bid Package. The Contract shall be awarded to the low bidder in the Alternate selected by the Owner.

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

If within thirty (30) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within seven (7) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,

Name of Firm or Bidder

By: _____

ADDRESS

BID:
500,000 GALLON ELEVATED WATER TANK ALONG U.S. HIGHWAY 98
CITY OF HATTIESBURG

Item No.	Item	Quantity	Unit	Price	Amount
1	500,000 Gallon Elevated Tank	1	L.S.		
2	12" Ductile Iron Water Main, Class 350	100	L.F.		
3	8" Ductile Iron Water Main, Class 350	240	L.F.		
4	Fire Hydrant with Appurtenances	2	EACH		
5	Fencing including Gates	382	L.F.		
6	Tank Painting	1	L.S.		
7	Site Work	1	L.S.		
8	Access Road	1	L.S.		
9	Erosion Control	1	L.S.		
10	Overflow Inlet & Piping	1	L.S.		
11	Relocation of Utility	1	L.S.		
				TOTAL BID	

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the undersigned, Principal, and _____ as Surety, are hereby held and firmly bound unto _____ as Owner in the penal sum of _____ for payment of which, well and truly made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20__.

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

500,000 GALLON ELEVATED WATER TANK
ALONG
U.S. HIGHWAY 98

NOW, THEREFORE,

(a) If said BID shall be rejected, or

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

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

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

_____(L.S.)
PRINCIPAL

SURETY

BY: _____

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

CONTRACT AGREEMENT

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

ARTICLE 1: SCOPE OF WORK

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

500,000 GALLON ELEVATED WATER TANK ALONG U.S. HIGHWAY 98

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

ARTICLE 2: THE CONTRACT SUM

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

ARTICLE 3: TIME OF COMPLETION

The Contractor agrees, for the consideration above expressed, to begin and complete the work within the time specified in the Proposal. If the Contractor fails to complete the work in the time specified, he shall pay the OWNER as **liquidated damages**, ascertained and agreed, and not in the nature of a penalty, the sum of \$ **1000.00** for each day delayed, which shall be deducted from the final amount to be paid under the contract; provided that the extension of time with the waiver of liquidation damages may be granted as provided for in the Specifications.

ARTICLE 4: PROGRESS PAYMENTS

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

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

The OWNER agrees to pay the CONTRACTOR 100% of the value of the work done each month, less ten percent (10%) retainage until final acceptance of the work has been made).

ARTICLE 5: ACCEPTANCE AND FINAL PAYMENT

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

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

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

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

ARTICLE 6: THE PERFORMANCE BOND

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

ARTICLE 7 INSURANCE

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

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

OWNERS:

City of Hattiesburg

SEAL

BY _____

Title _____

ATTEST _____

CONTRACTOR

SEAL

BY _____

Title _____

ATTEST _____

PAYMENT AND PERFORMANCE BOND

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

The Condition of this obligation is such that; whereas Principal by an instrument in writing attached hereto and bearing date of _____ has agreed with said Obligee to do all work necessary and to furnish labor, materials, tools, supplies and services to construct 500,000 GALLON ELEVATED WATER TANK ALONG U.S. HIGHWAY 98 as shown on Plans and specified thereby in the Specifications, Proposal and other Contract Documents hereto attached.

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

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

PROVIDED FURTHER, that if Principal, or his, or its subcontractor or subcontractors fail to duly pay for any labor, materials, team hire, sustenance provisions or any other supplies or

materials used or consumed by such Principal or his, their or its subcontractors in performance of the work contracted to be done, the Surety will pay the same in any amount not exceeding the sum specified in the bond, together with interest as provided by law.

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

(SEAL)

WITNESSES:

WITNESSES:

Title

PRINCIPAL

ADDRESS

Name of person executing for Principal

Title

SURETY

ADDRESS

Name of person executing for Surety

NOTICE OF AWARD

TO: _____

Project: **500,000 GALLON ELEVATED WATER TANK ALONG U.S. HIGHWAY 98**

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

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

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

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

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

Dated this _____ day of _____, 20____.

City of Hattiesburg _____
OWNER

By: _____
Title: Mayor _____

ACCEPTANCE OF NOTICE

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

Title: _____

NOTICE TO PROCEED

TO: _____ DATE: _____

Project: 500,000 GALLON ELEVATED WATER TANK ALONG U.S. HIGHWAY 98

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20__ on or before _____, 20__, and you are to complete the WORK within 225 consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 20__.

CITY OF HATTIESBURG
OWNER

BY: _____

TITLE: Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

_____ this the __ day of _____, 20__.

Title: _____

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

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

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

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

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

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

APPROVAL: Accept as satisfactory.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSTRUCTION OBSERVER

RESIDENT INSPECTOR

CONSTRUCTION INSPECTOR

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2 - PRELIMINARY MATTERS:

AWARD:

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

EXECUTION OF AGREEMENT:

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

FORFEITURE OF BID SECURITY:

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

CONTRACTOR'S PRE-START REPRESENTATIONS:

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

Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

COMMENCEMENT OF CONTRACT TIME:

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

STARTING THE PROJECT:

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

BEFORE STARTING CONSTRUCTION:

2.7 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error or discrepancy which he may discover; however, he shall be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Drawings or Specifications.

SCHEDULE OF COMPLETION:

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

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

QUALIFICATION OF SUBCONTRACTORS MATERIALMEN AND SUPPLIERS:

2.10 Within ten (10) working days after bid opening, the CONTRACTOR will (if required) submit to the OWNER and the ENGINEER for acceptance a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of material or

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

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

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

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

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

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

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

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

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

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

Availability of Lands

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

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

Subsurface Conditions:

4.3 The CONTRACTOR acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the grounds, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The CONTRACTOR further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably

ascertainable from an inspection of the site, including all exploratory work done on behalf of the OWNER on the site or any contiguous site, as well as from information presented by the Drawings and Specifications made a part of this Contract, or any other information made available to him prior to receipt of Bids. Any failure by the CONTRACTOR to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work. The OWNER assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the OWNER.

Differing Site Conditions

4.4 (a) The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the OWNER in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. The OWNER shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

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

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

ARTICLE 5 - BONDS AND INSURANCE:

Performance and Payment Bonds:

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

Contractor's Liability Insurance:

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

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

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

Owner's Liability Insurance

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

Fire and Extended Coverage Insurance (Builders' Risk):

5.5 The CONTRACTOR shall maintain, as applicable, in an Insurance Company or Insurance Companies acceptable to the OWNER, Fire, Extended Coverage and Vandalism & Malicious Mischief Insurance on buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract. The amount of insurance must at all times be at least equal to the actual cash value of the insured property. The policy shall be in the name of the OWNER and the CONTRACTOR, as their interests may appear, and shall also cover the interests of all Subcontractors performing work.

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

Cancellation and Re-Insurance:

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

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES:

Supervision and Superintendence:

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

Labor, Materials and Equipment:

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

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

6.4 All materials and equipment will be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.

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

Materials, Equipment, Products and Substitutions:

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

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

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

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

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

6.6.5 No materials or supplies for the Work shall be purchased by the CONTRACTOR or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that he has good title to all materials and supplies used by him in the Work.

Concerning Subcontractors:

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

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

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

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

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

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

6.12.1 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the Contract Documents.

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

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

Patent Fees and Royalties:

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

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

Permits:

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

Laws and Regulations:

6.16 The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he will give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the CONTRACTOR

performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the ENGINEER, he will bear all costs arising therefrom; however, it shall not be his primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Taxes:

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

Record Drawings:

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

Safety and Protection:

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

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

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

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

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

Emergencies:

6.21 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved. If the CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase

in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

Shop Drawing and Samples:

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

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

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

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

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

6.27 The ENGINEER'S review of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the ENGINEER'S attention to such deviation at the time

of submission and the ENGINEER has given written approval to the specific deviation, nor shall any review by the ENGINEER relieve the CONTRACTOR from responsibility for errors or omission in the Shop Drawings.

Cleaning Up:

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

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

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

Public Convenience and Safety:

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

Sanitary Provisions:

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

Indemnification:

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

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

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

Responsibility for Connecting to Existing Work:

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

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

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

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

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

Cooperation with Governmental Departments, Public Utilities, Etc:

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

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

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

Use of Premises:

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

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

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

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

Protection of Existing Property Improvements:

6.40 Any existing surface or subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings or structures (including portions thereof), trees, and shrubbery not indicated on

the Drawings or noted in the Specifications as being removed or altered shall be protected from damage during construction of the Project. Any such improvements damaged during construction of the Project shall be restored to a condition equal to that existing at time of award of Contract.

Temporary Heat:

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

ARTICLE 7 - WORK BY OTHERS:

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

7.2 If any part of the CONTRACTOR'S work depends for proper execution or results upon the work of any such other CONTRACTOR (or the OWNER), the CONTRACTOR will promptly report to the ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.

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

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

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

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

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

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

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

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

ARTICLE 8 - OWNER'S RESPONSIBILITIES:

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

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

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

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

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

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

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

8.8 The OWNER shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or any portion thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the Work, the CONTRACTOR shall be entitled to such extra compensation or extension of time or both, except by prior agreement, as the ENGINEER may determine. See paragraph 14.11.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION:

Owner's Representative:

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

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

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

Visits to Site:

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

Clarifications and Interpretations:

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

Measurement of Quantities:

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

Rejecting Defective Work:

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

Shop Drawings, Change Orders and Payments:

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

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

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

Resident Project Representative:

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

Decisions on Disagreements:

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

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

Limitations on Engineer's Responsibilities:

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

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

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

ARTICLE 10 - CHANGES IN THE WORK:

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

10.2 The ENGINEER may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefor as provided in Articles 11 and 12.

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

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

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

ARTICLE 11 - CHANGE OF CONTRACT PRICE:

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

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

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;

- (3) In the Owner-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

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

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

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

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

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

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

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

11.3.2 By negotiated lump sum.

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

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

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

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

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

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

11.4.5 Supplemental costs including the following:

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

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

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

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

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

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

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

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

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

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

11.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals, (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 11.4.1 -- all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.

11.5.2 Expenses of CONTRACTOR'S principal and branch offices other than his office at the site.

11.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR'S for delinquent payments.

11.5.4 Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provide in subparagraph 11.4.5.9.)

11.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.6 The CONTRACTOR'S Fee which shall be allowed to CONTRACTOR for his overhead and profit shall be determined as follows;

11.6.1 A mutually acceptable firm fixed price; or if none can be agreed upon,

11.6.2. A mutually acceptable fixed fee based on the estimate of the various portions of the Cost of the Work.

11.7 The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the net shall be computed to include overhead and profit, identified separately, for both additions and credits.

11.8 Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will submit in form prescribed by ENGINEER an itemized cost breakdown together with supporting data.

11.9 Allowances: It is understood that the CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such materialmen, suppliers, or Subcontractors and for such sums within the limit of the allowances as the ENGINEER may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. The CONTRACTOR agrees that the original Contract Price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

11.9.1 These allowances shall cover the cost to the CONTRACTOR less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.

11.9.2. The CONTRACTOR'S costs for unloading and handling on site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Price and not in the allowance.

11.9.3 Whenever the cost, as described in 11.9.1 above, is more than or less than the allowance, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses, except that whenever unit price allowances are stipulated for brick, the Change Order will not include any cost as described in 11.5 above.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME:

12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER and ENGINEER within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefor as provided in paragraph 12.1. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by OWNER, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of the Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either parties.

12.4 No claim for delay shall be allowed because of failure to furnish Drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

12.5 This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

ARTICLE 13 - GUARANTY:

13.1 The CONTRACTOR shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of

SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs or adjustments, in the Work that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

ARTICLE 14 - PAYMENTS AND COMPLETION:

Payments to Contractors:

14.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within 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.

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.

MULTI-COLUMN ELEVATED WATER STORAGE TANK

Payment for installation of Elevated Water Tank shall include all labor, materials and equipment necessary for the design, fabrication, construction, testing and other miscellaneous items as required to provide an operational water tank, including obstruction light and wiring. Shall be paid for per each.

DUCTILE IRON WATER LINE, CLASS 350

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, 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.

FIRE HYDRANT WITH APPURTENANCES

Payment for installation of fire hydrant with appurtenance shall include furnishing fire hydrant, gate valve, piping, trenching, excavating, compaction of backfill, blocking, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing, flushing and related items not specifically covered under other pay items. Pay shall be determined per each to include fire hydrant, tees, gate valve, pipe and other miscellaneous items as required to provide an operational hydrant.

FENCE INCLUDING GATES

Payment for installation of fence shall include furnishing and installation of concrete, post, wire, bracing, tie's, barb wire, fasteners, gates and other miscellaneous items as required to provide an operational fence. Shall be paid for per linear foot. Not including gates.

TANK PAINTING

Payment for painting work shall include cleaning, abrasive blast cleaning, priming, painting of all interior and exterior steel surfaces, lettering and disinfection of the tank after coating. Shall be paid for lump sum.

SITE WORK

Payment for site work shall include clearing and grubbing, grading, debris removal and other miscellaneous items as required to provide a well drained site free of debris. Shall be paid for lump sum.

ACCESS ROAD

Payment for installation of access road shall include clearing and grubbing, grading, drainage pipe, placement of crushed stone, and other miscellaneous items as required to provide a functional access road with good drainage. Shall be paid for lump sum.

EROSION CONTROL

Payment for installation of erosion control shall include silt fence, hay check dams, grassing, fertilizing, and other miscellaneous items required to meet conditions specified herein. Shall be paid for lump sum.

GATE VALVES

Payment for installation of gate valves shall include furnishing valves, valve boxes, trenching, excavating, compaction of backfill, blocking, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing, flushing and related items not specifically covered under other pay items as depicted on the construction plans. Pay shall be determined per each.

OVERFLOW INLET & PIPING

Payment for installation of overflow inlet and piping shall include concrete box with grate, piping, casing and connection to existing box and other miscellaneous items as required to provide a functional overflow. Shall be paid for Lump Sum.

RELOCATION OF UTILITY

Payment for relocation of utility shall include fittings and piping as required to relocate existing fire hydrant as shown on construction plans. Shall be paid for Lump Sum.

TECHNICAL SPECIFICATIONS

The following Technical Specifications shall apply to solely the roadway portion of the project.

The **TECHNICAL SPECIFICATIONS** for the project is the “Mississippi Standard Specifications for Road and Bridge Construction, 2004 Edition. Any reference to Unit Prices shall be deleted. Director, Chief Engineer, Project Engineer, etc. shall mean the City of Hattiesburg or it’s duly authorized representative.

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/A/21.10, 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

<u>Nominal Size</u> <u>(Sieves w/Square Openings)</u>	<u>Percent Passing by Weight</u>
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 not water in bell holes at the time of coupling pipe. All costs of equipment, labor, and materials required for dewatering shall be included in the bid price.

F. Bedding: The Contractor shall satisfactorily shape the trench area (to specified line, grade and cross section) to receive bedding material. The bottom of the trench shall be undisturbed soil. Should the Contractor over excavate the trench without direction from the Engineer, the trench shall be brought up to grade with select backfill and compacted to at least 90% of maximum laboratory density as measured by AASHTO T 99. Such additional work and materials for over excavation without direction of the Engineer shall be at the expense of the Contractor.

Holes for the bells shall be provided at each joint in the 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.

Compaction tests for water pipe related work shall not be less than as follows:

(Number of Compaction Tests)

AASHTO T-99 AASHTO T-191
or
ASTM D 2922

Stabilization Material	1	One per 100 CY
Bedding Material	2	One per 600 LF
Tamped Backfill	2	One per 600 LF

HYDROSTATIC TESTING:

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:

$$L = \frac{SD}{133,200} P$$

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 a solution of chlorine of 50mg/l for 24 hours in such manner as to meet the requirements of the State Board of Health.

At least two (2) samples of chlorine free water, taken from each section shall be submitted to the State Board of Health for examination to determine if the system is free from organisms of the Coli-Aerogenes group. If such samples are not negative from organisms of the Coli-Aerogenes group, the system shall be disinfected and reinfected 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.

FIRE HYDRANT

GENERAL: Fire Hydrants shall comply in all respects with AWWA Standard C-502, latest revision and shall be M & H or approved equal. Fire Hydrants shall be of the compression type, with the main valve opening against the pressure and closing with the pressure. The main valve opening shall be 4 1/2", 5 1/4" or 6 1/4" in diameter. Fire hydrant shall be of a dry barrel, dry top design. The main valve on the hydrant shall remain closed, should the hydrant nozzle section be broken off by a traffic accident. The nozzle section shall consist of two (2) hose nozzles and one (1) pumper nozzle or other as specified.

RATING: Fire hydrants shall be rated at 150 PSI water working pressure, tested at 300 pounds hydrostatic for structural soundness in the following manner: 300 pounds hydrostatic test supplied from the inlet side, first with the main valve closed for the testing of the valve seat; second, with the main valve open for testing of the drain valves and the hydrant barrel. Testing to be completed in accordance with AWWA C-502.

END CONFIGURATIONS: Hydrants shall be connected to the main by a 4", 6", or 8" mechanical joint, flange shoe, A.C. or hub shoe. Mechanical joint shoes, A.C. and hub shoes shall be fitted with strapping lugs.

DESIGN: The main valve seat of the hydrant shall be made of rubber and be supported by a one-piece bronze top plate and drain valve mechanism and bottom plate. The bottom stem threads of the main valve rod shall be fitted with a cast iron cap nut (epoxy coated, optional), suitable for sealing the threads from the water. Drain valves shall be faced with rubber.

Changes in size or shape of the waterway shall be accomplished by means of easy curves. Exclusive of the main valve opening, the net area of the waterway of the barrel and the foot piece at the smallest part shall not be less than 120% of that of the net opening of the main valve.

Hose and steamer nozzles shall be threaded and screwed into the nozzle section and then pinned to prevent turning.

Hose and streamer caps shall be individually chained to the hydrant.

The hydrant shall be so designed that when it is in place, no excavation will be required to remove the main valve and moveable parts of the drain valve. Further, the hydrants shall be of the type that can be extended without excavating. Hydrants shall be so designed that, in the event of accident, or breaking of the hydrant above or near grade level, the main valve will remain closed. The main valve rod shall be made in two parts and fitted with breakable feature at the ground line flange.

The ground line connection between nozzle section and the barrel shall incorporate the use of 8 breakable bolts. This connection shall be so designed that the nozzle section can be rotated in increments of 45 degrees. The ground line connection between the barrel and nozzle section shall

be gasketed to provide a seal.

The operating threads of the hydrant shall be so designed as to avoid the working of any iron or steel parts against either iron or steel. The operating stem and operating nut threads shall be square or acme type.

The operating thread shall be grease lubricated at the factory. Access shall be provided to field lubricate the operating mechanism.

The operating thread shall be sealed from water at all items when the valve is either in the opened or closed position. The operating rod shall be bronze sheathed where it passes through the double "O" ring seal plate.

The bonnet shall be weather proof.

The operating nut shall be of bronze and a self-lubricating, anti-friction thrust bearing shall be provided to reduce operating torque.

Hydrants shall be of the dry type and hydrant shoe shall have two positive acting non-corrodible drain valves that shall drain the hydrant completely by opening when the main valve is closed, and close tightly in accordance with AWWA C500 requirements when the valve is open.

The main valve assembly shall be seated in the hydrant (with a bronze to bronze interface as an option) to facilitate removal of the main valve, should maintenance be required. The nozzle section shall consist of two 2" hose nozzles to the specified thread designation (NST or other, as specified) and one pumper nozzle 4 1/2" in diameter to the specified thread designation (NST or other, as specified), or other combination of nozzle outlets including independent hose gate valves as specified.

Two "O" ring seals shall be utilized where the main hydrant rod passes through the seal plate.

Hydrant standpipe shall be ductile or cast iron and single piece for all bury depths.

All like parts of hydrants of the same size and model produced by the same manufacturer shall be inter-changeable.

Hydrant shall open by turning to the left.

Threads or hose and streamer nozzles shall be National Standard unless otherwise specified.

Auxiliary shut-off (isolation) gate valves, when required, shall be of the same manufacture as the hydrant.

The inside of all hydrants shall be coated in accordance with AWWA standards and Federal Specification TT-C-494A or equal except for bronze and machined surfaces. Exterior of hydrant shall be painted fire hydrant red (or as specified). (The wetted surface of the hydrant shoe shall be epoxy coated to prevent corrosion of the waterway, optional.)

MARKINGS: Hydrant shall be marked with the name of the manufacturer, size of valve opening, and the year of manufacture, all in accordance with AWWA C-502.

SOURCE: Hydrants shall be M & H Style 129.

SPECIFICATION FOR THE DESIGN AND CONSTRUCTION OF “MULTI-COLUMN” ELEVATED WATER STORAGE TANKS

1.0 GENERAL REQUIREMENTS

1.1 Scope

The Contractor shall be responsible for all labor, materials and equipment necessary for the design, fabrication, construction, painting, disinfection and testing of an elevated welded steel water storage tank supported by a series of supporting columns and cross bracing. This style of tank is commonly referred to as a “Multi-Column” Tank. Design and construction of the Elevated Tank shall conform to all requirements of AWWA D100 Standard for Welded Steel Tanks for Water Storage except as modified by the requirements of these contract documents.

1.2 Qualification of Manufacturer

The design and construction of the “Multi-Column” elevated water storage tank shall only be undertaken by a Contractor with a minimum of five years experience with elevated tank construction. The Contractor must be able to demonstrate experience through the design and construction of at least five “Multi-Column” elevated water tanks. The Contractor shall not subcontract either the design or erection of the steel tank and support structure.

1.3 Submittals

The bidder shall submit with his proposal:

1. A list of five “Multi-Column” elevated tanks constructed within the last five years including the Owner, tank capacity and the Engineer.
2. A preliminary drawing of the tank showing major dimensions and plate thickness upon which his bid is based, the high and low water levels and the dimensions of the supporting tower.
3. A foundation design drawing showing preliminary dimensions and approximate quantities of concrete and reinforcing steel.

No bid will be considered unless this information is provided with the bid.

1.4 Standard Specifications

All work on the water storage tank shall fully conform to the requirements of the latest published editions of the following Standard Specifications:

1. AWWA (American Water Works Association) D100 Standard for Welded Steel Tanks for Water Storage.
2. AWWA D102 - Standard for Painting Steel Water Storage Tanks.
3. AWWA C652 - Standard for Disinfection of Water Storage Facilities.
4. AWS (American Welding Society)
5. NSF (National Sanitation Foundation) 61 - Materials in contact with Potable Water.
6. Steel Structures Painting Council Manual - Volume 1 - Good Painting Practice.
7. Steel Structures Painting Council Manual - Volume 2 - Systems and Specifications.
8. ACI 318 - Building Code Requirements for Reinforced Concrete
9. ACI 301 - Standard Specification for Structural Concrete

1.5 Tank Details

The elevated tank shall be all-welded construction of the most economical design. All members of structural steel or of reinforced concrete shall be designed to safely withstand the maximum stresses to which they may be subjected during erection and operation.

1. The minimum operating capacity of the storage tank will be 500,000 US gallons.
2. The capacity of the tank, low to high water level, shall be contained within a maximum operating range of 35 feet.
3. The height of the tank, top of foundation to High Water Level, shall be 107.10 feet.
4. Top of foundation elevation shall be 395.50.
5. The existing ground elevation is 394.00
6. The finished ground elevation shall be 394.00

1.6 Permits and Easements

Licenses, airspace authority approval and easements required for the construction of the elevated tower and associated works shall be provided by the Owner.

1.7 Working Drawings

After contract award and prior to construction, the Contractor shall provide working drawings and design calculations for the elevated steel tank and the foundation. Drawings shall show the size and location of all structural components and reinforcement, the required strength and grade of all materials, and the size and arrangement of principle piping and

equipment. The drawings and calculations shall bear the certification of a professional Engineer licensed in the State of Mississippi. The

design coefficients and resultant loads for snow, wind and seismic forces, and the methods of analysis shall be documented.

2.0 DESIGN

2.1 General

The structural design of the elevated storage tank shall conform to the following design standards except as modified or clarified as follows:

- a. Foundations – AWWA D100 and ACI 318 – Building Code Requirements for reinforced concrete.
- b. Steel Tank – AWWA D100
- c. Steel Tank Painting – AWWA D102

2.2 LOADS

2.2.1 Seismic Load

Design in accordance with AWWA D100-96, Section 13. The following factors shall be used:

Z=	1.00	(Seismic Zone Factor)
S=	1.00	(Site Amplification Factor)
I=	1.00	(Importance Factor)

All other factors shall be in accordance with Section 13.

2.2.2 Wind Load

Wind pressure shall be determined in accordance with AWWA D100-96, Section 3.1.4 for a 100 MPH wind velocity. For tanks located in coastal regions, Owner's Engineer shall consider use of increased wind load.

2.2.3 Snow Load

Snow load shall be determined in accordance with AWWA D100-96, Section 3.1.3 for 25 psf minimum loading.

2.3 Foundation

A Geotechnical investigation shall be the responsibility of the Contractor. Allowable bearing capacities are estimated as 2000psf for preliminary design calculating. The

Contractor shall retain the services of the Geotechnical consultant to determine the adequacy of the bearing stratum . The concrete foundation shall be designed by the Contractor based upon the recommendations in the Geotechnical report.

2.4 Steel Tank

2.4.1 General

The materials, design, fabrication, erection, welding, testing and inspection of the steel tank shall be in accordance with the applicable sections of AWWA D100 except as modified in this document.

2.4.2 Minimum Plate Thickness

The minimum thickness for any part of the structure shall be 3/16 inch for parts not in contact with water and 1/4 inch for parts in contact with water. All portions of the tank including the roof shall be of watertight construction.

3.0 CONSTRUCTION

3.1 Concrete Foundation

The foundation shall be designed and constructed to safely and permanently support the structure. The basis of the foundation construction shall be commensurate with the soils investigation data included herein at the end of these specifications. Appropriate changes to construction schedule and price will be negotiated if, during excavation, soil conditions are encountered which differ from those described in geotechnical report. The concrete foundation shall be constructed in accordance with ACI 301. Minimum concrete compressive strength shall be 4000 psi.

3.2 Steel Tank Construction

3.2.1 General

The erection of the steel tank shall comply with the requirements of Section 10 of AWWA D100 except as modified by these documents.

3.2.2 Welding

All shop and field welding shall conform to AWS and AWWA D100, Section 10. Before any welding is performed, the constructor shall make certain that the welders or welding operators have their credentials for acceptance.

3.2.3 Fabrication

All fabrication and shop assembly shall conform to the requirements of AWWA D100, Section 9, Shop Fabrication.

3.2.4 Erection

Plates subjected to stress by the weight or pressure of the contained liquid shall be assembled and welded in such a manner that the proper curvature of the plates in both directions is maintained. Plates shall be assembled and welded together by a procedure that will result in a minimum of distortion from weld shrinkage.

3.2.5 Testing

Testing for both shop and field welds shall be in accordance with AWWA D100, Section 11, Inspection and Testing. All testing shall be performed prior to interior and exterior field painting. The testing shall be performed by an independent testing agency with all costs included in the Contractor's bid and paid by the Contractor.

3.2.6 Roof Lap Joints

All interior lap joints shall be sealed by means of continuous seal welding. This shall include penetrations of roof accessories.

4.0 ACCESSORIES

4.1 General

The following accessories shall be provided in accordance with these specifications. All items shall be in full conformity with the current applicable OSHA safety regulations and the operating requirements of the structure.

4.2 Ladders

Access ladders shall be provided at the following locations:

- a) The tower ladder shall extend up one column from near the base connecting with the balcony. The first rung shall be located approximately 8 feet above top of foundation.
- b) An outside tank ladder from the balcony to the roof hatch.
- c) An inside tank ladder from the roof hatch to the inside bottom of the tank.
- d) An inside riser ladder from the base of the riser to the bottom of the tank.

Ladder side rails shall be a minimum 3/8 inch by 2 inches with a 16 inch clear spacing. Rungs shall be not less than 3/4 inch, round or square, spaced at 12 inch centers. The surface of the rungs shall be knurled, dimpled or otherwise treated to minimize slipping. Ladders shall be secured to adjacent structures by brackets located at intervals not exceeding 10 feet. Brackets shall be of sufficient length to provide a minimum distance of 7 inches from the center of the rung to the nearest permanent object behind the ladder.

4.3 Fall Protection

Ladders shall be equipped with a fall arrest system meeting OSHA regulations. The system shall be supplied complete with safety harnesses, locking mechanisms, lanyards and accessories for two persons.

4.4 Balcony

The tank shall be equipped with a balcony not less than 36" wide with a handrail not less than 42" high. The floor shall be perforated for drainage.

4.5 OPENINGS

4.5.1 Roof Hatches

Provide two access hatches on the roof of the tank. One hatch shall be 30 inch diameter and allow access from the roof to the interior of the tank. The hatch will be hinged and equipped with a hasp for locking. The hatch cover shall have a 2 inch downward edge. The second hatch will be 24 inch diameter and flanged with a removable cover so constructed that an exhaust fan may be connected for ventilation during painting operations. The openings shall have a minimum 4 inch curb.

4.5.2 Tank Vent

The tank vent should be centrally located on the tank roof above the maximum weir crest elevation. The tank vent shall have an intake and relief capacity sufficiently large that excessive pressure or vacuum will not develop during maximum flow rate. The vent shall be designed, constructed and screened so as to prevent the ingress of wind driven debris, insects, birds and animals. The vent shall be designed to operate when frosted over or

otherwise clogged. The screens or relief material shall not be damaged by the occurrence and shall return automatically to operating position after the blockage is cleared.

4.5.3 Riser Manhole

A minimum 14 x 18 inch elliptical access manhole shall be provided approximately 3 feet above the base of the wet riser. The hatch shall open inward.

4.6 Riser

The diameter of the wet riser shall be not less than 36 inches.

4.7 Piping

4.7.1 Inlet/Outlet Piping

The vertical inlet/outlet pipe connection to the bottom of the riser shall be a 12 inch standard weight carbon steel pipe with appropriate transition to a base elbow of the same diameter. The vertical pipe shall extend up into the riser one foot above the riser base.

4.7.2 Overflow

The overflow pipe shall be designed to carry the maximum design flow rate of 2000 GPM. The 6 inch steel overflow pipe shall have a minimum wall thickness of 1/4". A suitable weir shall be provided inside the tank with the crest located at High Water Level. The overflow shall be routed from the weir to closely match the roof contour and extend down the ladder column and terminate approximately 1 to 2 feet above grade and discharge onto a concrete splash pad. The point of discharge shall have a 45 degree elbow to and be equipped with a stainless steel screen.

4.8 Identification Plate

A tank identification plate shall be mounted on the tank riser pipe above the access manhole. The identification plate shall be corrosion resistant and contain the following information.

- b) Tank Contractor
- c) Contractor's project or file number
- d) Tank capacity
- e) Height to High Water Level
- f) Date erected

5 TESTING AND STERILIZATION

After the tank is completed and painted, the owner, free of charge to the contractor, furnish, pump and dispose of sufficient water for test and sterilization. While under test, the tank contractor shall chlorinate the tank in accordance with AWWA C652 Method 2. Any leaks which are disclosed by this test shall be repaired by gouging out defective areas and

rewelding. No repair work shall be done on any joint unless the water in the tank is at least two feet below the point being repaired. Any paint damaged by repairs shall be properly restored. The tank shall not be placed in service until satisfactory bacteriological tests have been provided to the owner.

At least two samples of chlorine free water, taken from the tank shall be submitted to the State Board of Health for examination to determine if the tank is free from organisms of the Coli-Aerogenes group and free from confluent growth. If such samples are not negative the system shall be disinfected and reinfected in accordance with AWWA C652 Method 2, until the tank is freed of contamination.

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 therefor.

NOTE: Bacteriological samples shall be collected by the System Operator and shall be coordinated by the Contractor. The Contractor shall bear any expense for such testing and furnish the Engineer copies of the testing reports.

6.0 GUARANTEE

The tank contractor shall guarantee its work for a period of one year from the date of completion of its work to the extent that it will repair any defects of which it is notified during that period which may appear because of faulty design, workmanship or material furnished under the specifications. Defects caused by damaging service conditions such as electrolytic, chemical, abrasive or other damaging service conditions are not covered by this guarantee.

All guarantees obtained by the tank contractor from the manufacturer or installer of paint, equipment or accessories not manufactured by tank contractor shall be obtained for the benefit of the Purchaser.

TANK PAINTING SPECIFICATION

1.0 Painting

1.1 General

The items covered by this Section include cleaning, abrasive blast cleaning and painting of all interior and exterior steel surfaces. Work also includes disinfection of the tank after coating.

1.2 Reference Standards

Work performed and materials used must comply with the latest revisions of the following standards:

1. AWWA(American Water Works Association) D100 Standard for Welded Steel Tanks for Water Storage.
2. AWWA D102 Standard for Painting Steel Water Storage Tanks.
3. AWWA C652 Standard for Disinfection of Water Storage Facilities.
4. NSF (National Sanitation Foundation) 61 - Materials in contact with Potable Water.
5. Steel Structures Painting Council Manual - Volume 1 - Good Painting Practice,
6. Steel Structures Painting Council Manual - Volume 2 - Systems and Specifications.

1.3 Submittals

Before beginning the work the contractor shall provide the Engineer with the following information:

1. Name of the protective coating supplier and manufacturers data for the paint systems being used.
2. A listing of the specific products proposed for use including but not limited to: abrasive materials, paint, solvents, thinners, etc.
3. Product data sheets for each of the proposed materials.
4. Samples of the color specified for owner approval.

1.4 Quality Control

1. Only paint and painting materials as specified shall be used.
2. Paint shall be delivered in unbroken containers bearing the designated name, specification number, color, directions for use, manufacturer and date of manufacture.
3. All manufacturer's instructions shall be carefully followed in the preparation, application, curing or drying and handling of the paint.
4. All prime, intermediate and finish coating materials shall be applied in different color shades.
5. Paint shall be stored in a location that is protected from the elements, well ventilated and free from excessive heat or open flame sources.
6. The contractor shall obtain the Inspector's written approval of the steel surface preparation and of each coat of paint, before applying succeeding coats. Such approval will not relieve the contractor of his obligations under the contract. Inspections may be waived by written notice to the contractor.

7. The contractor shall record environmental conditions, at the beginning of each daily operation, thirty minutes before painting begins and every hour during painting operations, on the attached Environmental Conditions Report.
8. Painting shall be performed by skilled painters using the materials and methods specified.

1.5 Health and Safety

The Contractor shall comply with all regulations as established by the Occupational Safety and Health Act and other government authorities. Up to date Material Safety Data Sheets shall be available on site for all products used. Workers shall wear proper protection devices. Where ventilation is used, all equipment shall be explosion proof. Temporary ladders and scaffolding systems shall conform to applicable safety requirements. It shall be the responsibility of the Contractor to adequately protect, shield or cover all structure, machinery, equipment and openings as required to prevent damage or contamination from the work procedures. The work area shall be kept clean at all times, consistent with the type of work being performed.

1.6 Testing

Dry Coating thickness measurements shall be made using a Magnetic Gauge. Tolerances to be in accordance with SSPC-PA 2 Measurement of Dry Coating Thickness with Magnetic Gauges. Additional coats shall be applied as required to obtain the specified thickness. The Contractor will be required to perform Holiday Testing as soon as the work is sufficiently cured according to the manufacturer's recommendations. All pinholes and deficiencies will be repaired.

1.7 Site Conditions

The Contractor shall ensure that surface and ambient conditions are in accordance with the manufacturer's instructions immediately prior to and during application and for the period of curing. No paint shall be applied when the surrounding air temperature as measured in the shade is above or below the manufacturer's specifications. No paint shall be applied when the temperature of the surface to be painted is below manufacturer's recommended application temperature. Painting shall not be applied to wet or damp surfaces or when the ambient temperature is less than 5 degrees above the dew point.

2.0 Surface Preparation

2.1 Interior Surface Preparation

Remove all oil or greasy contamination from the surface in accordance with SSPC-SP1 prior to blast cleaning. All interior wet surfaces shall be abrasive blast cleaned to a SSPC SP-10 Near White Finish with a surface profile compatible with the paint manufacturer's recommendations. Interior dry surfaces shall be cleaned to a SSPC SP-6 Commercial Finish. Immediately after blasting and before any rusting occurs, apply one coat of shop primer as per the interior paint specifications

2.2 Exterior Surface Preparation

Remove all oil or greasy contamination from the surface in accordance with SSPC-SP1 prior to blast cleaning. All surfaces shall be abrasive blast cleaned to a SSPC SP-6 Commercial Finish with a surface profile compatible with the paint manufacturer's recommendations. Immediately after blasting and before any rusting occurs, apply one coat of shop primer as per the exterior paint specifications.

2.3 Field Surface Preparation

After erection and prior to field touch up, all surfaces shall be cleaned to remove all surface contamination including oil, grease, dust, dirt and foreign matter. Weld slag, weld spatter and other sharp or rough projections shall be removed. All rusted, abraded and unpainted areas on the interior wet area shall be abrasive blast cleaned to a near white finish in accordance with SSPC SP-10. All rusted, abraded and unpainted areas on the exterior, and interior dry areas shall be abrasive blast cleaned to a SSPC SP-6 Commercial Finish.

2.4 Paint Application

Coating materials to be applied in successive coats as specified by the manufacturer to attain the required dry film thickness for each system. Coatings to be applied without sags, foreign materials contamination or blemishes. The protective coatings mentioned in the following specifications are established as standards of quality. The standard "or equal" clause shall apply.

2.5 Shop Prime

Apply prime coat after blast cleaning and prior to flash rusting. If rust appears as a result of delay in primer application the surface shall be re-blasted to specified surface preparation. A six-inch strip of blasted uncoated bare steel shall be left between the primed area and the edge of the steel plate.

3.0 Coating Systems

3.1 Interior Wet Coating

Interior wet coating systems will be applied within the following dry film thickness:

Prime Coat - One coat Tnemec Series 94-H2O or Approved Equal to a dry film thickness of 2.5-3.5 dry mils.

Weld Seams Tnemec Series 94-H20 Spray or Approved Equal apply to a dry film thickness of 0-6.0 dry mils..

Intermediate Coat - One coat Tnemec Series 20-1255 Pota-Pox or Approved Equal spray to a dry film thickness of 4.0-6.0 dry mils.

Stripe Coat - One coat Tnemec Series 20-WH02 Pota-Pox or Approved Equal by brush or roller to a dry film thickness of 4.0-6.0 dry mils to all weld seams and sharp edges.

Finish Coat - One coat Tnemec Series 20-WH02 Pota-Pox or Approved Equal by spray to a dry film thickness of 4.0-6.0 dry mils.
Minimum DFT of paint system for interior wet coating to be 10.5 mils.

3.2 Exterior Coating

Exterior coating systems will be applied within the following dry film thickness:

Prime Coat - One coat Tnemec Series 94-H2O or 90-1K-97 or Approved Equal by spray to a dry film thickness of 2.5-3.5 dry mils.

Weld Seams -Tnemec Series 94-H2O or 90-1K-97 or Approved Equal spray apply to a dry film thickness of 2.5-3.5 mils.

Intermediate Coat - One coat Tnemec Series 69 H.B. Epoxoline or Approved Equal by spray, brush or roller to a dry film thickness of 3.0-5.0 dry mils.

Finish Coat - One coat Tnemec Series 1074 Endrua-Shield* or Approved Equal by spray, brush or roller to a dry film thickness of 2.0-3.0 mils.
Minimum DFT of exterior paint system to be 7.5 mils

* Tnemec Series 44-600 U.V. Blocker shall be included in the finish coat in accordance with manufacturer's written instructions.

3.3 Interior Dry Coating

Interior dry coating systems will be applied within the following dry film thickness:

Prime Coat - One coat Tnemec Series 94-H2O or 90-1K-97 or Approved Equal by spray to a dry film thickness of 2.5-3.5 dry mils.

Weld Seams - One coat Tnemec Series 94-H2O or 90-1K-97 or Approved Equal brush, roller, or spray apply to a dry film thickness of 2.5-3.5 dry mils.

Finish Coat - One coat Tnemec Series 69 H.B. Epoxoline or Approved Equal by spray to a dry film thickness of 4.0-6.0 dry mils.
Minimum DFT of paint system for interior dry coating to be 6.5 mils.

4.0 Cleanup

After completion of painting, remove all traces of splashed materials, paint droppings, and spots from finished and adjacent surfaces.

5.0 Disinfection

After painting has been completed the tank and piping shall be disinfected using either Method 2 or Method 3 as specified in AWWA C652 for Disinfection of Water Storage Facilities. Owner can dictate the method used if desired. The tank shall be filled with clean water furnished by the owner.

5.1 Bacteriological Testing

Upon completion of the well, 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 which show no coliform bacteria and no confluent growth. The samples shall be collected, submitted and analyzed according to the Mississippi State Department of Health requirements. The second sample shall be collected following at least two hours of continuous pumping after the first sample. A disinfectant must be applied between samples.

The person collecting the official microbiological sample(s) must be a representative of the Mississippi State Department of Health, the Licensed Professional Engineer for the project, or the Certified Waterworks Operator for the public water supply.

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 reseeded 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

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Fall and Winter Seeding (September 1 to March 1)

<u>Name</u>	<u>Percent Purity</u>	<u>Percent Germination</u>	<u>Mix (Dry Wt. Lbs.) Per Acre</u>
Unhulled Bermuda	95	90	20
Pensacola Bahia	95	90	30
Rye	95	85	15
Crimson Clover	95	85	8

TOTAL 73

Seeding in Existing Lawns: Grass seeds for existing lawns shall be the same as the existing grass.

3.5 Leguminous Inoculants: Inoculation media containing live nitrogen-fixing bacteria shall be supplied with all legume seed. The inoculants shall be standard, pure culture of nitrogen-fixing bacteria. Each kind of legume will require a cultural bacteria that is adapted to that particular kind of seed. The bacteria shall be supplied in convenient containers seed. The bacteria shall be supplied inconvenient containers of a proper size to treat the amount of seed to be planted. The legume seeds shall be treated according to the directions, and before the expiration date for use of the media shown on the container.

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.

Standard Guide for Metallic-Coated Steel Chain Link Fence & Fabric

1. Purpose

- 1.1 The purpose of this guide is to provide a nationally recognized standard of quality for metallic-coated steel chain link fence fabric and when combined with framework and accessory items, as listed in this publication, to provide a nationally recognized standard of quality for complete fence.

2. Scope

- 2.1 This guide gives the nomenclature, definition, and general requirements for metallic-coated steel chain link fence fabric and framework for industrial usage. See Section 5.8 for applicable documents.
- 2.2 The values stated in inch-pound units are to be regarded as the standard.

3. Description of Terms

- 3.1 *Chain Link Fence Fabric* - A fencing material from steel wire helically wound and interwoven in such a manner as to provide a continuous mesh without knots or ties except in the form of knuckling or of twisting the ends of the wires to form the selvage of the fabric.
- 3.2 *Knuckling* - This term is used to describe the type of selvage obtained by interlocking adjacent pairs of wire ends and then bending the wire ends back into a closed loop.
- 3.3 *Twisting* - This term is used to describe the type of selvage obtained by twisting adjacent pairs of wire ends together in a closed helix of 1-1/2 machine turns, which is equivalent to three full twists, and cuffing the wire ends at a sharp angle to provide sharp points. The wire ends beyond the twist shall be at least 1/4 inch long.
- 3.4 *Diamond Count* - A term used to designate the number of mesh openings in each height of fabric.
- 3.5 *Other Terminology* - See ASTM F552 for a listing of other terms specific to Chain Link Fence.

4. Requirements

4.1 Materials

- 4.1.1 *Base Metal* - The base metal of the fabric shall be a good commercial quality of steel wire of the gages specified in Table 1.
- 4.1.2 *Zinc Coating*- The zinc coating on the fabric may be ordered in two coating weight classes, as Class 1 - the weight of zinc coating shall not be less than 1.20 oz/ft.² of uncoated wire surface; or Class 2 - the weight of zinc coating shall not be less than 2.0 oz/ft.² of uncoated wire surface as determined from the average of results of two or more specimens, and not less than 1.8 Oz/ft.² of uncoated wire surface for any individual specimen. Fabric galvanized after fabrication is normally not produced with a Class 2 coating on 11 ga.-0.120" or 11 ½ ga -0.113" wire. The weight of the zinc coatings shall be determined in accordance with 5.5.2. The zinc used for the coating shall conform to the grades specified in ASTM Designation B6, Standard Specification for scab zinc.
- 4.1.3 *Aluminum Coating* - The wire shall be aluminum coated by the hot-dip process before weaving into the fabric. The weight of aluminum coating for 6 ga.-0.192" - and 9 ga-0.148" - shall not be less than 0.40 oz/ft² and for 11 ga. - 0.120" - shall not be less than 0.35 oz/ft² of uncoated wire surface when tested in accordance with 5.5.3.
- 4.1.4 *Zinc - 5% aluminum mischmetal alloy coating* - the metallic coating on the fabric may be ordered in two coating weight classes, as Class 1, the weight of metallic coating shall not be less than 0.60 oz/ft.² or Class 2, the weight of metallic coating shall not be less than 1.00 oz/ft² of uncoated wire surface as determined from the average of results of two or more specimens, and not less than 0.90 oz/ft² of uncoated wire surface for any individual specimen. The weight of the metallic coatings shall be determined in accordance with 5.5.4. The zinc-5% aluminum mischmetal alloy used for the coating shall conform to the grades specified in STM designation B-750., Standard Specification for Zinc-5% Aluminum Mischmetal Alloy (UNS Z38510) in Ingot Form for Hot-Dip Coatings.
- 4.1.5 *Aluminum Alloy* - ASM F1183 - Chain link fabric woven from aluminum alloy, 9 ga. - 0.148" or 6 ga. - 0.192" wire.

4.2 Fabric Sizes - The height, diamond count, size of mesh, and wire diameters of chain link fabric shall be as given in Table 1. The methods of measurement and tolerances are given in 4.2.1., 4.2.2 and 4.2.3.

4.2.1 Height of Fabric - The height of the fabric shall be the overall dimension from ends of twists or knuckles. The tolerance of the nominal height shall be plus or minus one inch.

4.2.2 Mesh Sizes - The size of mesh shall conform to the requirements as shown in Table 1. The permissible variation from the specified size of mesh shall be $\pm 1/8$ in. For all mesh sizes over 1 in. And $\pm 1/16$ in. For all mesh sizes 1 in. and under.

4.2.3 Wire Diameter - The diameter of the coated wire shall be determined as the average of two readings measured to the nearest 0.001 inch taken at right angles to each other on the straight portion of the parallel sides of the mesh. The tolerance in the diameter of the coated wire shall be plus or minus 0.005 inch.

4.3 Selvage - Fabric with 2 inch or 2 1/8 inch mesh, in heights less than 72 inches shall be knuckled at both selvages. Fabric 72 inches high and over shall be knuckled at one selvage and twisted at the other. These are the standard selvages. Other selvage combinations will be supplied only if specified by the purchaser.

CAUTION: Twisted selvages for fences under 73 inch in height are not recommended because of consumer safety consideration.

The selvages of fabrics with meshes of less than 2 inches shall be knuckled on both edges

5. Inspection and Testing

5.1 General - The tests given herein are intended primarily for use as production tests in conjunction with manufacturing processes, inspection methods and with other tests if needed, according to 5.2, so as to insure the conformity of the chain link fabric with the requirements of this guide.

5.2 Production Inspection and Testing - During the process of manufacture, the manufacturer shall make such inspections and tests as are needed to maintain the quality of the product so as to be consistently in conformity with this guide. The inspection and tests given herein (see 5.3 and 5.5) shall be made regularly during production of all chain link fence furnished as being in conformity with this guide.

- 5.3 *Inspection* - The chain link fabric shall be visually inspected to determine its conformance with the workmanship, design and dimensional requirements of this standard.
- 5.4 *Sampling* - One roll from every 50 rolls or fraction thereof shall be selected at random for test purposes, but in no case shall less than 2 samples be selected from a shipment. The specimens for test purposes shall consist of individual pieces of wire taken from the outside end of the sample rolls.
- 5.5 *Test Procedures*
- 5.5.1 *Breaking Strength* - Table 2 & 3 - The break strength of the wire used in the fabrication of the fabric shall be determined in accordance with the method described in ASTM A370, using one specimen from each sample roll. Specimens to establish conformance to this requirement shall constitute individual pickets from a section of the fence fabric of a sufficient length so as to be firmly gripped in the testing machine after straightening. The actual gage length (distance between jaws) of the specimen shall be limited to the undetermined length of wire between two adjacent straightened bends. If fracture takes place, other than between the jaw grips, the test shall be discarded.
- 5.5.2 *Weight of Zinc Coating* - The weight of zinc coating of the fabric shall be determined in accordance with the method described in ASTM A90, using one piece of wire removed from the fabric of each sample roll.
- 5.5.3 *Weight of Aluminum Coating* - The weight of aluminum coating on the fabric shall be determined in accordance with the method described in ASTM A428, using one piece of wire removed from the fabric on each sample roll.
- 5.5.4 *Weight of Zinc - 5% Aluminum Mischmetal Alloy* - The weight of metallic coating on the fabric shall be determined in accordance with the method described in ASTM A90, using one piece of wire removed from the fabric of each sample roll.
- 5.5.5 The specimen tested may be of any continuous length over 12 inches but preferable should be about 24 inches long.
- 5.6 *Packaging and Marking* - Each length of fabric shall be tightly rolled and firmly tied. Each shipment of fabric shall be identified as to the type and class of metallic coating, the size of mesh, the coated wire diameter, the height and length of fabric in each roll, and the name of the manufacturer. These requirements apply unless otherwise specified.

- 5.7. *Noncompliance* - If any specimen tested fails to meet the requirements of this guide, the roll represented by the specimen shall be rejected and two additional rolls shall be tested, both of which shall meet the requirements in every respect; otherwise the lot represented by the samples may be rejected.
- 5.8. *Applicable Documents* - The following documents form a part of this guide to the extent listed herein. Unless otherwise indicated, the issue in effect on date of invitation for bids or request for proposal shall apply. Chain link fabric specifications vary slightly in Canada. Consult the current Canadian specification CAN-2-138, 1-H80.

AMERICAN SOCIETY FOR TESTING & MATERIALS (ASTM) STANDARDS:

- A90/A90M - Test Method for Weight of Coating on Iron and Steel Articles with Zinc or Zinc-Alloy Coatings
- A 121 - Zinc-Coated (Galvanized) Steel Barbed Wire
- A 123 - Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
- A 370 - Mechanical Testing of Steel Products
- A 392 - Zinc-Coated Steel Chain Link Fence Fabric
- A 428 - Test Method for Weight of Coating on Aluminum-Coated Iron or Steel Articles
- A 491 - Aluminum-Coated Steel Chain Link Fence Fabric
- A 570 - Hot Rolled Sheet and Strip, Structural Quality
- A 572 - High Strength Low-Alloy Columbium-Vanadium Steel of Structural Quality
- A 585 - Aluminum-Coated Steel Barbed Wire
- A 817 - Metallic-Coated Steel Wire for Chain Link Fence Fabric
- A 824 - Metallic-Coated Steel Marcellled Tension Wire for Use with Chain Link Fabric
- B 6 - Zinc (Slab Zinc)
- B 750 - Zinc - 5% Aluminum Mischmetal Alloy (UNS Z38510) in Ingot Form for Hot Dip Coatings
- F 552 - Terminology Relating to Chain Link Fencing
- F 567 - Installation of Chain Link Fence
- F 626 - Fence Fittings
- F 900 - Industrial and Commercial Swing Gates
- F 934 - Standard Colors for Polymer Coated Chain Link Fence Materials
- F 1043 - Specifications for Strength and Protective Coatings on Metal Industrial Chain Link Fence Framework
- F 1083 - Pipe, Steel, Hot-Dipped Zinc Coated (Galvanized) Welded for Fence Structures
- F 1183 - Aluminum Alloy Chain Link Fence Fabric
- F 1184 - Industrial and Commercial Horizontal Slide Gate
- F 1345 - Zinc-5 % Aluminum Mischmetal Alloy Coated Steel Chain Link Fence Fabric

INDUSTRIAL STEEL GUIDE FOR FENCE RAILS, POSTS, GATES, AND ACCESSORIES

1. **MATERIALS** - Posts, gate frames, braces, rails, stretcher bars, truss rods and tension wire shall be of steel. Gate hinges, post caps, barbed wire supporting arms, stretcher bar bands, and other parts shall be of steel, malleable iron, ductile iron or equal except that post tops, rail ends, ties and clips may be of aluminum.

Optional supplement color coatings, 10 mils of polyvinyl chloride or 3 mils of polyester can be obtained in conjunction with all coatings as indicated. Unless otherwise indicated, color of the coating shall be in accordance with ASTM F934, Green, Olive Green, Brown, and Black. Moveable and threaded fittings need not be coated but field coated per manufacturer's recommendations.

If this optional color coating is selected for the framework and accessories, the subsequent section of this guide pertaining to Polyvinyl Chloride (PVC) coated chain link fabric can be specified to achieve a total color coated chain link fence system.

- 1.1. Intermediate posts shall be Type I or Type II pound pipe or "C" roll formed section conforming to the dimensions and weights shown in Table 4.
 - 1.1.1 Type I Round Post shall be hot dipped galvanized with a minimum average zinc coating of 1.8 oz/ft² meeting ASTM F-1083 for standard weight (Schedule 40) galvanized pipe.
 - 1.1.2 Type II Round Post shall be steel pipe cold-formed and welded per ASTM F 1043, Group IC, having a minimum yield strength of 50,000 psi. The external zinc coating shall be Type B, zinc with polymer film, 0.90oz/ft.² minimum zinc coating with a chromate conversion and a verifiable polymer film. The internal coating shall be Type B, zinc 0.90 oz/ft² minimum or Type D, zinc pigmented, 81% nominal coating with 0.30 mils. minimum thickness.
 - 1.1.3 Roll Formed "C" Section steel shapes shall be produced from steel having a minimum yield strength of 45,000 psi and meet the strength and protective coating requirements of ASTM F-1043.
- 1.2 Terminal Posts, Braces, and Rails shall be round or square Type I as shown in 1.1.1 or round Type II as shown in 1.1.2 and shall conform to dimensions and weights as shown in Table 4.

2. **ZINC COATINGS** - All Type I and Type II steel framework and other iron parts shall be zinc coated by the hot-dipped method, using zinc Grade E. The weight of zinc coat on Type I rail, post and brace shall have not less than 1.8 oz/ft² coating as listed in 1.1.1. Type II steel rails, posts and braces shall have an average weight of not less than 0.90 oz/ft²

as listed in 1.1.2 Zinc weight shall be determined in accordance with ASTM A-90.

3. **POST BRACES** shall be provided for each gate, corner, pull and end post for use when top rail is omitted or with fabric 6 feet or more in height, and shall consist of a round tubular brace extending to each adjacent line post at approximately midheight of the fabric and truss consisting of a rod not less than 5/16 inch nominal diameter from the line post back to the gate, corner, pull, or end post with a turnbuckle or other equivalent provision for adjustment. Truss rods may be eliminated in any line of fence where there is a continuous center rail.
4. **POST TOPS** shall consist of ornamental tops or ornamental tops or combination tops with barbed wire supporting arms, as required. When so required, or when a top rail is to be provided, the top shall be provided with a hole suitable for the through passage of the top rail. The post tops shall fit over the outside of posts and shall exclude moisture from posts.
5. **BARBED WIRE SUPPORTING ARMS**, when required to be furnished, shall be at an angle of approximately 45° or vertical, as required, and shall be fitted with clips or other means for attaching three strands of barbed wire. With 45° arms the top wire shall be approximately twelve inches horizontally from the fence line and the other wires spaced uniformly between the top of the fence fabric and the outside strand. Barbed wire arm shall be of sufficient strength to withstand a weight of 250 pounds applied at the outer strand of barbed wire. Six line barbed wire "V" arm may be used, if desired.
6. **TOP RAILS** shall be in lengths not less than 18 feet and shall be fitted with couplings or swaged for connecting the lengths into a continuous run. The couplings shall be not less than 6 inches long, with 0.070 inches minimum wall thickness, and shall allow for expansion and contraction of the rail. Open seam outside sleeves shall be permitted only with a minimum wall thickness of 0.100 inches. Suitable ties or clips shall be provided in sufficient number for attaching the fabric securely to the top rail at intervals not exceeding 24 inches. Means shall be provided for attaching the top rail to each gate, corner, pull and end post. Tension wire is required at top of fence if top rail is omitted. See paragraph 10.
7. **TENSION BARS** shall not be less than 3/16 inch by 3/4 inch and not less than 2 inches shorter than the normal height of the fabric with which they are to be used. One tension bar shall be provided for each end and gate post, and two for each corner and pull post.
8. **TIES OR CLIPS** of adequate strength shall be provided in sufficient number for attaching the fabric to all line posts at intervals not exceeding 15 inches ; and not exceeding 24 inches when attaching fabric to top rail or tension wire.
9. **BANDS OR CLIPS** of galvanized steel or aluminum alloy per ASTM F-626 shall be provided in sufficient number for attaching the fabric and stretcher bars to all terminal posts at intervals not exceeding 15 inches. Tension bands shall be formed from flat or beveled steel and shall have a minimum thickness after galvanizing of 0.078 inch; and minimum

width of 3/4 inch for posts 4" O.D., or less and 0.108 inch thickness by 7/8 inch for posts larger than 4" O.D. Brace bands shall be formed from flat or beveled steel and shall have a minimum thickness of 0.108 inch after galvanizing; and minimum width of 3/4 inch for post 4" O.D. Standard mill tolerances of ± 0.005 inch on thickness and 0.010 inch on width shall apply—attachment bolts shall be 5/16 x 1-1/4 inch galvanized carriage bolts with nuts.

10. **TENSION WIRE** shall be Marcellled (spiraled or crimped) #7 gage, 0.177 inches, ± 0.005 inches in diameter, conforming to ASTM A-824

10.1 Tension Wire Coating shall conform to ASTM A-824 Type I, Aluminum-coated 0.40 oz/ft² or Type II Zinc-coated Class 2, 1.20 oz/ft².

11. **BARBED WIRE** shall consist of two strands of twisted wire with 4 point barbs on 5 inch spacing. The following listed barbed wires are recommended for use with chain link fencing:

Line Wire Gage	Line Wire Coating Weight	Barb Gage	Barb Coating Weight
12 ½	ZN 0.80 oz/ft. ²	14	ZN 0.65 oz/ft. ²
12 ½	AL 0.30 oz/ft. ²	14	Aluminum Alloy, or Aluminum Coated AL 0.25 oz/ft. ²
12 ½	Aluminum Alloy	14	Aluminum Alloy

Zinc-coated barbed wire shall conform to ASTM A-121, Chain link fence grade. Aluminum-coated barbed wire shall conform to ASTM A-585, Type I, 5 inch or Type II, 3 inch barb spacing.

12. **SWING GATES** shall conform to ASTM F 900 (for complete specification, see ASTM 900)

12.1 *Materials* - The base materials of the gate frame shall be round or rectangular tubular members, welded at all corners or assembled with corner fittings. Gates assembled with corner fittings shall have adjustable truss rods 5/16 inch minimum diameter on panels 5 feet wide or wider. Truss rods shall be the same base metal and finish as the gate frames.

12.1.1 *The Interior Bracing*, when needed shall be the same metal and shape tubular material and finish as the gate frame, but need not be the same size. Gate leaves shall have vertical interior bracing at maximum intervals of 8 feet and shall have a horizontal interior member if the fabric height is 8 feet or more.

- 12.1.2 *Manufacture*-Gate frames shall be fabricated and coated where necessary, as described in 12.1.3 through 12.1.5.
- 12.1.3 *Zinc-Coated Steel Frames* shall be in accordance with ASTM Specifications F 1043 or F 1083, or a combination thereof, and shall match that selected for any adjoining fence framework. Welded joints shall be coated in accordance with Practice A780, employing a zinc-rich paint.
- 12.1.4 *Aluminum Alloy Gate Frames* shall be in accordance with Specification F 1043.
- 12.1.5 *Polymer-Coated Steel or Polymer-Coated Aluminum Frames* shall be in accordance to paragraph 12.1.3 and 12.1.4. Welded joints shall be top-coated to match the frame color.
- 12.1.6 *Gate Fabric* shall be the same type as used in fence construction. The fabric shall be attached securely to the gate frame at intervals not exceeding 15 inch.
- 12.1.7 *Barbed Wire Top* - When specified, shall have the end members of the gate frame extended in height to accommodate three strands of barbed wire.
- 12.2 Dimensions, Mass, and Permissible Variations
 - 12.2.1 Size of the gate opening shall be measured from the inside face to inside of gate posts.
 - 12.2.2 Dimension and Weights of gate frame members and post shall be in accordance with Tables 6 and 7.
 - 12.2.3 Gate frame shall be designed for the width and built so that the outer members shall no sag in excess of the lesser of 1% of the gate leaf width of 2.inch.
- 12.3 *Gate Accessories* - All gate accessories shall be of the materials as specified for the fence.
 - 12.3.1 *Gate Hinges* - Hinges shall be structurally capable of supporting the gate leaf and allow the gate to open and close without binding. The hinges shall be so designed to permit the gate to swing a full 180°.
 - 12.3.2 *Single Gate Latch* - Gate latch shall be capable of retaining the gate in a closed position and shall have provision for a padlock.

12.3.3 *Double Gate Latch* - Gate latch shall be a drop rod or plunger bar arranged to engage the gate stop. Locking devices shall be constructed so that the center drop rod or plunger bar cannot be raised when the gate is locked. The latching devices shall have provision for a padlock.

12.3.4 *Gate Stops* - Gate stop shall be provided for all doubled gates.

12.3.5 *Keepers* shall be provided for each gate leaf over 5 feet.

13. SLIDING GATES - Sliding gates shall comply with ASTM F 1184 which provides for overhead slide gates which are horizontal slide gates supported only from above and cantilever slide gates which are horizontal slide gates spanning an opening without a top or bottom support within that opening. Cantilever slide gates shall be supplied with steel or aluminum frames using external or internal rollers. NOTE: Safety guide posts and roller guards are required for cantilever slide gates using external rollers. See ASTM F 1184 for complete specifications.

14. INSTALLATION of fencing and gates shall meet the requirements of ASTM F 567 which are not intended to preclude any practice that has a proven performance equal to or better under varying conditions nor do they purport to address all of the safety problems involved. It is the responsibility of the user of this guidelines to establish appropriate safety and health practices and determine the applicability of regulatory limitations prior to use.

14.1 *Site Preparation* shall involve the location of fence lines, gates, terminal posts, underground utility locations. USCA&G benchmarks, property monuments and underground structures by the purchaser who shall also provide for site cleaning and grading with adequate clearance on both sides of the fence line.

14.2 *Post Location* shall be as required spaced equidistant at intervals not exceeding 10 feet. Measure the interval parallel to the grade of the proposed fence and in the line of the fence center to center of the posts.

14.3 *Terminal Posts (end corner and gate posts)* shall be set at the beginning and end of each continuous length of fence and at abrupt changes in vertical and horizontal alignments.

14.4 *Post Foundations* shall be concrete with hole diameters dug or drilled a minimum of four times the largest cross section of the post and a minimum depth of 24 inch plus an additional 3 inch for each 1 foot increase in the fence height over 4 feet.

- 14.5 *Set Posts* in a vertical position, plumb and align while concrete 2500 psi, is backfilled into the excavation and extended 2 inch above grade and crowned to shed water or to 2 inch below grade if a cover of sod, blacktop, or other material is provided.
- 14.6 *Mechanical Devices* can be used in place of concrete for the setting of fence posts provided the device strength in the ground is equal or superior to the *strength developed by the concrete footing*.
- 14.7 *Solid Rock or Concrete* can be encountered where an overburden of soil is not present. In this case set posts in the solid rock or concrete to a depth three times the largest cross section of the posts. The diameter of the hole shall be $\frac{1}{2}$ inch greater than the largest cross section of the post.
- 14.8 *Sleeves* can be used in order to leave voids in new concrete construction. Half-fill the void with nonshrinkable hydraulic cement and force the post to the bottom of the hole and plumb. Thoroughly work additional grout into the hole so as to leave no voids. Crown the grout to shed water.
- 14.9 *Drive Posts* are to be driven by mechanical means to a minimum depth of 36 inches or 6 inches greater than what is required for posts set in concrete for a given fence height except where soil conditions are unstable or rock or concrete is encountered. In the case of the latter, the depth should be in keeping with standard fence construction practices for the local area or utilize the solid rock or concrete requirements previously outlined. When driving posts the tops must be protected to prevent distortion of the exposed end. The use of a drive cap is recommended.
- 14.10 *Gate Posts* shall be set in concrete footings. Swing gate posts shall be set in footings as listed in Table 8. Cantilever slide gate post footings shall have a minimum diameter of 12 inches and a minimum depth of 42 inches. Overhead slide gate posts shall be set in a 12 inch diameter hole with a depth of 38 inches for gate openings up to 24 feet. For openings 24 ft. to 40 ft, a 4 inch outside diameter double post shall be set in a 24 inch by 16 inch sized hole, with a depth of 48 in.
- 14.11 *Terminal Post bracing* is required on all fabric over 6 ft and on fabric over 12 ft. in height a center rail is required. All fences installed without a top rail shall have braces on all terminals. Securely fasten diagonal braces to the terminal post and the adjacent line post or its footing or a footing of equal size. There should be no more than a 50° angle between the brace and the ground. Securely fasten horizontal braces (if used in place of diagonal braces) with truss rods from the bottom of the terminal post to the adjacent line post where the brace rail terminates. When top rail is used attach the

brace at the halfway point of the terminal post above grade and, when the top rail is omitted, at the two-thirds point above grade.

- 14.12 *Top Rail* must be supported at each post so that a continuous brace from end to end of each stretch of fence is formed. Securely fasten the top rail to the terminal posts and join with sleeves or coupling to allow for expansion and contraction.
- 14.13 *Tension Wire* should be stretched from end to end of each stretch of fence when the top rail is omitted and positioned at a height that will enable it to be fastened to the fabric within the top 1 ft. of the chain-link fabric. If specified, bottom tension wire should be fastened within the bottom 6 in. of the fabric. The tension wire should be taut and free of sag.
- 14.14 *Chain-Link Fence* shall be placed on the outside of the area enclosed or as directed by the purchaser. Place the fabric by securing one end, applying sufficient tension to remove all slack before making attachments elsewhere. Tighten the fabric to provide a smooth uniform appearance free from sag. The fabric can be cut by untwisting a picket and attaching each span independently at all terminal posts. Use stretcher bars with tension bands or other suitable devices at 15 in. maximum intervals. The fence fabric should be installed 2 inches above ground level. Measure clearance at the post with a tolerance of ± 3 inches. Fasten the fabric to the line posts at intervals not exceeding 15 inches. Fasten the fabric to the rail or tension wire at intervals not exceeding 24 inches. Rolls of wire fabric can be joined by weaving a single picket into the ends of the rolls to form a continuous mesh.
- 14.15 *Barbed Wire*, if required, shall be pulled taut to remove all sag. Firmly install in the slots of extension arms and secure it to a terminal post utilizing terminal post band arms or brace bands or other suitable devices.
- 14.16 *Proper Gate Operation and design* requires consideration of opening direction, grade clearance, and possible obstructions.
- 14.17 *Work Areas* shall be left neat and free of any debris caused by the erection of the fence. All work shall be performed in a safe and orderly fashion in accordance with the William-Steiger Occupational Safety and Health Act of 1970.



City of Hattiesburg, MS

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

Master

File Number: 2012-0535

File ID: 2012-0535

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In Control: City Council

File Created: 02/14/2012

Brief Title: Advertisement for Bids for the Hwy 98 Fire Lines

Final Action:

Minute Book Number: MB 2012-1/66

Title:

Authorize Advertisement for Bids for the U. S. Highway 98 Fireflow Water Lines, Hattiesburg, Mississippi.

Notes:

Sponsors:

Enactment Date:

Attachments: 1273W001_Specs, 1273-W001_Plans_2012-02-08

Enactment Number:

Contact:

Meeting Date: 02/21/2012

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/21/2012					

Text of Legislative File 2012-0535

Title

Authorize Advertisement for Bids for the U. S. Highway 98 Fireflow Water Lines, Hattiesburg, Mississippi.

Summary

Advertisement for Bids for the Hwy 98 Fire lines.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Hattiesburg American and Clarion Ledger, February 24, 2012 and March 2, 2012

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

**U.S. HIGHWAY NO. 98
FIRE WATER LINES**

FOR THE

**CITY OF HATTIESBURG
LAMAR COUNTY
MISSISSIPPI**

FEBRUARY 2012



PREPARED BY:

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

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ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, Mississippi, will receive sealed bids until **10:00 a.m. on March 29, 2012** in the City Clerks Office in the City Hall of said City for furnishing the City's requirements for the following:

**U.S. HIGHWAY NO. 98
FIRE WATER LINES
HATTIESBURG, MISSISSIPPI**

Plans, Specifications and proposal forms may be obtained from Shows, Dearman & Waits, Inc., P. O. Box 1711, 301 Second Avenue, Hattiesburg, Mississippi, 39403, upon deposit of \$150.00, non-refundable. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashiers check or a bid bond written by a company properly licensed in Mississippi.

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

BID:

**U.S. HIGHWAY NO. 98
FIRE WATER LINES
HATTIESBURG, MISSISSIPPI**

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

PUBLISHED by Order of the Council on the 21st day of February A.D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Eddie R. Myers, City Clerk

Publish on 2-24 and 3-2
City of Hattiesburg
Return PROOF to City Clerk's Office
PO Box 1898
Hattiesburg, MS 39403-1898

INFORMATION FOR BIDDERS

BIDS will be received by CITY OF HATTIESBURG, MISSISSIPPI herein called the "OWNER", at City Hall until 10:00 a.m. on March 29, 2012, and then at said office publicly opened and read aloud.

Each BID must be submitted in sealed envelope, addressed to City of Hattiesburg. Each sealed envelope containing a BID must be plainly marked on the outside as BID for U.S. HIGHWAY NO. 98 FIRE WATER LINES and the envelope should bear on the outside the BIDDER'S name, address, and license number if applicable, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed addressed to the Owner at P. O. Box 1898, Hattiesburg, MS 39403

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

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

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

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

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

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsive, responsible BIDDERS. When the Agreement is executed the BONDS of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be

returned. A certified check may be used in lieu of a BID BOND.

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

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

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

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

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

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

A conditional or qualified BID will not be accepted.

Award will be made to the lowest responsible BIDDER.

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

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

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

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

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

PROPOSAL FORM

I (we) agree to begin work within (10) calendar days after the issuance of Work Order, and to complete the work within 300 calendar days thereafter.

It is understood that the quantities of work listed for unit prices bid are approximate, and are intended to merely indicate the general scope of the various items entering into the complete work. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the Proposal to an extent equivalent to 30% of the bid price (in dollars) and that no change in the unit prices proposed shall be occasioned thereby.

The undersigned further agrees that the unit and lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

The undersigned understands the City of Hattiesburg to choose any Alternate Bid Package. The Contract shall be awarded to the low bidder in the Alternate selected by the Owner.

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

If within thirty (30) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within seven (7) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,

Name of Firm or Bidder

By: _____

ADDRESS

BID:
U.S. HIGHWAY NO. 98 FIRE WATER LINES
CITY OF HATTIESBURG

Item No.	Item	Quantity	Unit	Price	Amount
1	6" Class 350 Ductile Iron Water Pipe (Open Cut)	3,030	L.F.		
2	8" Class 350 Ductile Iron Water Pipe (Open Cut)	15,367	L.F.		
3	12" Class 350 Ductile Iron Water Pipe (Open Cut)	31,464	L.F.		
4	16" Class 350 Ductile Iron Water Pipe (Open Cut)	2,985	L.F.		
5	6" Class 350 Ductile Iron Water Pipe (Bored - No Casing)	300	L.F.		
6	8" Class 350 Ductile Iron Water Pipe (Bored - No Casing)	800	L.F.		
7	12" Class 350 Ductile Iron Water Pipe (Bored - No Casing)	2,520	L.F.		
8	16" Class 350 Ductile Iron Water Pipe (Bored - No Casing)	90	L.F.		
9	8" 200 PSI, DR9, HDPE (Direction Bore) (Incl. adapter fittings)	60	L.F.		
10	10" 200 PSI, DR9, HDPE (Direction Bore) (Incl. adapter fittings)	1,550	L.F.		
11	16" 200 PSI, DR9, HDPE (Direction Bore) (Incl. adapter fittings)	2,670	L.F.		
12	22" 200 PSI, DR9, HDPE (Direction Bore) (Incl. adapter fittings)	690	L.F.		
13	18" Steel Casing, 0.25" WT (Open Cut)	80	L.F.		
14	12" Steel Casing, 0.25" WT (Bored)	120	L.F.		
15	14" Steel Casing, 0.25" WT (Bored)	1,125	L.F.		
16	18" Steel Casing, 0.25" WT (Bored)	2,025	L.F.		
17	24" Steel Casing, 0.25" WT (Bored)	120	L.F.		
18	Connection: Proposed 16" to Existing 16" (Straight Connection w/ fittings)	2	Each		
19	Connection: Proposed 16" to Existing 16" (Hot Tap w/ Valve Assembly)	1	Each		

20	Connection: Proposed 16" to Proposed 16" (Tee & other fittings)	1	Each		
21	Connection: Proposed 16" to Proposed 12" (Straight Connection w/ fittings)	1	Each		
22	Connection: Proposed 16" to Proposed 8" (Tee & other fittings)	1	Each		
23	Connection: Proposed 12" to Proposed 12" (Tee & other fittings)	13	Each		
24	Connection: Proposed 12" to Proposed 12" & 8" (Cross & other fittings)	1	Each		
25	Connection: Proposed 12" to Proposed 8" (Tee & other fittings)	8	Each		
26	Connection: Proposed 8" to Existing 16" (Hot Tap w/ Valve Assembly)	3	Each		
27	Connection: Proposed 8" to Proposed 8" (Tee & other fittings)	3	Each		
28	Connection: Proposed 8" to Proposed 6" (Tee & other fittings)	4	Each		
29	16" Valve	3	Each		
30	12" Valve	53	Each		
31	8" Valve	27	Each		
32	6" Valve	5	Each		
33	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	96	Each		
34	6" Fire Suppression System Connection (Incl. Tee, Valve, Pipe, Disconnection of Existing System, Connection to Existing Fire System, etc.)	10	Each		
35	Temporary Erosion Control	1	L.S.		
36	Grassing	1	L.S.		
37	Maintenance of Traffic	1	L.S.		
38	Mobilization	1	L.S.		
				TOTAL BID	

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the undersigned, Principal, and _____ as Surety, are hereby held and firmly bound unto _____ as Owner in the penal sum of _____ for payment of which, well and truly made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20__.

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

U.S. HIGHWAY NO. 98 FIRE WATER LINES

NOW, THEREFORE,

(a) If said BID shall be rejected, or

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

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

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

_____(L.S.)
PRINCIPAL

SURETY

BY: _____

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

CONTRACT AGREEMENT

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

ARTICLE 1: SCOPE OF WORK

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

U.S. HIGHWAY NO. 98 FIRE WATER LINES

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

ARTICLE 2: THE CONTRACT SUM

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

ARTICLE 3: TIME OF COMPLETION

The Contractor agrees, for the consideration above expressed, to begin and complete the work within the time specified in the Proposal. If the Contractor fails to complete the work in the time specified, he shall pay the OWNER as **liquidated damages**, ascertained and agreed, and not in the nature of a penalty, the sum of \$ **1000.00** for each day delayed, which shall be deducted from the final amount to be paid under the contract; provided that the extension of time with the waiver of liquidation damages may be granted as provided for in the Specifications.

ARTICLE 4: PROGRESS PAYMENTS

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

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

The OWNER agrees to pay the CONTRACTOR 100% of the value of the work done each month, less ten percent (10%) retainage until final acceptance of the work has been made).

ARTICLE 5: ACCEPTANCE AND FINAL PAYMENT

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

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

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

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

ARTICLE 6: THE PERFORMANCE BOND

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

ARTICLE 7 INSURANCE

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

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

OWNERS:

City of Hattiesburg _____

SEAL

BY _____

Title _____

ATTEST _____

CONTRACTOR

SEAL

BY _____

Title _____

ATTEST _____

PAYMENT AND PERFORMANCE BOND

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

The Condition of this obligation is such that; whereas Principal by an instrument in writing attached hereto and bearing date of _____ has agreed with said Obligee to do all work necessary and to furnish labor, materials, tools, supplies and services to construct U.S. HIGHWAY NO. 98 FIRE WATER LINES as shown on Plans and specified thereby in the Specifications, Proposal and other Contract Documents hereto attached.

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

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

PROVIDED FURTHER, that if Principal, or his, or its subcontractor or subcontractors fail to duly pay for any labor, materials, team hire, sustenance provisions or any other supplies or materials used or consumed by such Principal or his, their or its subcontractors in performance of

the work contracted to be done, the Surety will pay the same in any amount not exceeding the sum specified in the bond, together with interest as provided by law.

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

(SEAL)

PRINCIPAL

WITNESSES:

ADDRESS

Name of person executing for Principal

Title

SURETY

WITNESSES:

ADDRESS

Name of person executing for Surety

Title

NOTICE OF AWARD

TO: _____

Project: **U.S. HIGHWAY NO. 98 FIRE WATER LINES**

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

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

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

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

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

Dated this _____ day of _____, 20____.

City of Hattiesburg
OWNER

By: _____
Title: Mayor

ACCEPTANCE OF NOTICE

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

Title: _____

NOTICE TO PROCEED

TO: _____ DATE: _____

Project: U.S. HIGHWAY NO. 98 FIRE WATER LINES

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20__ on or before _____, 20__, and you are to complete the WORK within 300 consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 20__.

CITY OF HATTIESBURG
OWNER

BY: _____

TITLE: Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

_____ this the __ day of _____, 20__.

Title: _____

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

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

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

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

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

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

APPROVAL: Accept as satisfactory.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NOTICE TO PROCEED: A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligations under the Contract Documents.

OWNER: A public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

PROJECT: The entire construction to be performed as provided in the Contract Documents.

CONSTRUCTION OBSERVER

RESIDENT INSPECTOR

CONSTRUCTION INSPECTOR

PROJECT REPRESENTATIVE: An authorized representative of the ENGINEER assigned to observe the Work performed and materials furnished by the CONTRACTOR or such other person as may be appointed by the OWNER as his representative. The CONTRACTOR shall be notified in writing of the identity of this representative.

SHOP DRAWINGS: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work and as required by the Contract Documents.

SAMPLES: Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

SPECIFICATIONS: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.

SUBCONTRACTOR: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

SUBSTANTIAL COMPLETION: The stage in construction when a project can be utilized for the purposes for which it was intended. At substantial completion, minor items and items that are seasonally restricted need not be completed, but the items that affect operational integrity and function of the facility must be capable of continuous use.

SUPPLEMENTARY GENERAL CONDITIONS: Federal Conditions in effect at time of submission of Bid.

SUPPLIER: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

SPECIAL CONDITIONS: When included as a part of the Contract Documents, Special Conditions refer only to the Work under this Contract.

SURETY: The corporate body which is bound with the CONTRACTOR and which engages to be responsible for the CONTRACTOR and his acceptable performance of the Work.

WORK: Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

WRITTEN NOTICE: The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm or corporation, or if delivered at or sent by registered mail to the last business address known to him who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the OWNER under this Contract shall be delivered to the OWNER through the ENGINEER.

ARTICLE 2 - PRELIMINARY MATTERS:

AWARD:

2.1 The award of the Contract, if it is awarded, will be to the lowest responsible, responsive Bidder. No Notice of Award will be given until the OWNER has concluded such investigations as he deems necessary to establish the responsibility, qualifications, and financial ability of the Bidders to do the Work in accordance with the Contract Documents to the satisfaction of the OWNER within the time prescribed. The OWNER reserves the right to reject the BID of any Bidder who does not pass such investigation to the OWNER'S satisfaction. In analyzing Bids, the OWNER may take into consideration alternates and unit prices, if requested by the Bid Form. If the Contract is awarded, the OWNER will issue the NOTICE of AWARD and give the successful Bidder a contract for execution within sixty (60) days after the opening of Bids.

EXECUTION OF AGREEMENT:

2.2 At least three counterparts of the Agreement and such other Contract Documents will be executed and delivered by CONTRACTOR to the OWNER within 10 working days or 15 calendar days of receipt from the OWNER.

FORFEITURE OF BID SECURITY:

2.3 Failure of the successful Bidder to execute and deliver the Agreement and deliver the required Bonds as stipulated in paragraph 2.2 shall be just cause for the OWNER to annul the Notice of Award and declare the Bid and any security therefore forfeited.

CONTRACTOR'S PRE-START REPRESENTATIONS:

2.4 CONTRACTOR represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, Work, Locality, and local conditions and will obey all federal, state, and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract

Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

COMMENCEMENT OF CONTRACT TIME:

2.5 The Contract Time will commence to run no less than the 15 days after receipt by the CONTRACTOR of the Notice to Proceed.

STARTING THE PROJECT:

2.6 CONTRACTOR shall start to perform his obligations under the Contract Documents on the date when the Contract Time commences to run. No Work shall be done at the site prior to the date on which the Contract Time commences to run, except with the written consent of the OWNER.

BEFORE STARTING CONSTRUCTION:

2.7 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error or discrepancy which he may discover; however, he shall be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Drawings or Specifications.

SCHEDULE OF COMPLETION:

2.8 Within ten (10) days after delivery of the Notice to Proceed by OWNER to CONTRACTOR, CONTRACTOR shall submit to ENGINEER an estimated progress schedule with earnings indicating the starting and completion dates of the various stages of the Work, and a preliminary schedule of Shop Drawing submissions. See paragraphs 6.22 through 6.26. The ENGINEER shall review and return this schedule or require revisions thereto within 14 days of its submittal. If there is more than one CONTRACTOR involved in a project, the responsibility for coordinating the Work of all CONTRACTORS shall be as provided in the Special Conditions.

2.9 Within twenty (20) days after delivery of the executed agreement by OWNER to CONTRACTOR, but before starting the Work at the site, a preconstruction conference will be held to review the above schedules, to establish procedures for handling shop drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the project. Present at the conference will be the OWNER or his representative, ENGINEER, Resident Project Representatives, CONTRACTOR and his Superintendent.

QUALIFICATION OF SUBCONTRACTORS MATERIALMEN AND SUPPLIERS:

2.10 Within ten (10) working days after bid opening, the CONTRACTOR will (if required) submit to the OWNER and the ENGINEER for acceptance a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of material or

equipment) proposed for those portions of the Work as to which the identity of the Subcontractors and other person and organizations must be submitted as specified in the Contract Documents. Within thirty (30) working days after receiving the list, the ENGINEER will notify the CONTRACTOR in writing if either the OWNER or the ENGINEER, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the OWNER or the ENGINEER to make objection to any Subcontractor, person or organization on the list within thirty days of receipt shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the OWNER or the ENGINEER to reject defective Work, material or equipment, or Work, material or equipment not in conformance with the requirements of the Contract Documents.

ARTICLE 3 - CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS:

3.1 It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the OWNER and the CONTRACTOR. They may be altered only by a Modification.

3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall call it to the ENGINEER'S attention in writing at once and before proceeding with the Work affected thereby; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Specifications or Drawings. The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Agreement Modifications, Addenda, Special Conditions, Instructions to Bidders, General Conditions, Technical Specifications and Drawings.

3.3 The words "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service."

3.4 Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or usable structure or plant providing the indicated function, shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the ENGINEER before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

3.5 The Work of all trades under this Contract shall be coordinated by the CONTRACTOR in such a manner as to obtain the best workmanship possible for the entire Project, and all components of Work shall be installed or erected in accordance with the best practices of the particular trade.

3.6 Manufacturer's literature, when referenced, shall be dated and numbered and is intended to establish the minimum requirements acceptable. Whenever reference is given to codes or standard specifications or other data published by regulating agencies or accepted organizations, including but not limited to National Electrical Code, applicable State Building Code, Federal Specifications, ASTM Specifications, various institute specifications, and the like, it shall be understood that such reference is to the latest edition including addenda in effect on the date of Bid.

3.7 Brand names where used in the Technical Specifications, are intended to denote the standard of quality required for the particular material or product. The use of a brand name item is to set a standard of quality and is not intended to restrict the Contractor from offering an equal item from other source(s) of supply. The term "equal" or "equivalent" when used in connection with brand names, shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color and other applicable characteristics to the material or product specified by trade name, and that is for the same use and capable of performing the same function, in the opinion of the ENGINEER, as the material or product so specified. Proposed equivalent items must be approved by ENGINEER before they are purchased or incorporated in the Work.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE CONDITIONS; REFERENCE POINTS:

Availability of Lands

4.1 The OWNER will furnish, as indicated in Contract Documents the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the OWNER, unless otherwise specified in the Contract Documents. Other access to such lands or rights-of-way for the CONTRACTOR'S convenience shall be the responsibility of the CONTRACTOR. The CONTRACTOR will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 The OWNER will, upon request, furnish to the BIDDERS copies of all available boundary surveys.

Subsurface Conditions:

4.3 The CONTRACTOR acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the grounds, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The CONTRACTOR further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably

ascertainable from an inspection of the site, including all exploratory work done on behalf of the OWNER on the site or any contiguous site, as well as from information presented by the Drawings and Specifications made a part of this Contract, or any other information made available to him prior to receipt of Bids. Any failure by the CONTRACTOR to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work. The OWNER assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the OWNER.

Differing Site Conditions

4.4 (a) The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the OWNER in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. The OWNER shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

(b) No claim of the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the notice required in (a) above.

(c) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

ARTICLE 5 - BONDS AND INSURANCE:

Performance and Payment Bonds:

5.1 The contractor's attention is directed to the Information For Bidders.

Contractor's Liability Insurance:

5.2 The CONTRACTOR shall provide the OWNER with insurance certificates certifying that all required insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

5.3 The CONTRACTOR agrees that if any part of the Work under the contract is sublet, he will require the Subcontractor(s) to carry insurance as required, and that he will require the Subcontractor(s) to furnish to him insurance certificates similar to those required by the OWNER in 5.1 above.

5.4 The CONTRACTOR agrees to add ENGINEER to insurance policy as additional insured.

Owner's Liability Insurance

5.4 The OWNER will be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the Contract Documents.

Fire and Extended Coverage Insurance (Builders' Risk):

5.5 The CONTRACTOR shall maintain, as applicable, in an Insurance Company or Insurance Companies acceptable to the OWNER, Fire, Extended Coverage and Vandalism & Malicious Mischief Insurance on buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract. The amount of insurance must at all times be at least equal to the actual cash value of the insured property. The policy shall be in the name of the OWNER and the CONTRACTOR, as their interests may appear, and shall also cover the interests of all Subcontractors performing work.

5.6 The CONTRACTOR shall provide the OWNER with satisfactory evidence certifying that the foregoing insurance is in force; and such evidence shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

Cancellation and Re-Insurance:

5.7 If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this Contract, the CONTRACTOR shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain continuous coverage during the life of this Contract.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES:

Supervision and Superintendence:

6.1 The CONTRACTOR will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work. (Copies of written communications given to the Superintendent shall be mailed to the Contractor's home or office.)

Labor, Materials and Equipment:

6.2 The CONTRACTOR will provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

6.3 The CONTRACTOR will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

6.4 All materials and equipment will be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.

6.5 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract Documents.

Materials, Equipment, Products and Substitutions:

6.6 Materials, equipment and products incorporated in the Work must be approved for use before being purchased by the CONTRACTOR. The CONTRACTOR shall submit to the ENGINEER a list of proposed materials, equipment or products, together with such samples as may be necessary for him to determine their acceptability and obtain his approval, within ninety (90) calendar days after award of Contract. No request for payment for "or equal" equipment will be approved until this list has been received and approved by the ENGINEER.

6.6.1 Whenever a material, article or piece of equipment is identified on the drawings or Specifications by reference to brand names or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand names or catalog number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Incidental charges or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the Contract Price, or Contract Time.

6.6.2 No substitute shall be ordered or installed without the written approval of the ENGINEER who shall be the judge of equality.

6.6.3 Delay caused by obtaining approvals for substitute materials will not be considered justifiable grounds for an extension of construction time.

6.6.4 Should any work or materials, equipment or products not conform with requirements of the Drawings and Specifications or become damaged during the process of the Work, such Work or materials shall be removed and replaced, together with any work disarranged by such alterations, at any time before completion and acceptance of the Project. All such work shall be done at the expense of the CONTRACTOR. (See paragraph 7.10)

6.6.5 No materials or supplies for the Work shall be purchased by the CONTRACTOR or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that he has good title to all materials and supplies used by him in the Work.

Concerning Subcontractors:

6.7 The CONTRACTOR will not employ any Subcontractor, other person or organization of the types referred to in paragraph 2.10 (whether initially or as a substitute) against whom the OWNER or the ENGINEER may have reasonable objection, nor will the CONTRACTOR be required to employ any Subcontractor against whom he has reasonable objection. The CONTRACTOR will not make any substitution for any Subcontractor who has been accepted by the OWNER and the ENGINEER, unless the ENGINEER determines that there is good cause for doing so.

6.8 The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER or ENGINEER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done in accordance with the schedule of values.

6.9 The divisions and sections of the Specifications and the identifications of any drawings shall not control the CONTRACTOR in dividing the work among Subcontractors or delineating the Work to be performed by any specific trade.

6.10 The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER.

6.11 All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.

6.12 The CONTRACTOR shall be responsible for the coordination of the trades, Subcontractors and material men engaged upon his Work.

6.12.1 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the Contract Documents.

6.12.2 The OWNER or ENGINEER will not undertake to settle any differences between the CONTRACTOR and his Subcontractors or between Subcontractors.

6.12.3 If in the opinion of the ENGINEER, any Subcontractor on the project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed in writing.

Patent Fees and Royalties:

6.13 The CONTRACTOR will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. He will indemnify and hold harmless the OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees) arising out of any infringement of such rights during or after completion of the Work, and shall defend all such claims in connection with any alleged infringement of such rights.

6.14 The CONTRACTOR shall be responsible for determining the application of patent rights and royalties on materials, appliances, articles or systems prior to bidding. However, he shall not be responsible for such determination on systems which do not involve purchase by him of materials, appliances, and articles.

Permits:

6.15 The CONTRACTOR will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his Bid. When such charges are normally made by the OWNER, there will be no charges to the CONTRACTOR. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The CONTRACTOR will also pay all public utility charges.

Laws and Regulations:

6.16 The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he will give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the CONTRACTOR

performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the ENGINEER, he will bear all costs arising therefrom; however, it shall not be his primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Taxes:

6.17 Cost of all sales and other taxes for which the CONTRACTOR is liable under the Contract shall be included in the Contract Price stated by the CONTRACTOR.

Record Drawings:

6.18 The CONTRACTOR will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Engineer and shall be delivered to him for the OWNER upon completion of the Project. It shall be used for this purpose only.

Safety and Protection:

6.19 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

6.19.1 All employees on the work and other persons who may be affected thereby.

6.19.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

6.19.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.20 The CONTRACTOR will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S superintendent unless otherwise designated in writing by the CONTRACTOR to the OWNER.

Emergencies:

6.21 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved. If the CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase

in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

Shop Drawing and Samples:

6.22 After checking and verifying all field measurements, the CONTRACTOR will submit to the ENGINEER for review, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9) copies (or at the ENGINEER'S option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the ENGINEER to review the information as required.

6.23 The CONTRACTOR will also submit to the ENGINEER for review, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

6.24 At the time of each submission, the CONTRACTOR will in writing call the ENGINEER'S attention to any deviations that the Shop Drawings or sample may have from the requirements of the Contract Documents.

6.25 The ENGINEER will review with reasonable promptness Shop Drawings and samples, but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such will not indicate review of the assembly in which the item functions. The CONTRACTOR will make any corrections required by the ENGINEER and will return the required number of corrected copies of Shop Drawings and resubmit new samples until the review is satisfactory to the ENGINEER. The CONTRACTOR shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the ENGINEER on previous submissions. The CONTRACTOR'S stamp of approval on any Shop Drawings or sample shall constitute a representative to the OWNER and the ENGINEER that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawings or sample with the requirements of the Work and the Contract Documents.

6.26 No Work requiring a Shop Drawing or sample submission shall be commenced until the submission has been reviewed by the ENGINEER. A copy of each Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6.27 The ENGINEER'S review of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the ENGINEER'S attention to such deviation at the time

of submission and the ENGINEER has given written approval to the specific deviation, nor shall any review by the ENGINEER relieve the CONTRACTOR from responsibility for errors or omission in the Shop Drawings.

Cleaning Up:

6.28 Site. The CONTRACTOR shall clean up behind the Work as much as is reasonably possible as the Work progresses. Upon completion of the Work, and before acceptance of and final payment for the Project by the owner, the CONTRACTOR shall remove all his surplus and discarded materials excavated material and rubbish from the roadways, sidewalks, parking areas, lawns and all adjacent property; shall clean his portion of Work involved in any building under this Contract, so that no further cleaning by the OWNER is necessary prior to his occupancy; shall restore all property, both public and private, which has been disturbed or damaged during the prosecution of the Work; and shall leave the whole in a neat and presentable condition.

6.29 Clean-up operations shall consistently be carried on by the CONTRACTOR at all times to keep the premises free from accumulation of waste materials and rubbish. Upon completion of the Work he shall remove all rubbish, tools, scaffolding, surplus materials, etc., and shall leave his work "broom clean", or its equivalent, unless more exactly specified elsewhere in the Contract. The General CONTRACTOR shall do the following special cleaning for all trades upon completion of the Work:

6.30 General. In case of dispute, the OWNER may remove the rubbish and charge the cost to the several contractors as the ENGINEER shall determine to be just.

Public Convenience and Safety:

6.31 The CONTRACTOR shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. "Street Closed" signs shall be placed immediately adjacent to the Work, in a conspicuous position at such locations as traffic demands. At any time that streets are required to be closed, the CONTRACTOR shall notify law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times.

Sanitary Provisions:

6.32 The General CONTRACTOR shall furnish necessary toilet conveniences, secluded from public observation, for use of all personnel on the Work, whether or not in his employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the Public Authorities having jurisdiction. He shall commit no public nuisance. Temporary sanitary facilities shall be removed upon completion of the Work and the premises shall be left clean.

Indemnification:

6.33 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

6.34 In any and all claims against the OWNER or the ENGINEER or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.33 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.35 The obligations of the CONTRACTOR under paragraph 6.33 shall not extend to the liability of the Engineer's negligent acts, errors or omissions or those of his employees or agents.

Responsibility for Connecting to Existing Work:

6.36 It shall be the express responsibility of the CONTRACTOR to connect his Work to each part of the existing work or work previously installed as required by the Drawings and Specifications to provide a complete installation.

Work in Street, Highway and Other Rights-of-Way:

6.37 Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights-of-way of streets, highways, public carrier lines, utility lines (either aerial, surface or subsurface), etc., shall be done in accordance with requirements of the special conditions. The OWNER will be responsible for obtaining all permits necessary for the work. Upon completion of the Work, CONTRACTOR shall present to ENGINEER certificates, in triplicate, from the proper authorities stating that the Work has been done in accordance with their requirements.

6.37.1 The OWNER will cooperate with the CONTRACTOR in obtaining action from any utilities or public authorities involved in the above requirements.

6.37.2 The ENGINEER shall be responsible for obtaining elevations of curbs and gutters, pavement, storm drainage structures, and other such items which must be established by governmental departments as soon as grading operations are begun on the site and, in any case, sufficiently early in the construction period to prevent any adverse effect on the Project.

Cooperation with Governmental Departments, Public Utilities, Etc:

6.38 The OWNER shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structure connected therewith, that are encountered in the work in order that such items may be properly shored, supported and protected, or the CONTRACTOR may relocate them if he so desires. The CONTRACTOR shall give all proper notices, shall comply with requirements of such parties in the performance of his Work, shall permit entrance of such parties on the Project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.

6.38.1 The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

6.38.2 The CONTRACTOR shall have made himself familiar with all codes, laws, ordinances and regulations which in any manner affect those engaged or employed in the Work, or materials and equipment used in or upon the Work, or in any way affect the conduct of the Work, and no plea of misunderstanding will be considered on account of his ignorance thereof.

Use of Premises:

6.39 CONTRACTOR shall confine his apparatus, storage of materials, and operations of his workmen to limits indicated by law, ordinances, permits, and directions of ENGINEER and OWNER, and shall not unnecessarily encumber any part of site.

6.39.1 CONTRACTOR shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall he subject any part of the Work to stresses or pressures that will endanger it.

6.39.2 CONTRACTOR shall enforce OWNER'S instructions in connection with signs, advertisements, fires and smoking.

6.39.3 CONTRACTOR shall arrange and cooperate with OWNER in routing and parking of automobiles of his employees, subcontractors and other personnel and in routing material delivery trucks and other vehicles to the Project Site.

Protection of Existing Property Improvements:

6.40 Any existing surface or subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings or structures (including portions thereof), trees, and shrubbery not indicated on

the Drawings or noted in the Specifications as being removed or altered shall be protected from damage during construction of the Project. Any such improvements damaged during construction of the Project shall be restored to a condition equal to that existing at time of award of Contract.

Temporary Heat:

6.41 The General CONTRACTOR shall provide heat, fuel and services as necessary to protect all work and materials, within all habitable areas of permanent building construction, for all contracts against injury from dampness and cold until final acceptance of all work and materials for the Project, unless building is fully occupied by the OWNER prior to such acceptance, in which case the OWNER shall assume all expenses of heating from date of full occupancy. In areas outside those covered above, each prime contractor shall be responsible for providing such temporary heat, fuel and services as required to protect his work or shall make all necessary arrangements with the General CONTRACTOR for providing such temporary heat, fuel and services. Unless otherwise specifically permitted by Special Conditions, the permanent heating system shall not be used to provide temporary heat. CONTRACTOR'S proposed methods of heating shall be submitted for approval.

ARTICLE 7 - WORK BY OTHERS:

7.1 The OWNER may perform additional work related to the Project by himself, or he may let other direct contracts therefor which shall contain General Conditions similar to these. The CONTRACTOR will afford the other contractors who are parties to such direct contracts (or the OWNER, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

7.2 If any part of the CONTRACTOR'S work depends for proper execution or results upon the work of any such other CONTRACTOR (or the OWNER), the CONTRACTOR will promptly report to the ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.

7.3 The CONTRACTOR will do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The CONTRACTOR will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the ENGINEER and of the other contractors whose work will be affected.

7.4 If the performance of additional work by other contractors or the OWNER is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional work. If the CONTRACTOR believes that the performance of such additional work by the OWNER or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provide in Articles 11 and 12.

7.5 Where practicable, the General CONTRACTOR shall build around the work of other separate contractors or shall leave chases, slots and holes as required to receive and to conceal within the general construction work the work of such other separate contractors as directed by them. Where such chases, slots, etc., are impracticable, the work shall require specific approval of the ENGINEER.

7.6 Necessary chases, slots and holes not built or left by the General CONTRACTOR shall be cut by the separate contractor requiring such alterations after approval of the General CONTRACTOR. The General CONTRACTOR shall do all patching and finishing of his Work where cut by other contractors at the expense of such other contractors.

7.7 Cooperation is required in the use of site facilities and in the detailed execution of the Work. Each CONTRACTOR shall coordinate his operations with those of the other contractors for the best interest of the Work in order to prevent delay in the execution thereof.

7.8 Each CONTRACTOR shall keep himself informed of the progress of the work of other contractors. Should lack of progress or defective workmanship on the part of other contractors interfere with his operations, the CONTRACTOR shall notify the ENGINEER immediately. Lack of such notice to the ENGINEER will be construed as acceptance by the CONTRACTOR of the status of the work of other contractors as being satisfactory for proper coordination of his own work.

7.9 Each CONTRACTOR shall give notices of the progress of his work so as to allow other contractors adequate opportunity to properly direct and coordinate their work. The General Contractor shall give notices of the progress of his Work so that work of other contractors, when required to be concealed, may be placed before the general construction Work. All such notices shall be submitted to the ENGINEER with copies to other prime contractors on the Project sufficiently ahead of job progress to permit adequate time for the other prime contractors to coordinate their work.

7.10 The cost of extra work resulting from lack of notices, untimely notices, failure to respond to notices, defective work or lack of coordination shall be borne by the CONTRACTOR responsible for such lack of notices, etc.

ARTICLE 8 - OWNER'S RESPONSIBILITIES:

8.1 The OWNER will issue all communications to the CONTRACTOR through the ENGINEER.

8.2 In case of termination of the employment of the ENGINEER, the OWNER will appoint an engineer against whom the CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to arbitration, if mutually agreeable.

8.3 The OWNER will furnish the data required of him under the Contract Documents promptly and shall make payments to the CONTRACTOR promptly after they are due as provided in Article 14.

8.4 OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1, 4.4 and the Special Conditions. Paragraphs 4.2 and 4.3 refer to OWNER'S identifying and making available to CONTRACTOR copies of surveys and investigation reports of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications.

8.5 The OWNER'S responsibilities in respect of liability and property insurance are set forth in paragraph 5.4.

8.6 In addition to his rights to request changes in the Work in accordance with Article 10, the OWNER (especially in certain instances as provided in paragraph 10.4) will be obligated to execute Change Orders.

8.7 In connection with the OWNER'S right to stop Work or suspend Work, see paragraph 15.1. Paragraph 15.3 deals with the OWNER'S right to terminate services of the CONTRACTOR under certain circumstances.

8.8 The OWNER shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or any portion thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the Work, the CONTRACTOR shall be entitled to such extra compensation or extension of time or both, except by prior agreement, as the ENGINEER may determine. See paragraph 14.11.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION:

Owner's Representative:

9.1 The ENGINEER shall be the OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of the ENGINEER as the OWNER'S representative during construction are set forth in Articles 1 through 17 of these General Conditions and shall not be extended without written consent of the OWNER and the ENGINEER.

9.1.1 The ENGINEER'S decision, in matters relating to aesthetics shall be final, if within the terms of the Contract Documents.

9.1.2 Except as may be otherwise provided in this contract all claims, counter-claims, disputes and other matters in question between the OWNER and the CONTRACTOR arising out of or relating to this agreement or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

Visits to Site:

9.2 The ENGINEER will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He will not be required to make continuous on-site observations to check the quality or quantity of the Work. His efforts will be directed toward ascertaining on behalf of the OWNER that the completed Project will conform to the requirements of the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep the OWNER informed of the progress of the Work and will endeavor to guard the OWNER against defects and deficiencies in the Work of contractors.

Clarifications and Interpretations:

9.3 The ENGINEER will issue with reasonable promptness such written clarification or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefor as provided in Articles 11 and 12.

Measurement of Quantities:

9.4 All Work completed under the Contract will be measured by the ENGINEER according to the United States Standard Measures. All linear surface measurements will be made horizontally or vertically as required by the item measured.

Rejecting Defective Work:

9.5 The ENGINEER will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not meet the requirements of any inspection, test or approval or has been damaged prior to final acceptance). He will also have authority to require special inspection or testing of the Work whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.6 In connection with the ENGINEER'S responsibility as to Shop Drawings and samples, see paragraphs 6.22 through 6.27, inclusive.

9.7 In connection with the ENGINEER'S responsibility for Change Orders, see Articles 10, 11, and 12.

9.8 In connection with the ENGINEER'S responsibilities in respect of Application for Payment, etc., see Article 14.

Resident Project Representative:

9.9 The OWNER or the ENGINEER will provide on-site representation sufficient to guarantee that construction is in general compliance with the construction drawings and the contract specifications.

Decisions on Disagreements:

9.10 The ENGINEER will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance thereunder. In his capacity as interpreter and judge, he will exercise his best efforts to insure faithful performance by both the OWNER and the CONTRACTOR. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the ENGINEER for decision; which he shall render in writing within a reasonable time.

9.11 Either the OWNER or the CONTRACTOR, if the other agrees, may request arbitration with respect to any such claim, dispute or other matter that has been referred to the ENGINEER, except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.11, such arbitration to be in accordance with Article 16. However, no request for arbitration of any such claim, dispute or other matter shall be made until the earlier of (a) the date on which the ENGINEER has rendered his decision or (b) the tenth day after the parties have presented their evidence to the ENGINEER if he has not rendered his written decision before that date. No request for arbitration shall be made later than thirty (30) days after the date on which the ENGINEER rendered his written decision in respect of the claim, dispute or other matter as to which arbitration is sought; and the failure to request arbitration within said thirty (30) days period shall result in the ENGINEER'S decision being final and binding upon the OWNER and the CONTRACTOR. If the ENGINEER renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but shall not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned.

Limitations on Engineer's Responsibilities:

9.12 Neither the ENGINEER'S authority to act under this Article 9 nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any Subcontractor, any of their agents or employees or any other person performing any of the Work.

9.13 The ENGINEER will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and he will not be responsible for the CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.14 The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of his or their agents or employees, or any other person performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK:

10.1 Without invalidating the Agreement, the OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the CONTRACTOR will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12. A Change Order signed by the CONTRACTOR indicates his agreement therewith.

10.2 The ENGINEER may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefor as provided in Articles 11 and 12.

10.3 Additional Work performed by the CONTRACTOR without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.21 and except as provided in paragraph 10.2.

10.4 The OWNER will execute appropriate Change Orders prepared by the ENGINEER covering changes in the Work to be performed as provided in paragraph 4.4, and Work performed in an emergency as provided in paragraph 6.21 and any other claim of the CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by the ENGINEER.

10.5 It is the CONTRACTOR'S responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The CONTRACTOR will furnish proof of such adjustment to the OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE:

11.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without changing the Contract Price.

11.2 (a) The OWNER may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the Work within the general scope of the contract, including but not limited to changes:

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;

- (3) In the Owner-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written order or an oral order (which terms as used in this paragraph (b) shall include direction, instruction, interpretation or determination) from the OWNER, which causes any such change, shall be treated as a change order under this clause, provided that the CONTRACTOR gives the OWNER written notice stating the date, circumstances, and source of the order and that the CONTRACTOR regards the order as a change order.

(c) Except as herein provided, no order, statement, or conduct of the OWNER shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

(d) If any change under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the work under this contract, weather or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly: PROVIDED, HOWEVER, that except for claims based on defective specifications, no claim for any change under (b) above shall be allowed for any costs incurred more than 20 days before the CONTRACTOR gives written notice as therein required. And provided further, that in the case of defective specifications for which the OWNER is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the CONTRACTOR in attempting to comply with such defective specifications.

(e) If the CONTRACTOR intends to assert a claim for an equitable adjustment under this clause, he must, within 30 days after receipt of a written change order under (a) above or the furnishing of a written notice under (b) above, submit to the OWNER a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the OWNER. The statement of claim hereunder may be included in the notice under (b) above.

(f) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents by application of unit prices to the quantities of the items involved. Should the Work (by quantity) be increased or decreased by 15 per cent from that stipulated in the Contract Documents, the OWNER and the CONTRACTOR may request adjustment of the unit prices by negotiation. If negotiation fails to reach agreement, then either party may request arbitration for the volume in excess of the 15 per cent differential.

11.3.2 By negotiated lump sum.

11.3.3 The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work plus a fixed amount to be agreed upon to cover the cost of general overhead and profit to be negotiated.

11.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise maybe agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to salaries and wages plus the costs of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by OWNER.

11.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3 Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such Bids to OWNER who will then determine with the advice of ENGINEER, which Bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work Plus a Fee, the cost of the Work shall be determined in accordance with paragraphs 11.4 and 11.5.

11.4.4 Costs of special consultants (including but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work.

11.4.5 Supplemental costs including the following:

11.4.5.1 The proportion of necessary transportation, travelling and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

11.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or other in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the cost of transportation, loading, unloading, installation, dismantling and removal thereof--all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall end when the use thereof is no longer necessary for the Work.

11.4.5.4 Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable imposed by any governmental authority.

11.4.5.5 Deposits lost for causes other than CONTRACTOR'S negligence, royalty payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.

11.4.5.6 Losses, damages and expenses, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of Work for the purpose of determining CONTRACTOR'S fee. If however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7. The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9 Cost of premiums for additional Bonds and Insurance required because of changes in the Work.

11.5 The term cost of the Work shall not include any of the following:

11.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals, (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 11.4.1 -- all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.

11.5.2 Expenses of CONTRACTOR'S principal and branch offices other than his office at the site.

11.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR'S for delinquent payments.

11.5.4 Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provide in subparagraph 11.4.5.9.)

11.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.6 The CONTRACTOR'S Fee which shall be allowed to CONTRACTOR for his overhead and profit shall be determined as follows;

11.6.1 A mutually acceptable firm fixed price; or if none can be agreed upon,

11.6.2. A mutually acceptable fixed fee based on the estimate of the various portions of the Cost of the Work.

11.7 The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the net shall be computed to include overhead and profit, identified separately, for both additions and credits.

11.8 Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will submit in form prescribed by ENGINEER an itemized cost breakdown together with supporting data.

11.9 Allowances: It is understood that the CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such materialmen, suppliers, or Subcontractors and for such sums within the limit of the allowances as the ENGINEER may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. The CONTRACTOR agrees that the original Contract Price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

11.9.1 These allowances shall cover the cost to the CONTRACTOR less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.

11.9.2. The CONTRACTOR'S costs for unloading and handling on site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Price and not in the allowance.

11.9.3 Whenever the cost, as described in 11.9.1 above, is more than or less than the allowance, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses, except that whenever unit price allowances are stipulated for brick, the Change Order will not include any cost as described in 11.5 above.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME:

12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER and ENGINEER within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefor as provided in paragraph 12.1. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by OWNER, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of the Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either parties.

12.4 No claim for delay shall be allowed because of failure to furnish Drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

12.5 This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

ARTICLE 13 - GUARANTY:

13.1 The CONTRACTOR shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of

SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs or adjustments, in the Work that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

ARTICLE 14 - PAYMENTS AND COMPLETION:

Payments to Contractors:

14.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within 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.

MEASUREMENT AND PAYMENT

Measurement and Payment for the following bid items shall be as described and shall include all material, equipment, labor, testing, etc. to install and make operational a complete water system as detailed on the contract drawings and as specified in the contract documents.

DUCTILE IRON WATER LINE, CLASS 350

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.

HDPE WATER LINE

Payment for installation of HDPE water line shall include furnishing and installing all pipe, boring, materials, fittings for coupling to ductile iron testing, flushing and related items not specifically covered under other pay item. Length shall be determined by the measured distance of pipe installed and accepted.

STEEL CASING

Payment for installation of bored or open cut steel casing shall include furnishing and installing all steel pipe, spacers, end caps, excavating, compaction of backfill, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing and related items not specifically covered under other pay items. Length shall be determined by the measured distance of casing pipe installed and accepted.

FIRE HYDRANT WITH APPURTENANCES

Payment for installation of fire hydrant with appurtenance shall include furnishing fire hydrant, gate valve, piping, trenching, excavating, compaction of backfill, blocking, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing, flushing and related items not specifically covered under other pay items. Pay shall be determined per each to include fire hydrant, tees, gate valve, pipe and other miscellaneous items as required to provide an operational hydrant.

GATE VALVES

Payment for installation of gate valves shall include furnishing valves, valve boxes, trenching, excavating, compaction of backfill, blocking, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing, flushing and related items not specifically covered under other pay items as depicted on the construction plans. Pay shall be determined per each.

EROSION CHECKS

Payment for erosion checks shall include furnishing, installing and maintaining hay bales as required by current Mississippi Department of Environmental Quality standards. Hay bales shall

be installed and maintained to prevent erosion under or excess siltation within 24 hours of a rain event. The unit measurement shall be one time per location per each installed and accepted.

CLEARING AND GRUBBING

Payment for clearing and grubbing shall include removing all debris from work site to include trees, shrubs, asphalt, concrete, etc. which interferes with construction and maintenance of the water main installation. Contractor shall dispose of materials at an off site located as furnished by the Contractor. The unit measurement shall be lump sum and based on the percentage of total contract complete.

MOBILIZATION

Payment for mobilization shall enable contractor to assemble materials, equipment, etc. on site to prepare for construction. The unit measurement shall be lump sum. Mobilization shall be paid 50 percent at 5 percent of construction complete and 100 percent at 25 percent of construction complete.

ASPHALT PAVEMENT

Payment for installation of asphalt pavement shall include furnishing and installing asphalt mix, preparatory grading, spreading, compacting, and maintenance of traffic during construction. Pay shall be determined by the tonnage installed and accepted.

CONCRETE PAVEMENT

Payment for installation of concrete pavement shall include furnishing and installing concrete ready mix, preparatory grading, spreading, finishing, and maintenance of traffic during construction. Pay shall be determined by the square yard installed and accepted, at a minimum depth of 4 inches.

CONNECTION

Payment for installation of connection shall include furnishing gate valves reducers, fittings, trenching, excavating, compaction of backfill, blocking, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing, flushing and related items not specifically covered under other pay items. Pay shall be determined per each as determined by size of line existing for connection.

MAINTENANCE OF TRAFFIC

Payment for maintenance of traffic will be lump sum. Item shall include all materials, labor and equipment to maintain traffic based on the current MUTCD or as required by the engineer.

GRASSING

Payment for grassing work shall include furnishing and installing seeding, fertilizer, lime and other components required to establish permanent grassing. Grassing shall include final grading prior to installation of seeding materials. The unit measurement shall be lump sum and based on the percentage of area completed in full to date at time of estimate.

TEMPORARY EROSION CONTROL

Payment for temporary erosion control shall include furnishing, installing and maintaining temporary erosion control as required by current Mississippi Department of Environmental Quality standards. Locations shall be determined by Engineer. Silt fence as part of temporary erosion control shall be installed and maintained to prevent erosion under or siltation above 50% of fence height within 24 hours of a rain event. The unit measurement shall be lump sum based on the percentage of work completed at the time of estimate.

FIRE SUPPRESSION SYSTEM CONNECTION

Payment for fire suppression system connection shall include furnishing tee, valve, pipe, trenching, excavating, compaction of backfill, disposal of excess excavating material, sheeting, shoring, bracing, dewatering, testing, flushing and other items necessary to provide a complete connection. Pay shall include all labor, materials and equipment necessary to provide an operational connection. Pay shall be determined per each.

TECHNICAL SPECIFICATIONS

The following Technical Specifications shall apply to solely the roadway portion of the project.

The **TECHNICAL SPECIFICATIONS** for the project is the "Mississippi Standard Specifications for Road and Bridge Construction, 2004 Edition. Any reference to Unit Prices shall be deleted. Director, Chief Engineer, Project Engineer, etc. shall mean the City of Hattiesburg or it's duly authorized representative.

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/A/21.10, 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 not water in bell holes at the time of coupling pipe. All costs of equipment, labor, and materials required for dewatering shall be included in the bid price.

F. Bedding: The Contractor shall satisfactorily shape the trench area (to specified line, grade and cross section) to receive bedding material. The bottom of the trench shall be undisturbed soil. Should the Contractor over excavate the trench without direction from the Engineer, the trench shall be brought up to grade with select backfill and compacted to at least 90% of maximum laboratory density as measured by AASHTO T 99. Such additional work and materials for over excavation without direction of the Engineer shall be at the expense of the Contractor.

Holes for the bells shall be provided at each joint in the 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.

Compaction tests for water pipe related work shall not be less than as follows:

(Number of Compaction Tests)

AASHTO T-99 AASHTO T-191
or
ASTM D 2922

Stabilization Material	1	One per 100 CY
Bedding Material	2	One per 600 LF
Tamped Backfill	2	One per 600 LF

HYDROSTATIC TESTING:

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:

$$L = \frac{SD}{133,200} P$$

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 a solution of chlorine of 50mg/l for 24 hours in such manner as to meet the requirements of the State Board of Health.

At least two (2) samples of chlorine free water, taken from each section shall be submitted to the State Board of Health for examination to determine if the system is free from organisms of the Coli-Aerogenes group. If such samples are not negative from organisms of the Coli-Aerogenes group, the system shall be disinfected and reinfected 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.

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 inches.

Concrete surfaces shall be properly tooled and receive a broom finish. Installation (if required) of new driveway drainage culvert shall be made only at the direction of the Engineer. The Contractor shall take all reasonable precautions to allow for reuse of existing drainage culverts.

- 5.4 Repair to Gravel Roads: Gravel roads shall be backfilled and compacted in accordance with Paragraph (B) of this Specification. The final surface shall consist of 12-inch in-place compacted clay gravel. Compaction shall be to 100% of maximum laboratory density in accordance with 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.

CONCRETE

1. GENERAL

- A. This item shall consist of furnishing all materials, labor, supervision, tools, equipment and incidentals and performing all forms of work; furnishing and placing reinforcement, inserts and anchors; mixing, placing, curbing, and furnishing of portland cement concrete.
- B. The work includes, but is not necessarily limited to manholes, pumping stations, lift stations and minor concrete work.

2. APPLICABLE DOCUMENTS

The following publications form a part of this Specification and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publication referenced shall apply to the work.

A. American Society for Testing and Materials (ASTM):

- A 615 Billet Steel for Concrete Reinforcement
- C 31 Making and Curing Concrete Compressive and Flexural Strength Test Specimens in the Field
- C 33 Concrete Aggregates
- C-39 Compressive Strength of Molded Concrete Cylinders
- C 143 Slump of Portland Cement Concrete
- C 150 Portland Cement

B. Mississippi State Highway Department (MSHD):

Standard Specifications for Road and Bridge Construction 1990 Edition.

3. SUBMITTALS:

The following data shall be submitted to the Engineer for review prior to incorporation into the work:

- A. Letter from the manufacturer certifying the concrete mix conforms to the requirements for

Class B concrete as defined in Section 804 of the MSHD Standard Specifications for Road and Bridge Construction.

- B. Letter of certificate from the manufacturer certifying that the reinforcing steel conforms to the herein specified requirements.

4. MATERIALS:

- A. General: The concrete shall be ready-mix concrete manufactured by a plant for delivery to the site of the work in a plastic state. The Contractor may batch the concrete at the work site by use of portable mixers providing the following requirements are met:

1. Facilities shall be provided to properly weight, proportion and control the components of the concrete mix.
2. The mixer(s) shall be of such capacity so as to allow the complete placement of the plastic concrete mix prior to the initial set of any portion of the particular concrete pour.

- B. Concrete Mix: The concrete materials and mix design, shall conform to the requirements for Class B concrete Section 804, MSHD Standard Specifications for Road and Bridge Construction. The compressive strength of the concrete shall be a minimum of 3000 psi at 28 days, or earlier. Type I Portland Cement shall be used in the mix, except where otherwise specified or permitted. Prior to producing any concrete for cast-in-place construction on the project, the Contractor shall submit to the Engineer the proposed mix design and shall obtain Engineer's approval of the mix design.

- C. Reinforcing Steel - shall be new stock, deformed bars conforming to ASTM A 615, Grade 40 or Grade 60.

- D. Curing Material - shall consist of wetted burlap, wetted cotton mats, plastic sheeting, or an approved liquid membrane material which will satisfactorily keep the new concrete in a moist condition for at least seven (7) days.

5. CONSTRUCTION:

- A. Weather Limitations: Concrete shall be placed when the atmospheric temperature is a Minimum of thirty-five (35)degrees F. and rising. Newly placed concrete shall be protected from cold temperatures for at least four (4) days at a temperature of not less than forty (40) degrees F.

- B. Forms: Forms shall be securely anchored in place and properly aligned. Wood forms shall be oiled prior to placement of fresh concrete mix.

C. Reinforcement: Reinforcing bars shall be securely mounted by the use of chairs or other approved methods so as to not become displaced during placement of concrete mix. The positioning of reinforcing by working the bars into the newly placed concrete mix shall not be allowed.

D. Placement: The plastic concrete mix shall be worked (and vibrated if required) into the formwork. The mix shall be consolidated so as to remove all voids and finished to form a true and level surface.

E. Curing: The hardened concrete shall be kept moist by the use of curing materials for a minimum of seven (7) days.

F. Slump Requirements: The following slump requirement shall apply:
Class B Concrete 2-4 Inches

G. Chamfered Corners: All exposed corners shall be chamfered one (1) inch or as indicated.

H. Finish:

1. All surfaces shall be "floated" to provide a uniform and level surface. Defects (honeycombs, ties, etc.) shall be repaired. No rubbing shall be required.

2 Sidewalks, driveways and other surfaces subject to pedestrian traffic shall be floated as noted in paragraph 1 above and shall receive a "broom" finish.

6. TESTING

The following test shall be required:

A. Slump: The Engineer shall test the concrete mix for conformance to the slump requirements as required. Test shall be in accordance with ASTM C 143.

B. Compressive Strength: The Engineer shall sample the concrete mix and prepare test cylinders for conformance to the compressive strength requirements. The Contractor shall transport the cylinders to the testing laboratory (employed by the Contractor) and have the cylinders tested in accordance with ASTM C 31 and C 39. The results of such test shall be forwarded to the Engineer. Test shall be performed at the following schedule.

One test per 15 cubic yards or major fraction thereof. A minimum of one test for each day of mixing shall be performed.

SEEDING AND SODDING

1.0 DESCRIPTION

This item consists of furnishing all labor, supervision, materials, tools, incidentals and equipment and performing all work for topsoiling, tilling, fertilizing, seeding, watering, and otherwise establishing, protecting and maintaining seeded and sodded areas as required by the Contract Drawings and these specifications, and including repair, refertilizing and reseeded 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	

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Fall and Winter Seeding (September 1 to March 1)

<u>Name</u>	<u>Percent Purity</u>	<u>Percent Germination</u>	<u>Mix (Dry Wt. Lbs.) Per Acre</u>
Unhulled Bermuda	95	90	20
Pensacola Bahia	95	90	30
Rye	95	85	15
Crimson Clover	95	85	8
TOTAL		73	

Seeding in Existing Lawns: Grass seeds for existing lawns shall be the same as the existing grass.

3.5 Leguminous Inoculants: Inoculation media containing live nitrogen-fixing bacteria shall be supplied with all legume seed. The inoculants shall be standard, pure culture of nitrogen-fixing bacteria. Each kind of legume will require a cultural bacteria that is adapted to that particular kind of seed. The bacteria shall be supplied in convenient containers seed. The bacteria shall be supplied inconvenient containers of a proper size to treat the amount of seed to be planted. The legume seeds shall be treated according to the directions, and before the expiration date for use of the media shown on the container.

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.

FIRE HYDRANT

GENERAL: Fire Hydrants shall comply in all respects with AWWA Standard C-502, latest revision and shall be M & H or approved equal. Fire Hydrants shall be of the compression type, with the main valve opening against the pressure and closing with the pressure. The main valve opening shall be 4 1/2", 5 1/4" or 6 1/4" in diameter. Fire hydrant shall be of a dry barrel, dry top design. The main valve on the hydrant shall remain closed, should the hydrant nozzle section be broken off by a traffic accident. The nozzle section shall consist of two (2) hose nozzles and one (1) pumper nozzle or other as specified.

RATING: Fire hydrants shall be rated at 150 PSI water working pressure, tested at 300 pounds hydrostatic for structural soundness in the following manner: 300 pounds hydrostatic test supplied from the inlet side, first with the main valve closed for the testing of the valve seat; second, with the main valve open for testing of the drain valves and the hydrant barrel. Testing to be completed in accordance with AWWA C-502.

END CONFIGURATIONS: Hydrants shall be connected to the main by a 4", 6", or 8" mechanical joint, flange shoe, A.C. or hub shoe. Mechanical joint shoes, A.C. and hub shoes shall be fitted with strapping lugs.

DESIGN: The main valve seat of the hydrant shall be made of rubber and be supported by a one-piece bronze top plate and drain valve mechanism and bottom plate. The bottom stem threads of the main valve rod shall be fitted with a cast iron cap nut (epoxy coated, optional), suitable for sealing the threads from the water. Drain valves shall be faced with rubber.

Changes in size or shape of the waterway shall be accomplished by means of easy curves. Exclusive of the main valve opening, the net area of the waterway of the barrel and the foot piece at the smallest part shall not be less than 120% of that of the net opening of the main valve.

Hose and steamer nozzles shall be threaded and screwed into the nozzle section and then pinned to prevent turning.

Hose and streamer caps shall be individually chained to the hydrant.

The hydrant shall be so designed that when it is in place, no excavation will be required to remove the main valve and moveable parts of the drain valve. Further, the hydrants shall be of the type that can be extended without excavating. Hydrants shall be so designed that, in the event of accident, or breaking of the hydrant above or near grade level, the main valve will remain closed. The main valve rod shall be made in two parts and fitted with breakable feature at the ground line flange.

The ground line connection between nozzle section and the barrel shall incorporate the use of 8 breakable bolts. This connection shall be so designed that the nozzle section can be rotated in

increments of 45 degrees. The ground line connection between the barrel and nozzle section shall be gasketed to provide a seal.

The operating threads of the hydrant shall be so designed as to avoid the working of any iron or steel parts against either iron or steel. The operating stem and operating nut threads shall be square or acme type.

The operating thread shall be grease lubricated at the factory. Access shall be provided to field lubricate the operating mechanism.

The operating thread shall be sealed from water at all times when the valve is either in the opened or closed position. The operating rod shall be bronze sheathed where it passes through the double "O" ring seal plate.

The bonnet shall be weather proof.

The operating nut shall be of bronze and a self-lubricating, anti-friction thrust bearing shall be provided to reduce operating torque.

Hydrants shall be of the dry type and hydrant shoe shall have two positive acting non-corrodible drain valves that shall drain the hydrant completely by opening when the main valve is closed, and close tightly in accordance with AWWA C500 requirements when the valve is open. The main valve assembly shall be seated in the hydrant (with a bronze to bronze interface as an option) to facilitate removal of the main valve, should maintenance be required. The nozzle section shall consist of two 2" hose nozzles to the specified thread designation (NST or other, as specified) and one pumper nozzle 4 1/2" in diameter to the specified thread designation (NST or other, as specified), or other combination of nozzle outlets including independent hose gate valves as specified.

Two "O" ring seals shall be utilized where the main hydrant rod passes through the seal plate.

Hydrant standpipe shall be ductile or cast iron and single piece for all bury depths.

All like parts of hydrants of the same size and model produced by the same manufacturer shall be inter-changeable.

Hydrant shall open by turning to the left.

Threads or hose and streamer nozzles shall be National Standard unless otherwise specified.

Auxiliary shut-off (isolation) gate valves, when required, shall be of the same manufacture as the hydrant.

The inside of all hydrants shall be coated in accordance with AWWA standards and Federal Specification TT-C-494A or equal except for bronze and machined surfaces. Exterior of hydrant shall be painted fire hydrant red (or as specified). (The wetted surface of the hydrant shoe shall be epoxy coated to prevent corrosion of the waterway, optional.)

MARKINGS: Hydrant shall be marked with the name of the manufacturer, size of valve opening, and the year of manufacture, all in accordance with AWWA C-502.

SOURCE: Hydrants shall be M & H Style 129.

CONSTRUCTION PLANS

FOR

US HIGHWAY No. 98

FIRE WATER LINES

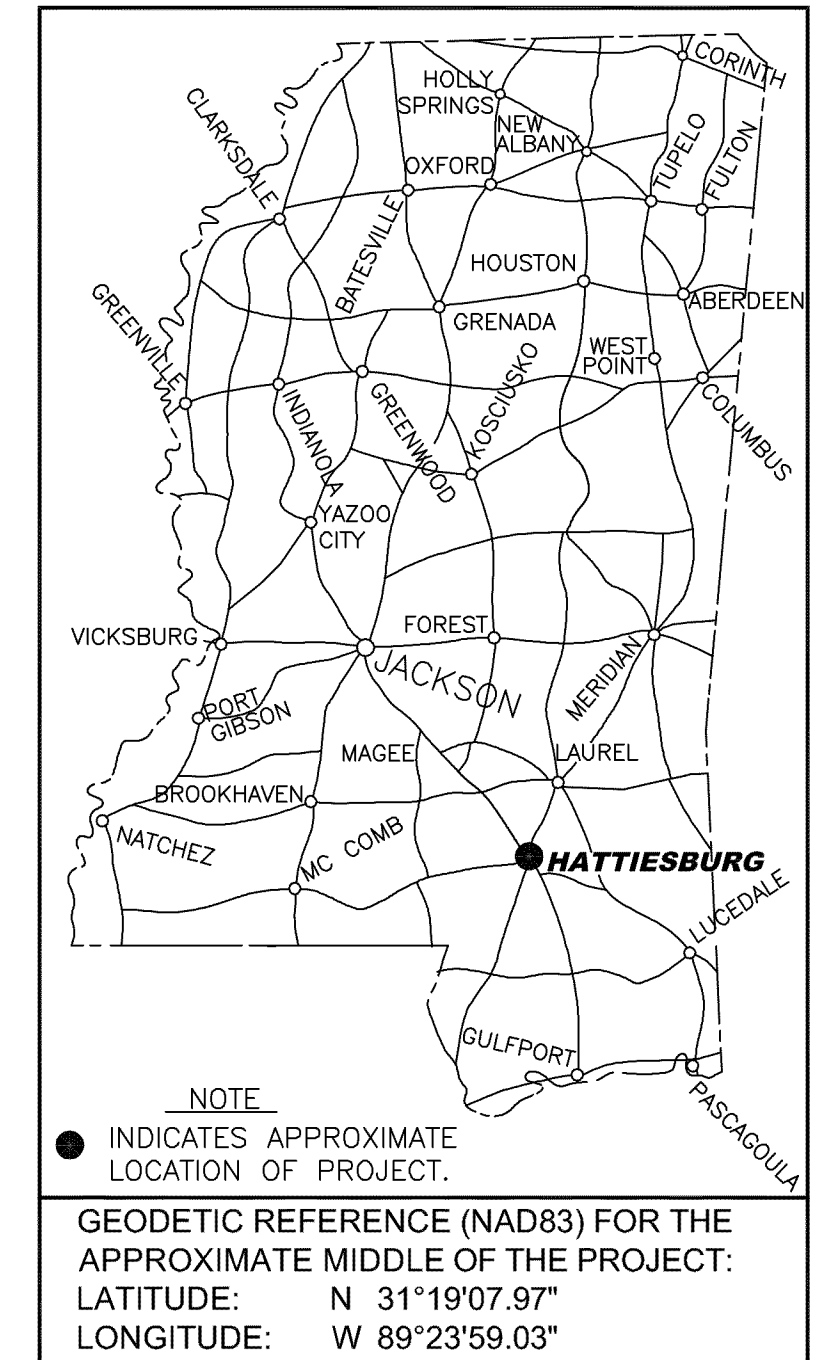
FOR THE

CITY OF HATTIESBURG

LAMAR COUNTY

MISSISSIPPI

FEBRUARY 2012



SEE SHEET No. 2 FOR DETAILED SHEET INDEX

MAYOR

Johnny DuPree, Ph. D.

COUNCIL PERSONS

Kim Bradley, President
Carter Carroll
Deborah Denard Delgado
Dave Ware
Henry E. Naylor

DIRECTOR OF ENGINEERING

Bert Kuyrkendall, P.E.

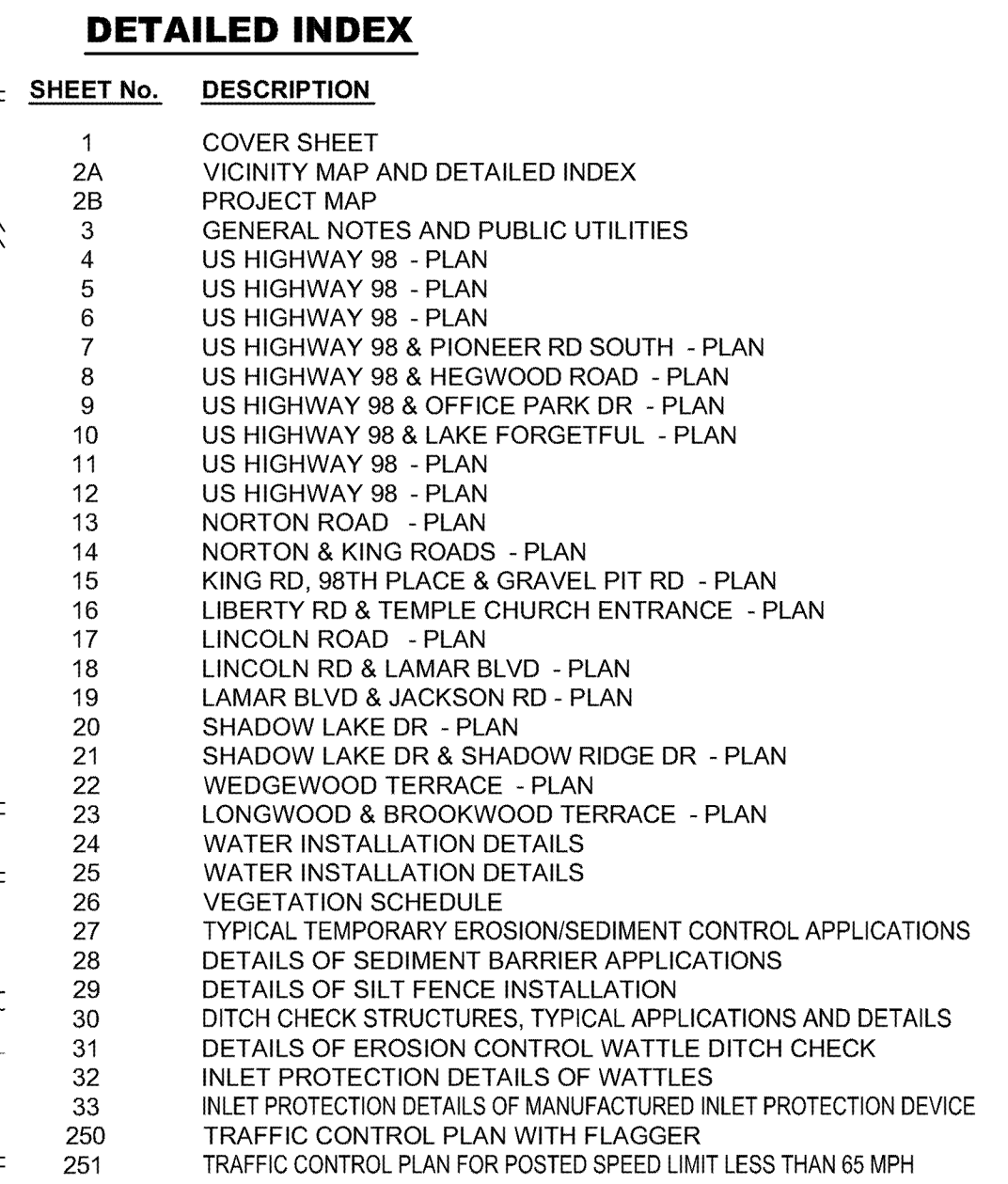
PREPARED BY:

SD & W

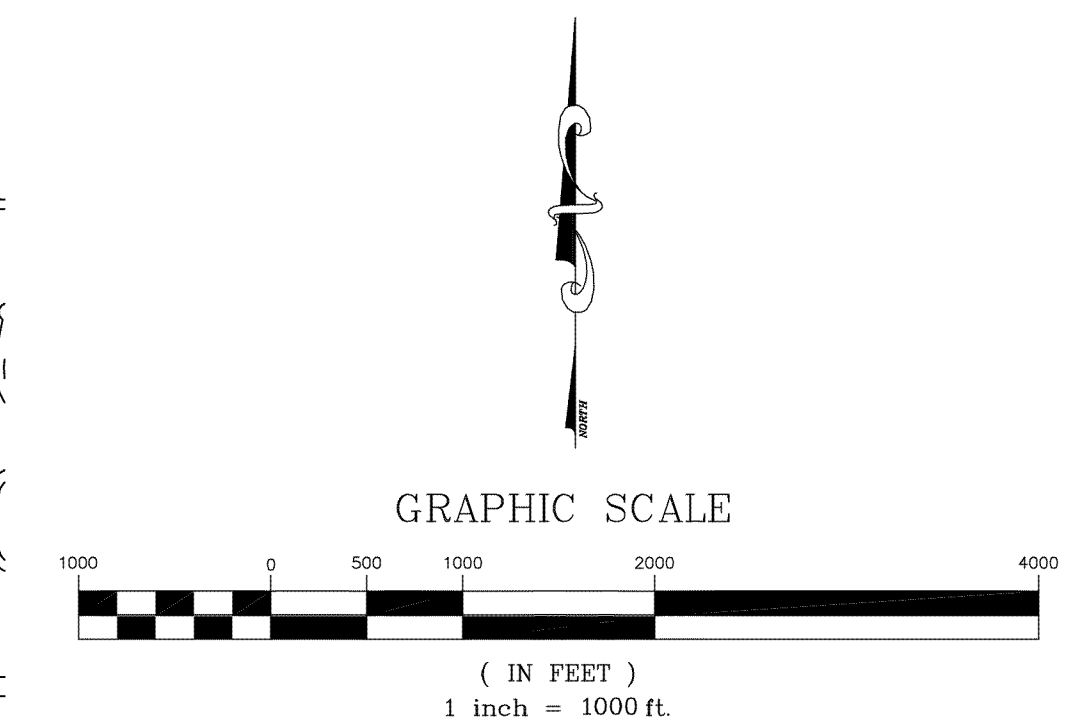
SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

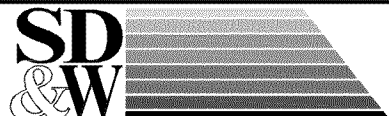
P.O. BOX 1711
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HATTIESBURG, MISSISSIPPI, 39403-1711
HTTP://WWW.SD-W.COM

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TOWNSHIP 4 NORTH



No.	Date	Description		By
VICINITY MAP & DETAILED INDEX				
US HIGHWAY 98 FIRE LINES CITY OF HATTIESBURG LAMAR COUNTY, MISSISSIPPI				
		P.O. BOX 1711 HATTIESBURG, MISSISSIPPI, 39403-1711 HATTIESBURG, MISSISSIPPI, 39401 HTTP://WWW.SD-W.COM F: (601) 544 - 1523 F: (601) 544 - 0501		
SHOWS, DEARMAN & WAITS, INC.				
CONSULTING ENGINEERS				
Drawn by: RES		Checked by: KDW		
Date: 02--02--2012		Scale: AS NOTED		
Drawing No.: 1273--W001		Sheet No. <u> 2A </u>		

ABBREVIATION LEGEND:

APPURT.	— APPURTENANCES
ASPLT	— ASPHALT
CONC.	— CONCRETE
CMP	— CORRUGATED METAL PIPE
CMAF	— CORRUGATED METAL ARCH PIPE
CPP	— CORRUGATED PLASTIC PIPE
DIR	— DIRECTIONAL
DBL	— DOUBLE
DRV	— DRIVE
DI	— DUCTILE IRON PIPE
EXIST.	— EXISTING
FT	— FEET
FES	— FLARED END SECTION
FLWR	— FLOWER
FRM	— FOUND RIGHT OF WAY MONUMENT
GRVL	— GRAVEL
HDPE	— HIGH DENSITY POLYETHYLENE PIPE
HYD	— HYDRANT
MAG	— MAGNOLIA
MDOT	— MISSISSIPPI DEPARTMENT OF TRANSPORTATION
No.	— NUMBER
PVMT	— PAVEMENT
PVC	— POLYVINYL CHLORIDE PIPE
ℙ	— PROPERTY LINE
RCAP	— REINFORCED CONCRETE ARCH PIPE
RCP	— REINFORCED CONCRETE PIPE
RET	— RETAINING
ROW	— RIGHT OF WAY
SAN	— SANITARY
SWR	— SEWER
TYP	— TYPICAL
WTR	— WATER
W/	— WITH
W/O	— WITHOUT

SYMBOL LEGEND:

— FGD	— FIBER OPTIC INDICATOR POST
○ FM	— FIBER OPTIC MANHOLE
□ FP	— FIBER OPTIC PEDESTAL
□ FPB	— FIBER OPTIC PULL BOX
⋈	— FIRE HYDRANT
— GD	— GAS INDICATOR POST
— G — G — G —	— GAS LINE
□ GM	— GAS METER
GV	— GAS VALVE
⊙	— GREASE TRAP
○ HB	— HOSE BIBB
⊗ ICV	— IRRIGATION CONTROL VALVE
⊗ IUP	— LIGHT ON POLE
○ MATSP	— MAST ARM TRAFFIC SIGNAL POLE
— — — — —	— OVERHEAD UTILITY LINES
— — — — —	— POLE GUY WIRE
□ PB	— PULL BOX
— S — S — S —	— SAN SWR CLEAN—OUT
— S — S — S —	— SAN SWR FORCE MAIN
— S — S — S —	— SAN SWR LINE
⊙	— SAN SWR MANHOLE
★ SPK	— SPRINKLER HEAD
○ TM	— TELEPHONE MANHOLE
— TI —	— TELEPHONE INDICATOR POST
□ TP	— TELEPHONE PEDESTAL
— — — — —	— UNDERGROUND FIBER OPTIC LINE
— — — — —	— UNDERGROUND POWER LINE
— — — — —	— UNDERGROUND TELEPHONE LINE
○ UP	— UTILITY POLE
— — — — —	— WATER LINE
□ WM	— WATER METER
⊗ WV	— WATER VALVE

NOTE

ALL ITEMS SHOWN HERE ARE EXISTING ON THE GROUND OR UNDERGROUND.

GENERAL NOTES

- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL CODES.
- THE CONTRACTOR SHALL KEEP A SET OF BLUE LINE PRINTS OF THE PROJECT ON THE JOB SITE SHOWING THE ACCURATE MEASUREMENTS AND ELEVATIONS OF THE "AS—BUILT" SYSTEM. THIS DATA WILL BE COLLECTED AND PUT ON THE DRAWINGS DAILY.
- THE APPROVED MDOT PERMIT SHALL BE CONSIDERED A PART OF THESE PLANS AND SPECIFICATIONS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETING THE ENTIRE PROJECT.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CITY OF HATTIESBURG AND/OR LAMAR COUNTY FEES AND PERMITS ASSOCIATED WITH CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN SUB—SURFACE SOIL INVESTIGATIONS.
- THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES WITHIN THE WORK AREA.
- ALL UNDERGROUND UTILITIES, FOR THE ENTIRE PROJECT, SHALL BE LOCATED BY THE CONTRACTOR AND UTILITY OWNERS PRIOR TO THE CONSTRUCTION OF THE PROJECT. ANY CONFLICTS SHALL BE COORDINATED BETWEEN CONTRACTOR, UTILITY OWNER AND ENGINEER.
- ALL CULVERT CROSS DRAINS AND SIDE DRAINS SHALL BE PROTECTED. NO SEPARATE PAY ITEM WILL BE ESTABLISHED FOR REMOVAL AND REPLACEMENT, IF REQUIRED.
- PROPER MAINTENANCE OF STREETS, INCLUDING DUST CONTROL, SHALL BE STRICTLY ADHERED TO.
- MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION).
- THE CONTRACTOR SHALL PROVIDE PROPER TRAFFIC CONTROL SIGNS AND FLAGGERS TO MAINTAIN ONE LANE TRAFFIC DURING CONSTRUCTION, WHERE LANE CLOSURES ARE NEEDED, UNLESS OTHERWISE DIRECTED BY THE ENGINEER. SEE SHEETS No. 250 & 251 FOR TYPICAL LANE CLOSURE DETAILS. ANY ROAD CLOSURES SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO IMPLEMENTATION.
- ALL WORK ITEMS FOR WHICH NO PAY ITEMS ARE ESTABLISHED SHALL BE ABSORBED IN THE COST OF THE PIPE LAYING OPERATION.
- ALL DISTURBED AREAS SHALL BE FERTILIZED AND SEEDED ACCORDING TO THE VEGETATION SCHEDULE IN THESE PLANS, UNLESS OTHERWISE NOTED.
- ALL EXISTING MAILBOXES, STREET SIGNS, FENCES, AND OTHER STRUCTURES LOCATED WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED AND RESET AS DICTATED BY CONSTRUCTION ACTIVITIES. (NO SEPARATE PAY)
- NO PIPE SHALL BE LAID IN THE PRESENCE OF WATER.
- WHERE THE WATER MAIN IS WITHIN 10 FEET OF A SEWER MAIN HORIZONTALLY, THE BOTTOM OF THE WATER MAIN SHALL BE AT LEAST 18" FROM THE TOP OF THE SEWER MAIN, UNLESS OTHERWISE NOTED.
- THE COST OF CLEARING AND GRUBBING/REMOVAL AND DISPOSAL OF CLEARING AND GRUBBING MATERIAL SHALL TO BE INCLUDED IN THE PRICE OF THE PIPE LAYING OPERATION. OFFSITE DISPOSAL AREAS ARE TO BE FURNISHED BY THE CONTRACTOR.
- ALL PAVED ROADS SHALL BE BORED WITH CASING, UNLESS OTHERWISE NOTED. ANY DAMAGE TO PAVED ROADS SHALL BE REPAIRED AS DETAILED AT THE CONTRACTOR'S EXPENSE.
- ALL GRAVEL ROADS AND GRAVEL DRIVEWAYS SHALL BE OPEN CUT WITHOUT CASING, UNLESS OTHERWISE NOTED, AND REPLACED IN KIND.
- ALL PAVED DRIVEWAYS SHALL BE BORED WITHOUT CASING, UNLESS OTHERWISE NOTED. ANY DAMAGE TO PAVED DRIVEWAYS SHALL BE REPAIRED IN KIND AT THE CONTRACTORS EXPENSE.
- ALL CASINGS SHALL BE OF THE SIZE AND TYPE AS NOTED ON THESE PLANS.
- ALL ROAD BORES SHALL BE IN ACCORDANCE TO THE DETAILS.
- ALL WATER MAIN INSTALLATION SHALL CONTAIN 12 AWG. TRACER WIRE IN THE PIPE TRENCH AND ENTER ALL VALVE BOXES 12" ABOVE VALVE NUT WITH 12" OF WIRE COILED IN THE VALVE BOX.
- ALL TRACER WIRE CONNECTIONS SHALL BE MADE WITH LIQUID FILLED CONNECTORS.
- ALL WATER PIPE SHALL BE DUCTILE IRON, CLASS 350, AND/OR HDPE DR9, 200 PSI, AS NOTED ON PLANS.
- ALL FITTINGS AND VALVES SHALL BE DUCTILE IRON WITH CONCRETE THRUST BLOCK AT ALL BENDS AND RODDED TOGETHER WITH ALL THREAD ROD. ALL TEES AND VALVES SHALL BE RODDED TOGETHER AS ONE UNIT. VALVES AND FIRE HYDRANTS SHALL BE RODDED TOGETHER BUT SEPARATE FROM THE TEE AND OTHER VALVES. ALL FITTINGS, EXCEPT VALVES SHALL BE ABSORBED ITEMS.
- ALL BENDS SHOWN IN THE PROPOSED WATERLINE SHALL BE ACCOMPLISHED THROUGH THE USE OF THE REQUIRED FITTINGS (22.5°, 30°, 45°...). SINGLE 90° BEND FITTINGS SHALL NOT BE PERMITTED UNLESS SPECIFICALLY NOTED ON THE PLANS AND/OR APPROVED BY THE ENGINEER. 90° BENDS SHALL BE ACCOMPLISHED BY USING MULTIPLE SMALLER BEND FITTINGS. BENDS SHOWN ON THE PLAN SHEETS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO BIDDING AND CONSTRUCTION. ONLY MAJOR BENDS ARE SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FITTINGS NECESSARY TO INSTALL THE PROPOSED WATER LINE. (NO SEPARATE PAY) TEES SHALL BE PAID FOR UNDER THE CONNECTION ITEM.
- ALL FIRE HYDRANTS SHOWN FOR INSTALLATION ON THE PLANS SHEETS SHALL BE 3—WAY HYDRANTS AS DETAILED. ALL FIRE HYDRANTS SHALL BE INSTALLED WITH A 2" DIAMETER BRASS TAG (SEE DETAIL) ENGRAVED WITH "CITY OF HATTIESBURG" AND "FH #xxx" (WHERE "xxx" WILL BE A NUMBER WHICH SHALL BE ASSIGNED TO EACH FIRE HYDRANT BY THE OWNER). (NO SEPARATE PAY)
- ALL FIRE SUPPRESSION SYSTEM CONNECTIONS (FSSC) SHALL BE INSTALLED AS DETAILED. FSSC'S SHALL BE INSTALLED AT LOCATIONS TO BE DETERMINED BY THE OWNER. WHERE FSSC'S ARE TO BE INSTALLED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH THE FACILITY OWNER(S) AND THE EXISTING WATER SYSTEM OPERATOR PRIOR TO AND DURING INSTALLATION TO PREVENT UNNECESSARY INTERRUPTIONS. AT ALL LOCATIONS WHERE A FSSC IS TO BE INSTALLED, THE CONTRACTOR SHALL LOCATE THE EXISTING POST INDICATOR VALVE (PIV). IF AN EXISTING PIV IS NOT IN PLACE, A PIV SHALL BE INSTALLED (SEPARATE PAY ITEM). IF AN EXISTING PIV IS IN PLACE, THE PIV SHALL BE TESTED TO INSURE GOOD WORKING ORDER. (NO SEPARATE PAY FOR TESTING) FAULTY AND/OR DAMAGE PIV'S SHALL BE REPLACED.
- FULL LENGTH PIPE SECTIONS ARE REQUIRED BEFORE AND AFTER ALL FITTINGS.
- PRESSURE TESTS WILL BE REQUIRED ON ALL WATER MAIN INSTALLED.
- PRIOR TO THE BEGINNING OF ANY EXCAVATION, ALL EXISTING PAVEMENT SHALL BE SCORED OR SAW CUT TO A DEPTH SUCH THAT A STRAIGHT AND UNIFORM VERTICAL EDGE IS ESTABLISHED PRIOR TO REMOVAL OF SAID PAVEMENT FROM THE PROJECT.
- WORK FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF TRAFFIC AND ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURRING DURING THE EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PLACING WHAT BRACING, SHORING OR GROUND SUPPORT SYSTEM THAT IS DEEMED NECESSARY TO PREVENT A FAILURE AND PROTECT THE PERSONS WORKING NEAR THE EXCAVATION. THE PUBLIC THAT MAY BE ABOVE THE EXCAVATION, OR ANY STRUCTURE ADJACENT TO THE EXCAVATION, ALL COSTS FOR ANY PROTECTIVE MEASURES INCLUDING THE MATERIALS AND LABOR FOR DESIGNING, DRAWING AND CONSTRUCTING THE FACILITY SHALL BE INCLUDED IN THE BID PRICE FOR CONTRACT ITEMS.
- THE EROSION CONTROL DEVICES SHALL BE REQUIRED AS DIRECTED BY THE ENGINEER. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT SILT DOES NOT LEAVE THE CONSTRUCTION SITE OR CONTAMINATE WATERS OF THE U.S. DURING CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN THE PLAN DURING CONSTRUCTION.
- ALL NEW CONSTRUCTION TO BE FLUSHED WITH CLOSE SUPERVISION OF THE SYSTEM OPERATOR.
- ALL BACTI—SAMPLES SHALL BE TAKEN BY THE SYSTEM OPERATOR OR HIS REPRESENTATIVES. ANY AND ALL SAMPLING FEES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- THE CONTRACTOR SHALL HAVE A COMPETENT AND EXPERIENCED SUPERINTENDENT ON SITE AT ALL TIMES. THE SUPERINTENDENT SHALL NOT OPERATE EQUIPMENT WHILE ON THE PROJECT SITE. WORK ON THE PROJECT SHALL STOP IF THE ASSIGNED PROJECT SUPERINTENDENT IS NOT ON SITE.
- ABSOLUTELY NO SERVICES SHALL BE CONNECTED TO THIS PROJECT. ALL SERVICES DAMAGED DURING THIS PROJECT SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

PUBLIC UTILITIES

CABLE COMCAST 2100 LINCOLN ROAD HATTIESBURG, MS 39402 (601) 264-1188	GAS WILMUT GAS P.O. BOX 1649 HATTIESBURG, MS 39403 (601) 544-6001
POWER MISSISSIPPI POWER, CO. 6356 U.S. HIGHWAY 49 HATTIESBURG, MS 39401 (601) 544-6511	PEARL RIVER VALLEY, EPA 6803 U.S. HIGHWAY 98 HATTIESBURG, MS 39402 (601) 264-2458
SEWER CITY OF HATTIESBURG WATER & SEWER DEPT. 900 JAMES STREET HATTIESBURG, MS 39403 (601) 545-4530	TELEPHONE AT&T P.O. BOX 1191 HATTIESBURG, MS 39401 (601) 545-6424
TRAFFIC MISSISSIPPI DEPARTMENT OF TRANSPORTATION 6356 U.S. HIGHWAY 49 HATTIESBURG, MS 39401 (601) 544-6511	CITY OF HATTIESBURG TRAFFIC DEPT. 125 WALNUT STREET HATTIESBURG, MS 39401 (601) 545-4626
WATER CITY OF HATTIESBURG WATER & SEWER DEPT. 900 JAMES STREET HATTIESBURG, MS 39403 (601) 545-4530	ARNOLD LINE 4901 WEST 4th STREET HATTIESBURG, MS 39402 (601) 264-7111
NORTH LAMAR WATER ASSOC. 5295 OLD HIGHWAY 11 #10 HATTIESBURG, MS 39402 (601) 264-1157	WEST LAMAR WATER ASSOC. 2716 HIGHWAY 598 HATTIESBURG, MS 39402 (601) 264-6305

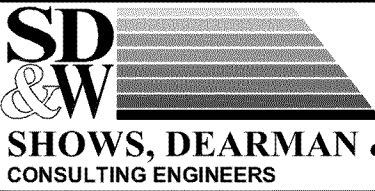
SPECIAL NOTES

- THE CONTRACTOR SHALL TAKE NOTE OF THE EXISTENCE OF MULTIPLE WATER SYSTEMS WITHIN THE LIMITS OF THIS PROJECT. ABSOLUTELY NO PROPOSED WATER LINES SHALL BE CONNECTED TO ANY OTHER EXISTING WATER MAINS EXCEPT AS NOTED. WHERE NOTED FOR CONNECTION TO EXISTING WATER MAINS, BELONGING TO THE OWNER, THE CONTRACTOR VERIFY THE LOCATION, SIZE, TYPE AND OWNERSHIP PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL TAKE NOTE OF THE EXISTENCE OF MULTIPLE AND OVERLAPPING UNDERGROUND UTILITIES AND STORM DRAINAGE. THE CONTRACTOR SHALL TAKE ANY STEPS NECESSARY TO AVOID CONFLICTS, INCLUDING BUT NOT LIMITED TO: DEEP TRENCHING (BEYOND THE TYPICAL 36" BURY) & DEVIATION FROM THE PROPOSED LOCATION (WITH PRIOR APPROVAL FROM THE ENGINEER). THE CONTRACTOR SHALL COORDINATE WITH THE ADJACENT UTILITIES PRIOR TO AND DURING CONSTRUCTION.

NO.	DATE	DESCRIPTION	BY

GENERAL NOTES & PUBLIC UTILITIES

US HIGHWAY 98 FIRE LINES
CITY OF HATTIESBURG
LAMAR COUNTY, MISSISSIPPI

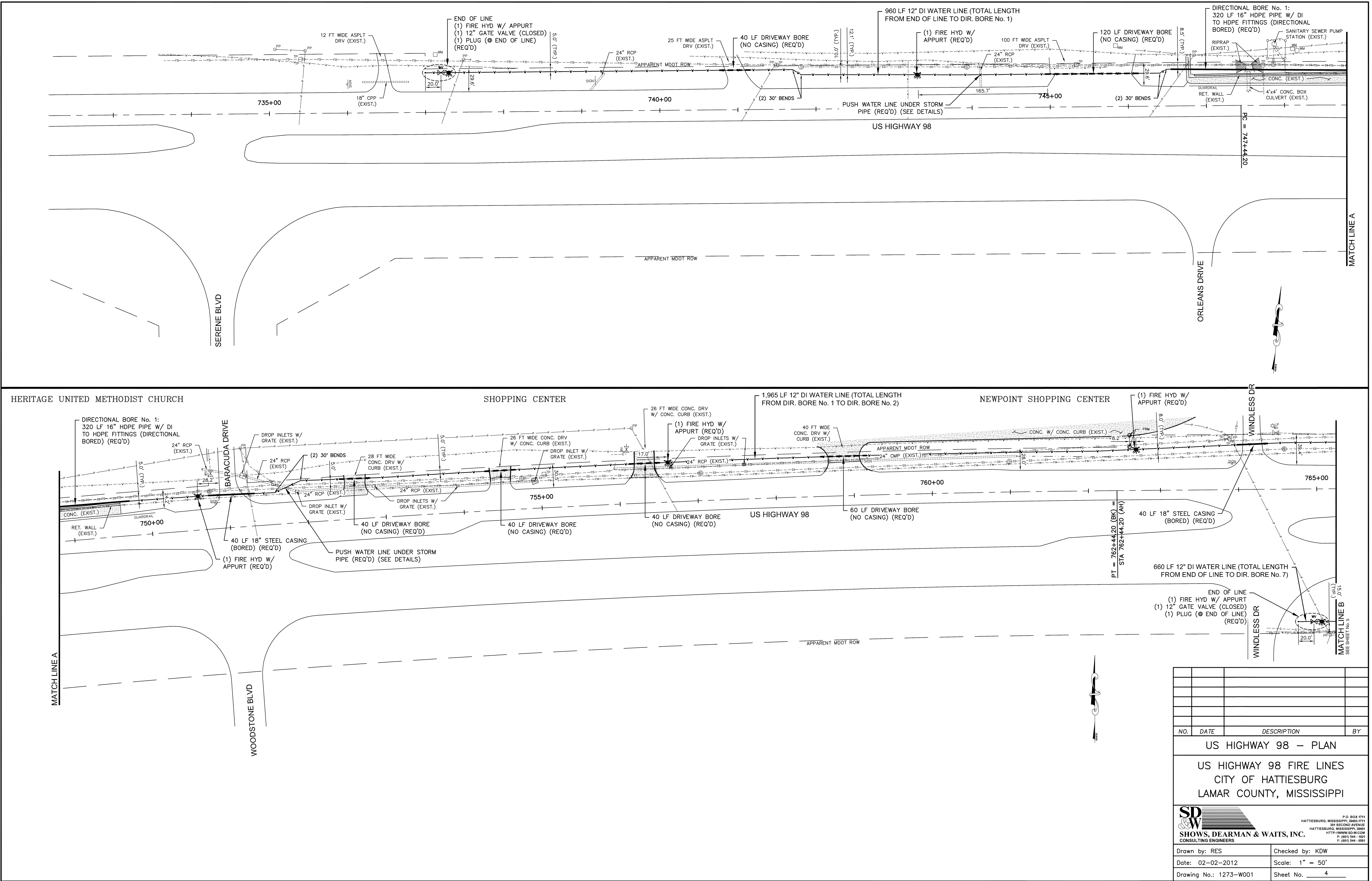


SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

P.O. BOX 1711
HATTIESBURG, MISSISSIPPI 39403-1711
391 SECOND AVENUE
HATTIESBURG, MISSISSIPPI 39401
HTTP://WWW.SD-W.COM
P: (601) 544-1821
F: (601) 544-0001

Drawn by: RES	Checked by: KDW
Date: 02—08—2012	Scale: NONE
Drawing No.: 1273—W001	Sheet No. 3

G:\PROJECTS\Hattiesburg_City of 1273-W001 - Hwy 98 West Fire Lines\1273W001.dwg 1273W001_PlanShs_v2.dwg 4/28/2012 12:57:03 PM



NO.	DATE	DESCRIPTION	BY
US HIGHWAY 98 – PLAN			
US HIGHWAY 98 FIRE LINES			
CITY OF HATTIESBURG			
LAMAR COUNTY, MISSISSIPPI			
 SD W SHOWS, DEARMAN & WAITS, INC. CONSULTING ENGINEERS P.O. BOX 1711 HATTIESBURG, MISSISSIPPI 39403-1711 301 SECOND AVENUE HATTIESBURG, MISSISSIPPI 39401 HTTP://WWW.SD-W.COM F: (601) 544-1821 F: (601) 544-6801			
Drawn by: RES		Checked by: KDW	
Date: 02-02-2012		Scale: 1" = 50'	
Drawing No.: 1273-W001		Sheet No. 4	

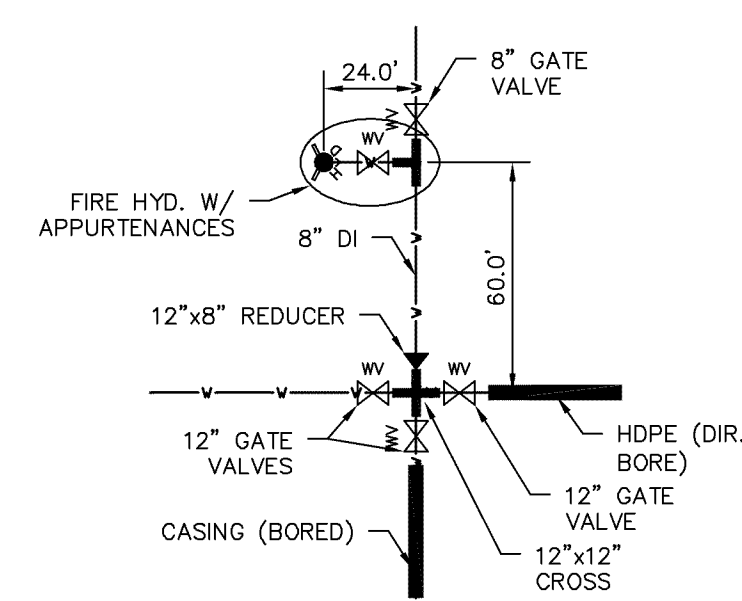
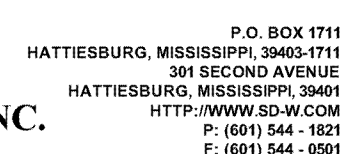


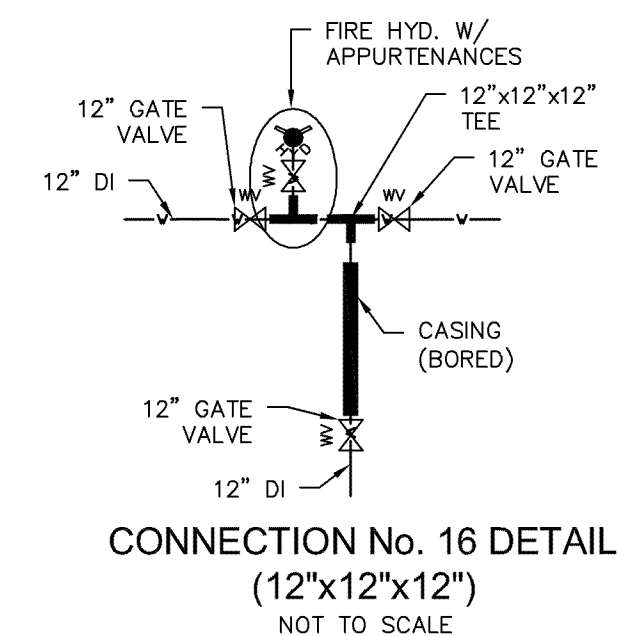
Diagram illustrating the CONNECTION No. 2 DETAIL for a 12"x12"x8" Tee. The Tee is welded to a 12" DI pipe. The Tee has an 8" DI branch and an 8" GATE VALVE. The main pipe has 12" GATE VALVES on both sides. The distance between the gate valves is 36.0'. The pipe is labeled HOPE (DIR. BORE).

NO.	DATE	DESCRIPTION	BY

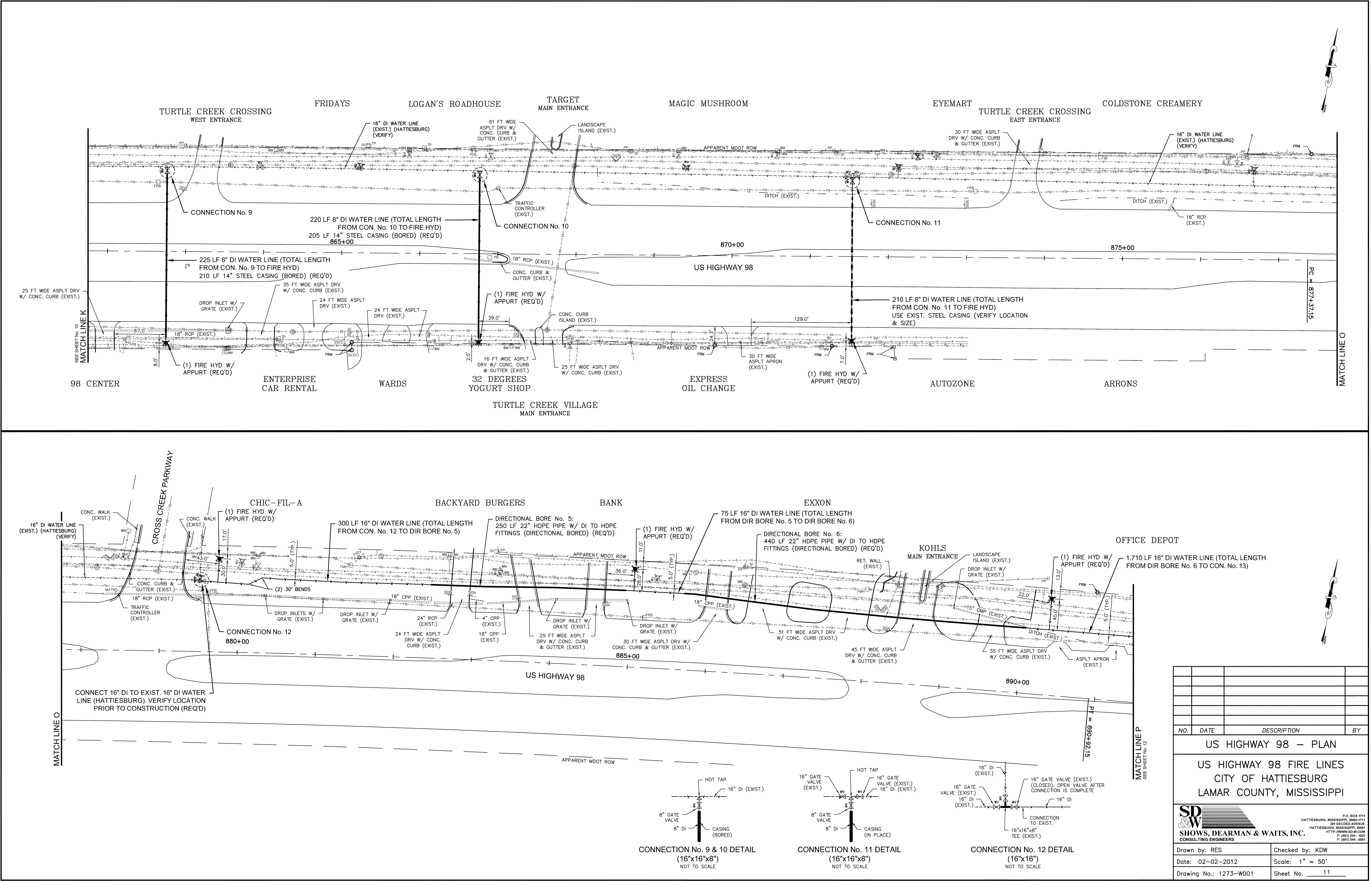
US HIGHWAY 98 FIRE LINES
CITY OF HATTIESBURG
LAMAR COUNTY, MISSISSIPPI



Drawn by: RES	Checked by: KDW
Date: 02-06-2012	Scale: 1" = 50'
Drawing No.: 1273-W001	Sheet No. <u>5</u>

[illegible]

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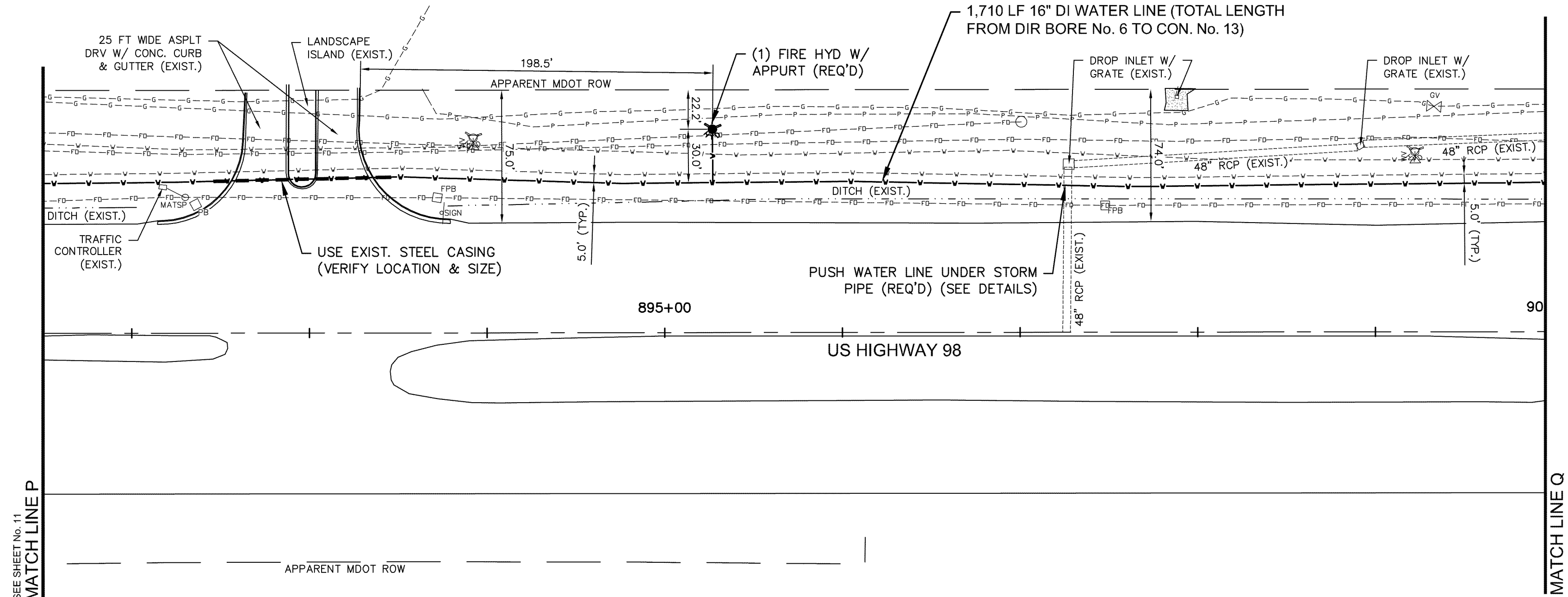


NO.	DATE	DESCRIPTION	BY
US HIGHWAY 98 – PLAN			
US HIGHWAY 98 FIRE LINES			
CITY OF HATTIESBURG			
LAMAR COUNTY, MISSISSIPPI			
		P.O. BOX 1711 HATTIESBURG, MISSISSIPPI 39403-1711 301 SECOND AVENUE HATTIESBURG, MISSISSIPPI 39401 HTTP://WWW.SD&W.COM F: (601) 544-1821 F: (601) 544-6991	
Shows, Dearman & Waits, Inc. CONSULTING ENGINEERS			
Drawn by: RES		Checked by: KDW	
Date: 02-02-2012		Scale: 1" = 50'	
Drawing No.: 1273-W001		Sheet No. 11	

OFFICE DEPOT

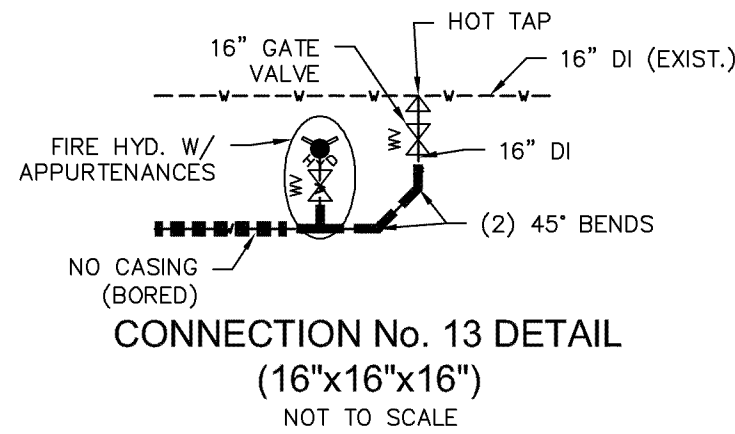
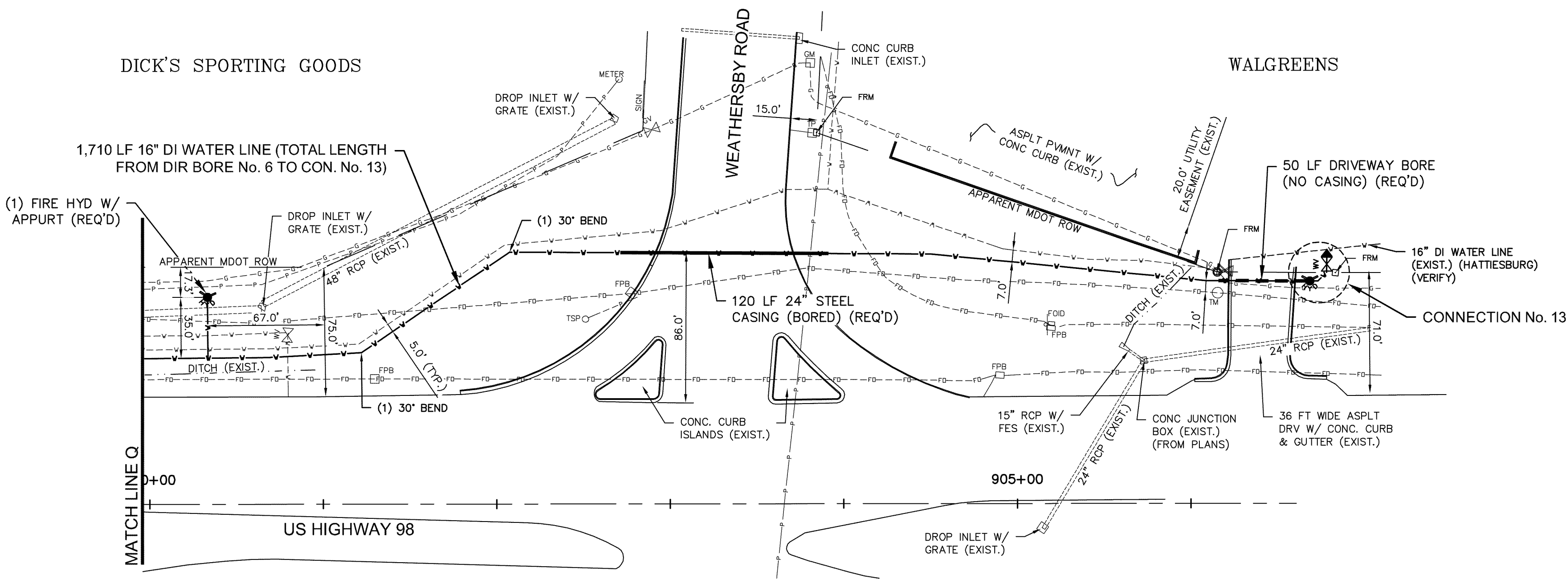
TURTLE CREEK MALL
MAIN ENTRANCE

DICK'S SPORTING GOODS



DICK'S SPORTING GOODS

WALGREENS



NO.	DATE	DESCRIPTION	BY

US HIGHWAY 98 — PLAN

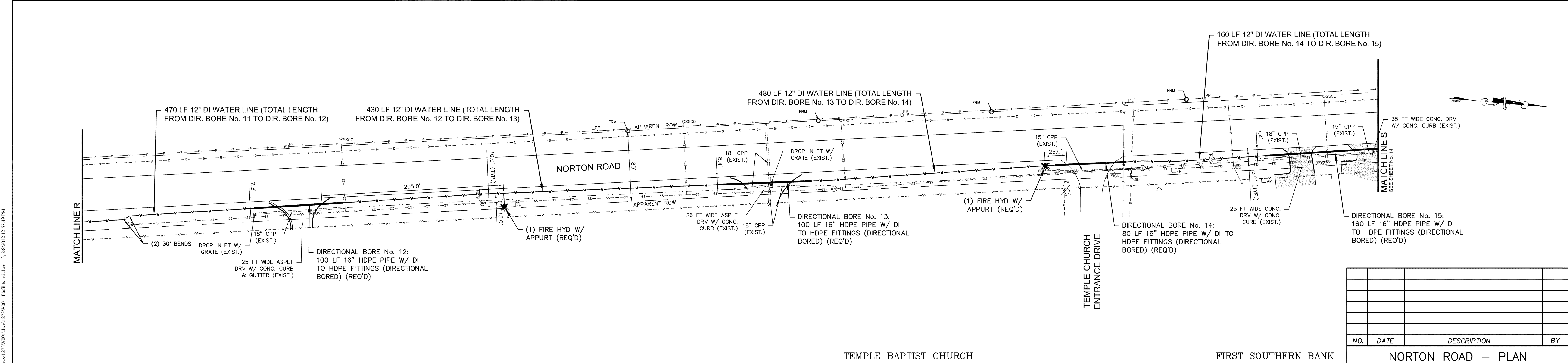
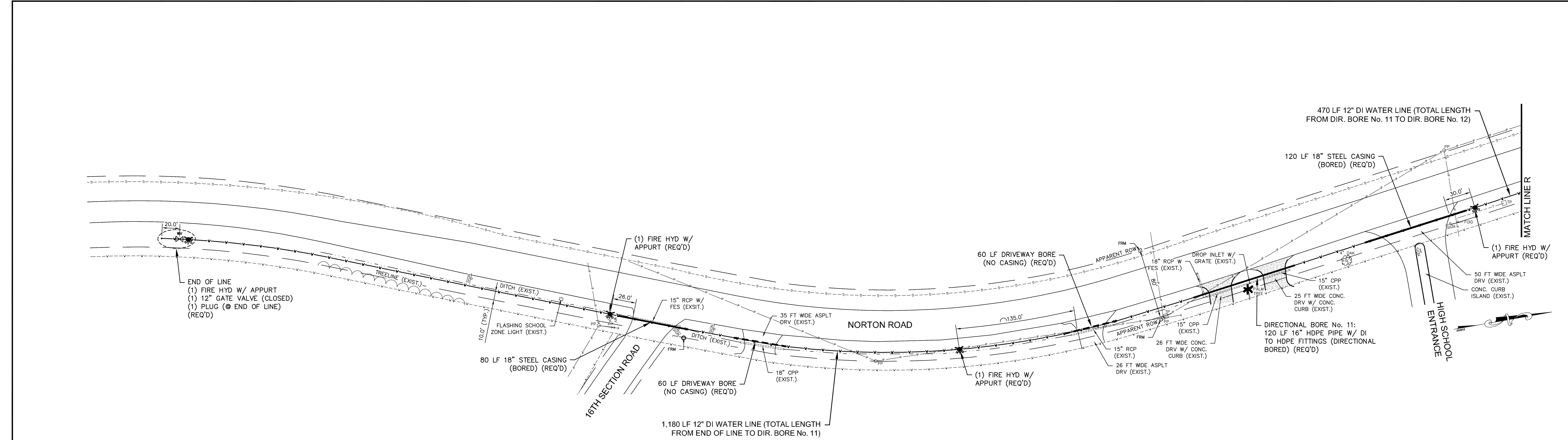
US HIGHWAY 98 FIRE LINES
CITY OF HATTIESBURG
LAMAR COUNTY, MISSISSIPPI

SD & W
SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

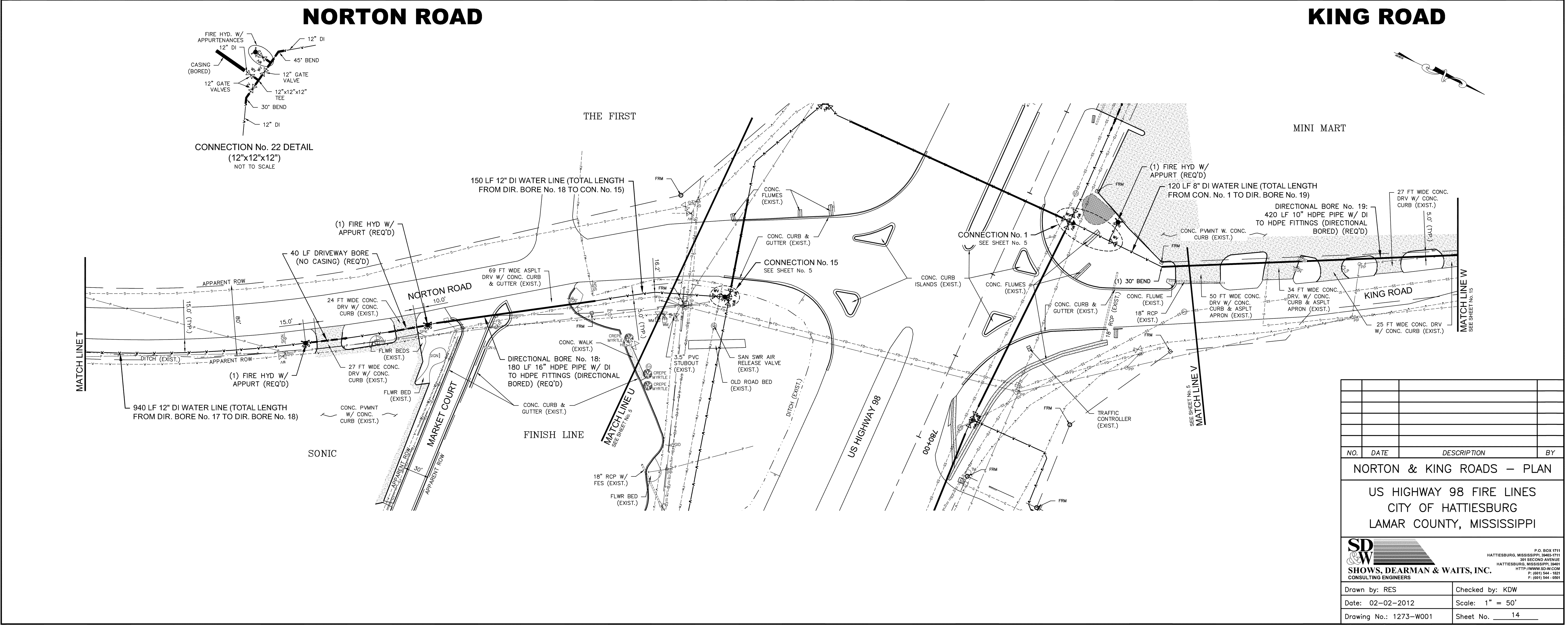
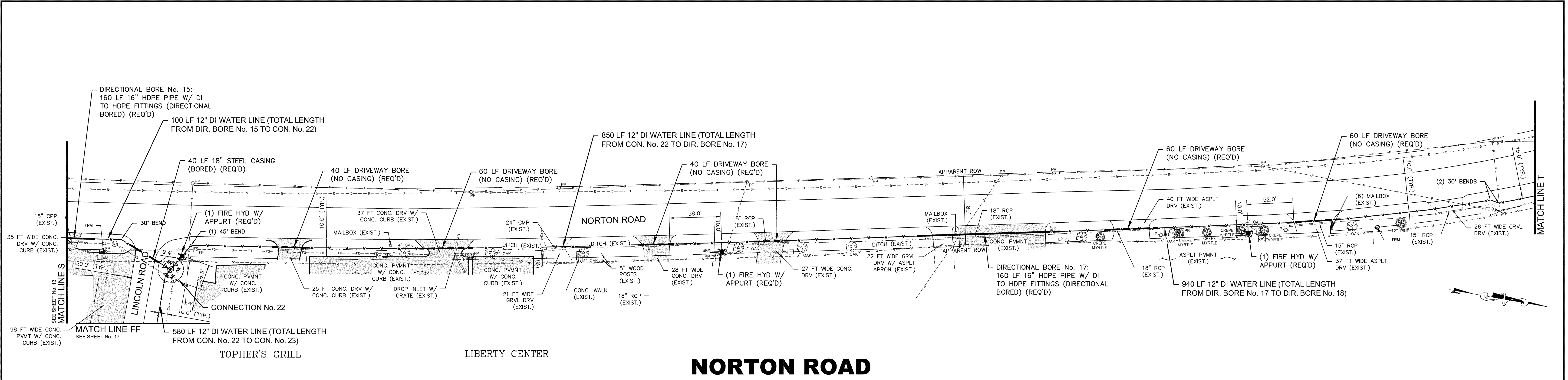
P.O. BOX 1711
HATTIESBURG, MISSISSIPPI 39403-1711
301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI 39401
HTTP://WWW.SD-W.COM
P: (601) 544-1821
F: (601) 544-0501

Drawn by: RES	Checked by: KDW
Date: 02-02-2012	Scale: 1" = 50'
Drawing No.: 1273-W001	Sheet No. 12

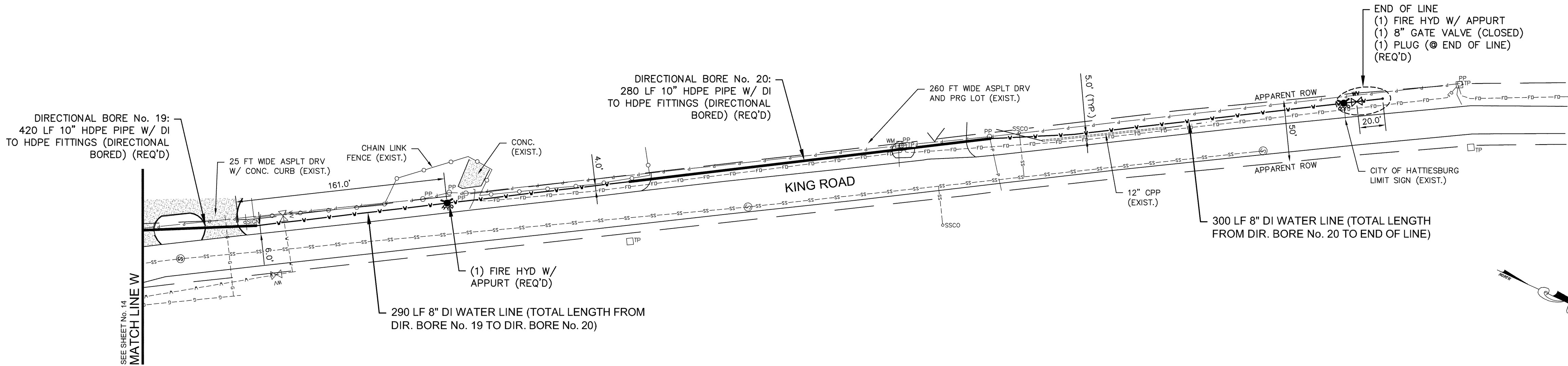
G:\PROJECTS\Hattiesburg_Clip of 1273-W001 - Hwy 98 West Fire Lines\1273W001.dwg, 13, 2/8/2012 12:57:49 PM



NO.	DATE	DESCRIPTION	BY
NORTON ROAD – PLAN			
US HIGHWAY 98 FIRE LINES			
CITY OF HATTIESBURG			
LAMAR COUNTY, MISSISSIPPI			
 SD W SHOWS, DEARMAN & WAITS, INC. CONSULTING ENGINEERS P.O. BOX 1711 HATTIESBURG, MISSISSIPPI 39403-1711 301 SECOND AVENUE HATTIESBURG, MISSISSIPPI 39401 HTTP://WWW.SD-W.COM P: (601) 544-1821 F: (601) 544-6991			
Drawn by: RES		Checked by: KDW	
Date: 02-07-2012		Scale: 1" = 50'	
Drawing No.: 1273-W001		Sheet No. 13	

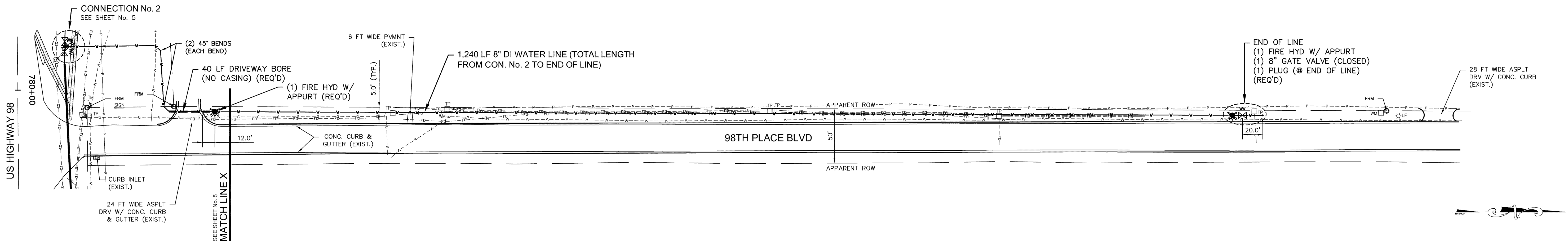


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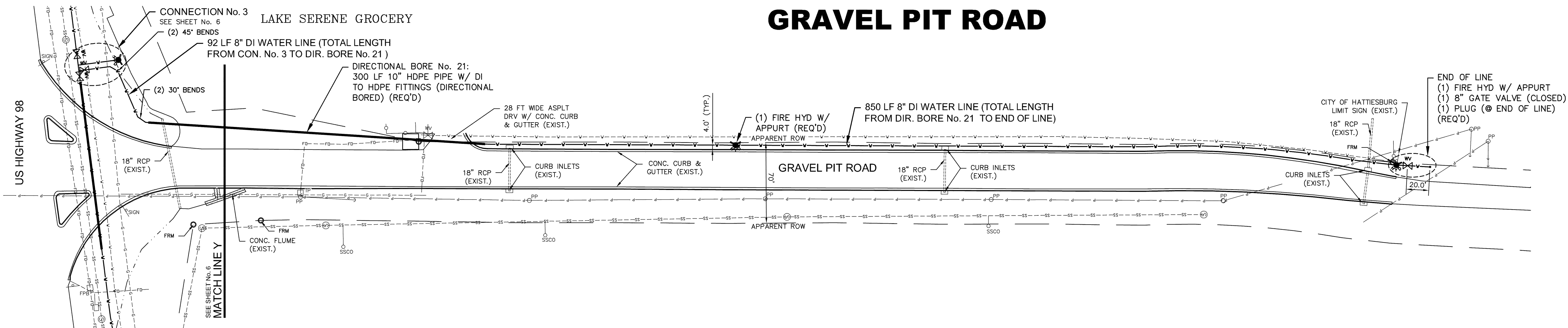
KING ROAD

98TH PLACE BLVD

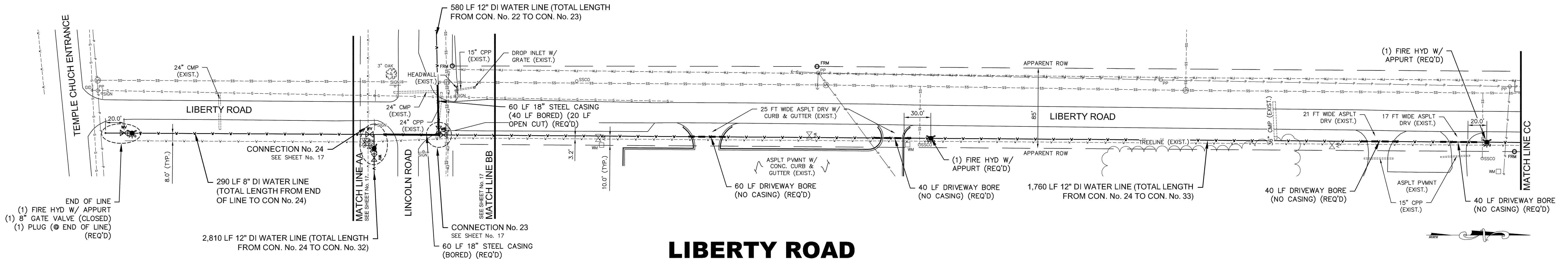


98TH PLACE BLVD

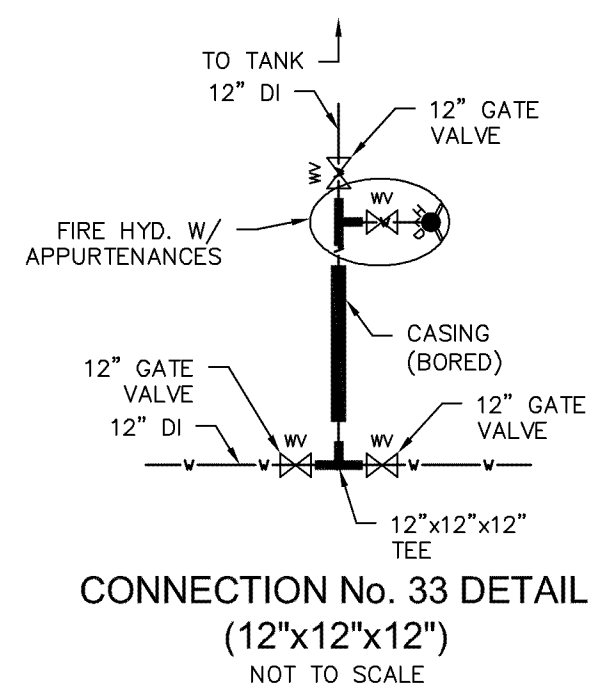
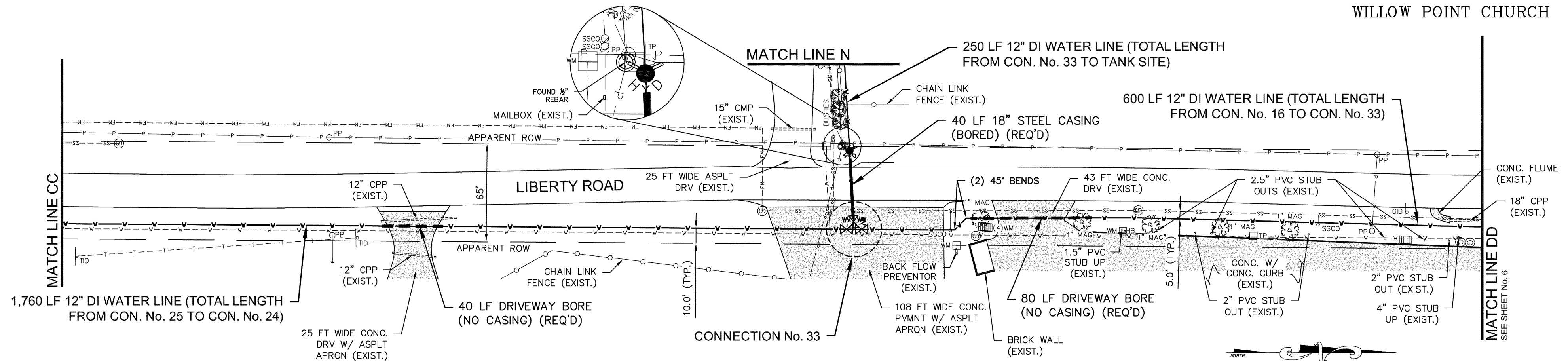
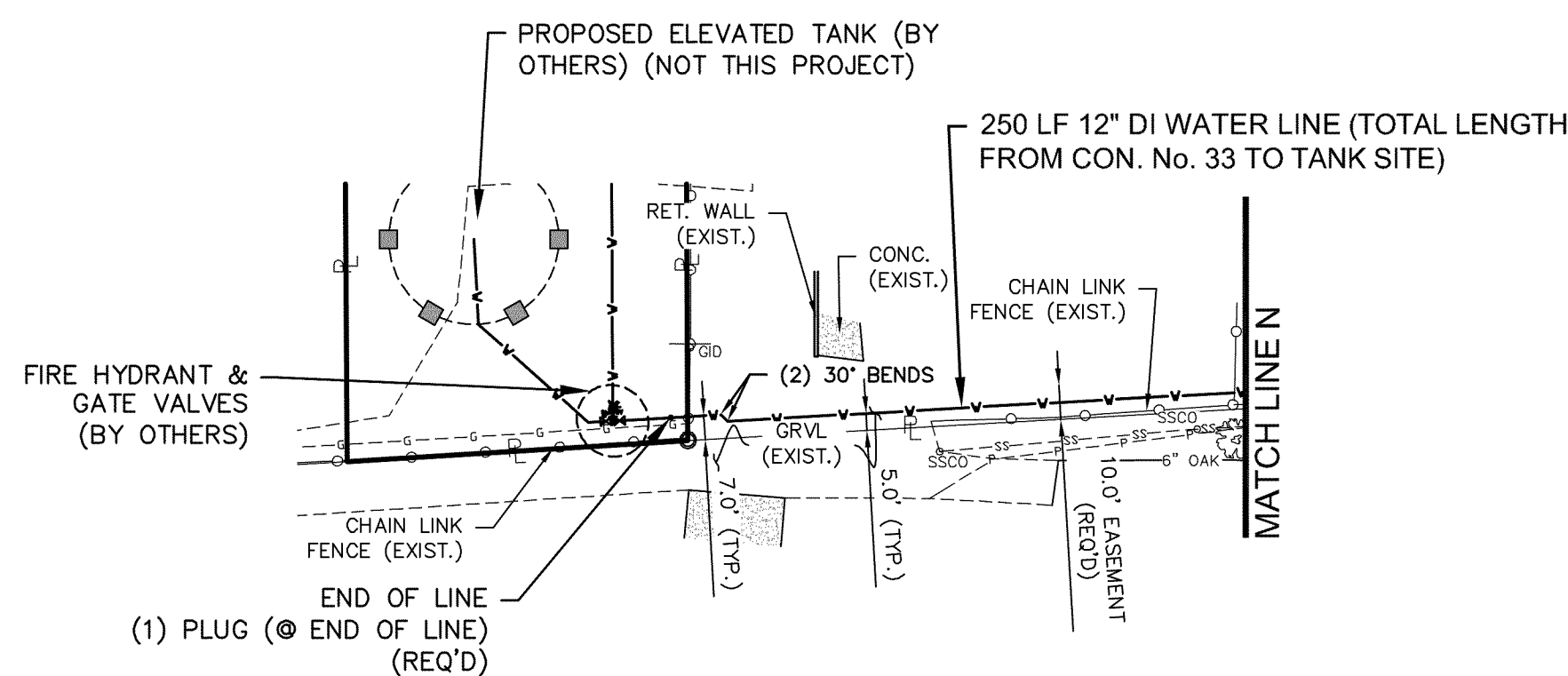
GRAVEL PIT ROAD



NO.	DATE	DESCRIPTION	BY
KING RD, 98TH PLC & GRAVEL PIT RD – PLAN			
US HIGHWAY 98 FIRE LINES CITY OF HATTIESBURG LAMAR COUNTY, MISSISSIPPI			
SD & W SHOWS, DEARMAN & WAITS, INC. CONSULTING ENGINEERS			
Drawn by: RES		Checked by: KDW	
Date: 02-02-2012		Scale: 1" = 50'	
Drawing No.: 1273-W001		Sheet No. 15	

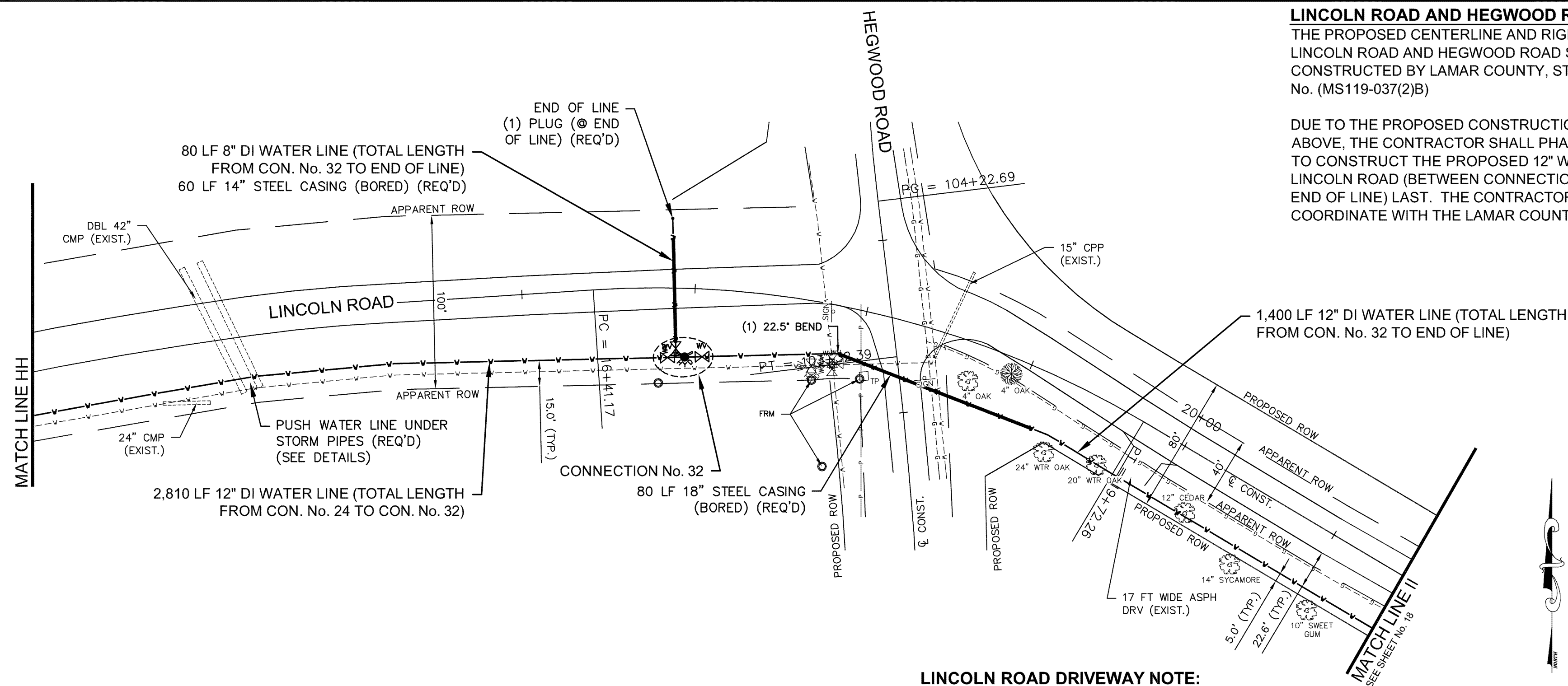
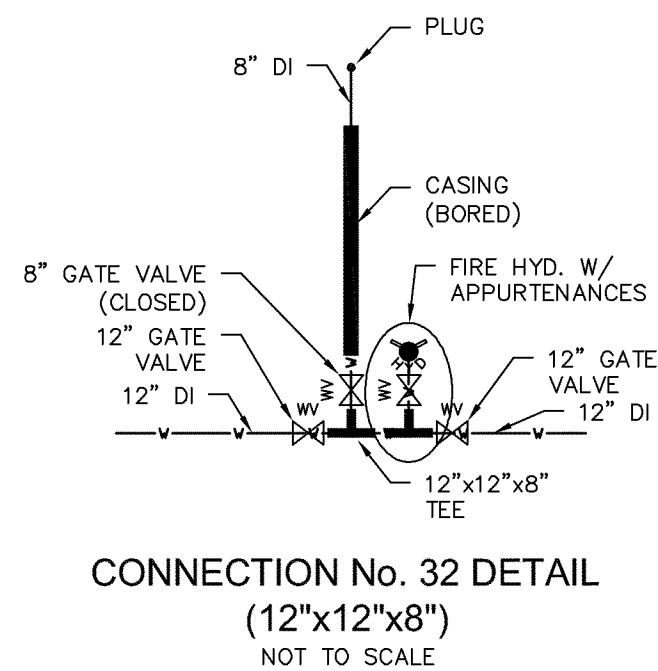
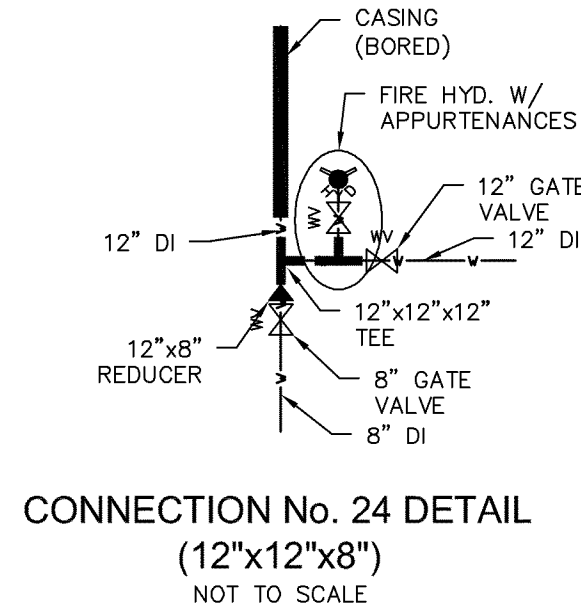
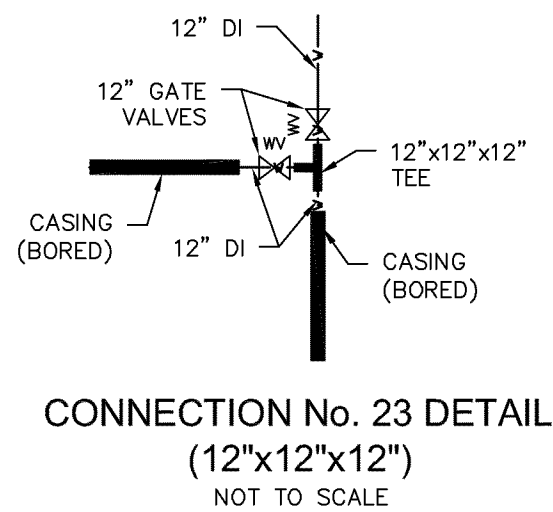
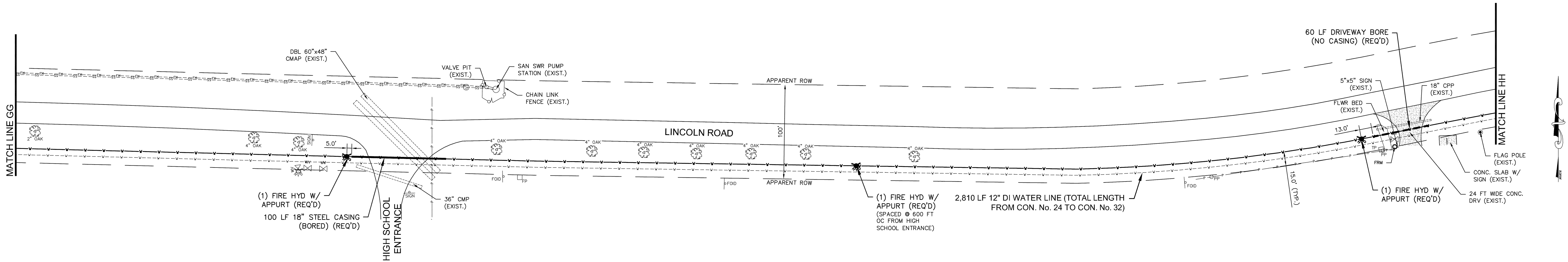
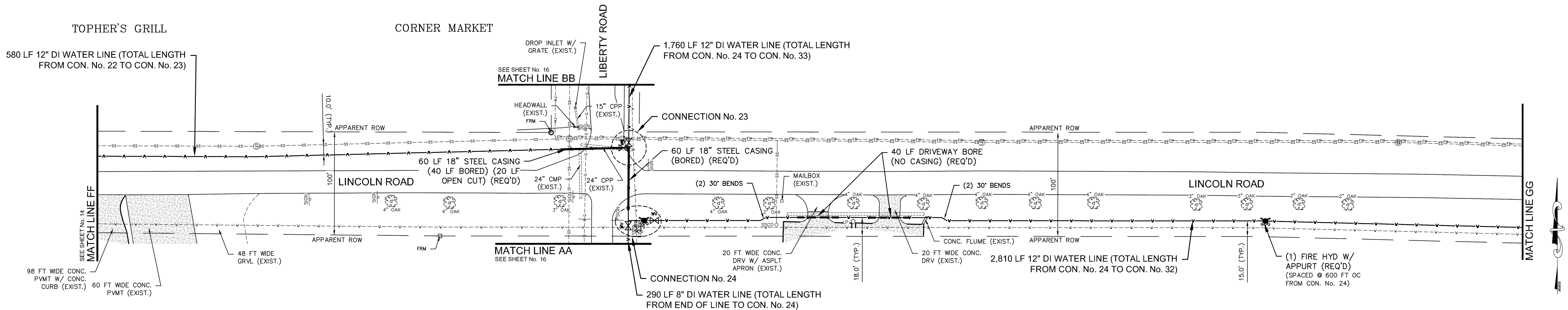


LIBERTY ROAD
LIBERTY ROAD



NO.	DATE	DESCRIPTION	BY
LIBERTY RD & TEMPLE CHURCH ENTRANCE - PLAN			
US HIGHWAY 98 FIRE LINES CITY OF HATTIESBURG LAMAR COUNTY, MISSISSIPPI			
SD W SHOWS, DEARMAN & WAITS, INC. CONSULTING ENGINEERS P.O. BOX 1711 HATTIESBURG, MISSISSIPPI 39403-1711 301 SECOND AVENUE HATTIESBURG, MISSISSIPPI 39401 HTTP://WWW.SD-W.COM P: (601) 544-1821 F: (601) 544-0501			
Drawn by: RES		Checked by: KDW	
Date: 02-07-2012		Scale: 1" = 50'	
Drawing No.: 1273-W001		Sheet No. 16	

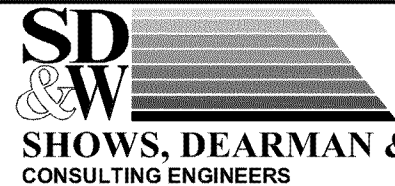
G:\PROJECTS\Hattiesburg_City of 1273-W001 - Hwy 98 West Fire Lines\1273W001.dwg (1273W001_PlanSheets_v2.dwg, 17, 2/8/2012 12:58:09 PM)



LINCOLN ROAD AND HEGWOOD ROAD NOTE:
THE PROPOSED CENTERLINE AND RIGHT OF WAY FOR LINCOLN ROAD AND HEGWOOD ROAD SHOWN, SHALL BE CONSTRUCTED BY LAMAR COUNTY, STATE AID PROJECT No. (MS119-037(2)B)

DUE TO THE PROPOSED CONSTRUCTION, AS STATED ABOVE, THE CONTRACTOR SHALL PHASE THIS PROJECT TO CONSTRUCT THE PROPOSED 12" WATER LINE ALONG LINCOLN ROAD (BETWEEN CONNECTION 32 AND THE END OF LINE) LAST. THE CONTRACTOR SHALL COORDINATE WITH THE LAMAR COUNTY ENGINEER.

LINCOLN ROAD DRIVEWAY NOTE:
ALL DRIVEWAYS BETWEEN CONNECTION 32 AND THE END OF LINE ALONG LINCOLN ROAD SHALL BE OPEN CUT WITHOUT CASING, UNLESS OTHERWISE DIRECTED.

NO.	DATE	DESCRIPTION	BY
LINCOLN ROAD - PLAN			
US HIGHWAY 98 FIRE LINES CITY OF HATTIESBURG LAMAR COUNTY, MISSISSIPPI			
 SD SHOWS, DEARMAN & WAITS, INC. CONSULTING ENGINEERS			
Drawn by: RES		Checked by: KDW	
Date: 02-07-2012		Scale: 1" = 50'	
Drawing No.: 1273-W001		Sheet No. 17	

LINCOLN ROAD AND HEGWOOD ROAD NOTE:
THE PROPOSED CENTERLINE AND RIGHT OF WAY FOR
LINCOLN ROAD AND HEGWOOD ROAD SHOWN, SHALL BE
CONSTRUCTED BY LAMAR COUNTY, STATE AID PROJECT
No. (MS119-037(2)B)

12" DI

12" GATE VALVE

FIRE HYD. W/ APPURTENANCES

CASING (BORED)

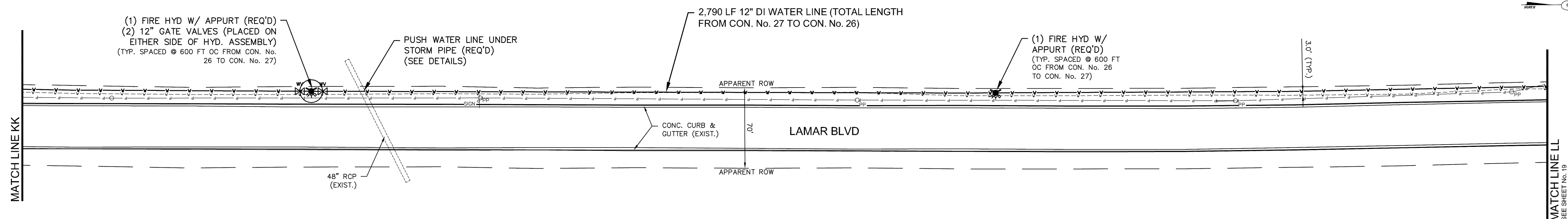
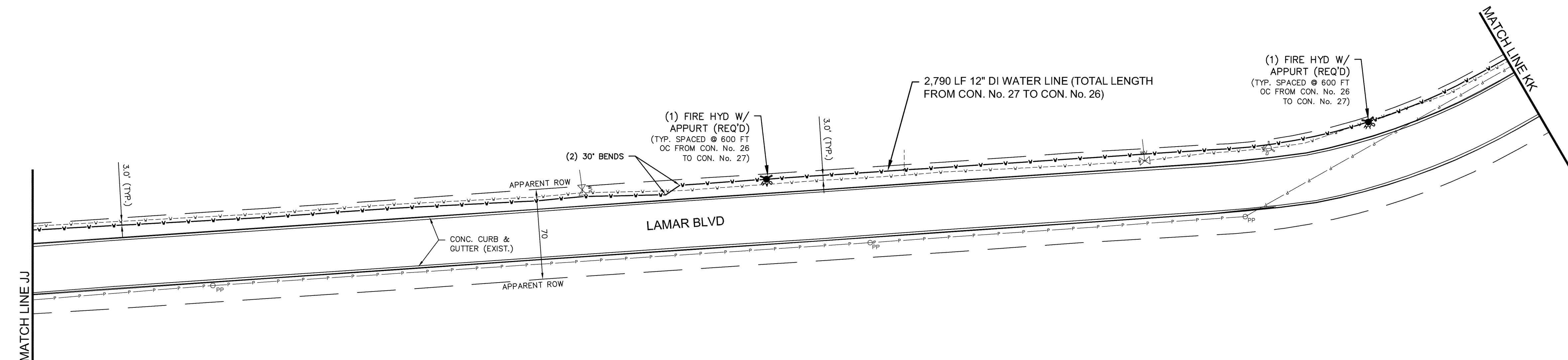
12" GATE VALVE (CLOSED)

PLUG (END OF LINE)

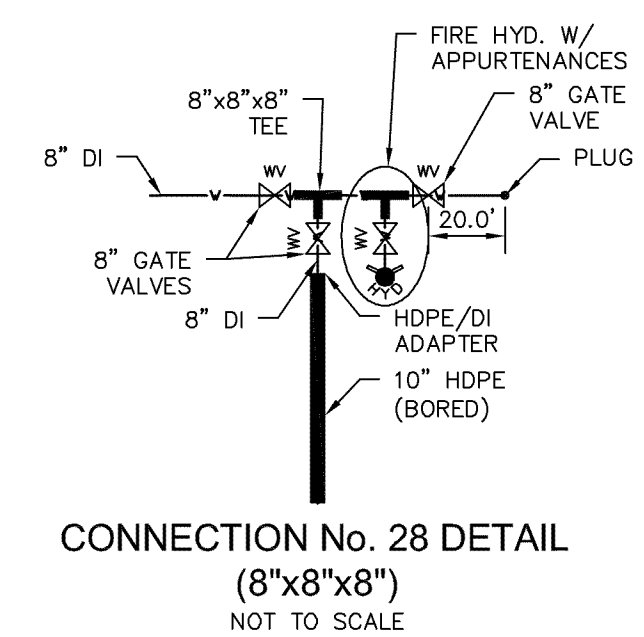
12" x 12" x 12" TEE

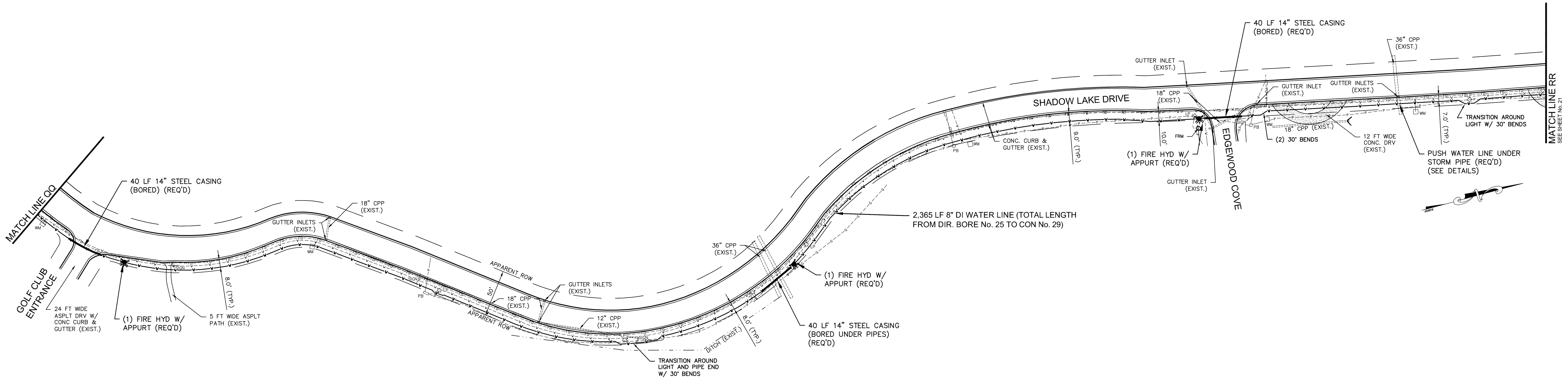
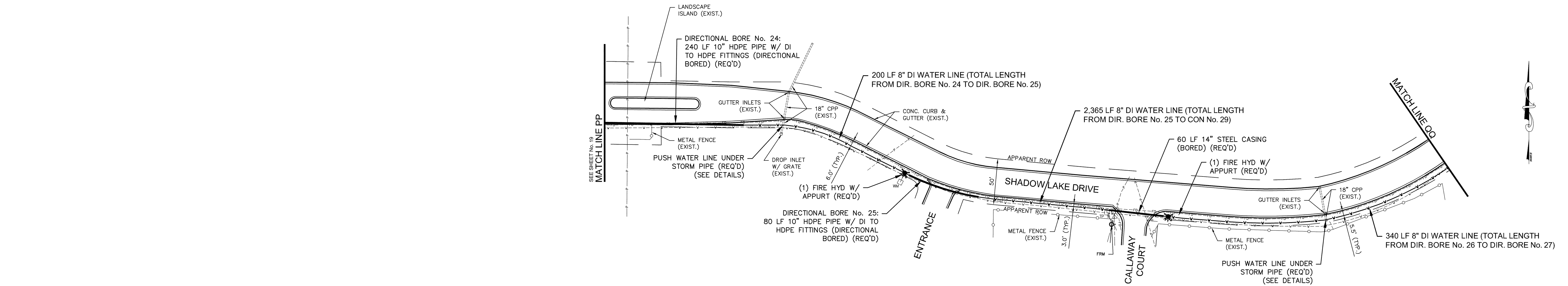
20.0'

CONNECTION No. 27 DETAIL
 (12"x12"x12")
 NOT TO SCALE

[illegible]

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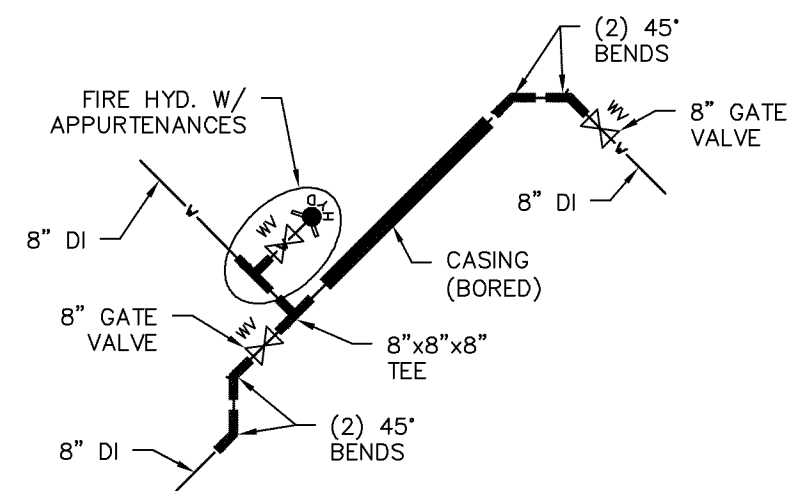




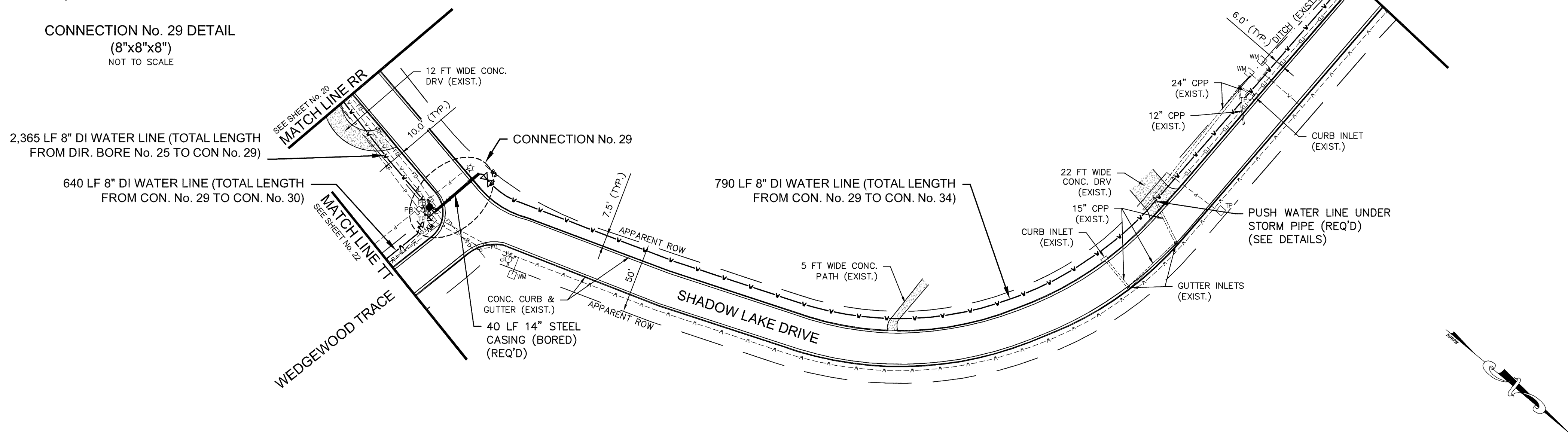
SHADOW RIDGE AREA NOTES:

- ALL DRIVEWAYS LOCATED IN THE SHADOW RIDGE AREA, STARTING AT JACKSON ROAD SHALL BE BORED WITHOUT CASING, UNLESS OTHERWISE DIRECTED. THE SHADOW RIDGE AREA SHALL INCLUDE SHADOW LAKE DRIVE, SHADOW RIDGE DRIVE, WEDGEWOOD TRACE, BROOKWOOD TERRACE, LONGWOOD TERRACE & ALL CONNECTED SIDE STREETS.
- THE CONTRACTOR SHALL TAKE NOTE OF ALL EXISTING IRRIGATION SYSTEMS WHICH MAY ENCROACH ON TO THE PUBLIC RIGHT OF WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR AND/OR REPLACEMENT OF ALL IRRIGATION SYSTEMS DAMAGED BY ACTIONS PERFORMED FOR THIS PROJECT. COORDINATE WITH HOME OWNERS.
- THE CONTRACTOR SHALL TAKE NOTE OF ALL EXISTING LANDSCAPING (PLANTING BEDS, TREES, ETC.) WHICH MAY ENCROACH ON TO THE PUBLIC RIGHT OF WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR AND/OR REPLACEMENT OF ALL LANDSCAPING DAMAGED BY ACTIONS PERFORMED FOR THIS PROJECT. ALL SOD AREAS DAMAGED BY TRENCHING SHALL BE SEEDED TO MATCH EXISTING SPECIES. GRASSING SHALL BE ESTABLISHED AS QUICKLY AS POSSIBLE. COORDINATE WITH HOME OWNERS.

NO.	DATE	DESCRIPTION	BY
SHADOW LAKE DR – PLAN			
US HIGHWAY 98 FIRE LINES			
CITY OF HATTIESBURG			
LAMAR COUNTY, MISSISSIPPI			
 SD SHOWS, DEARMAN & WAITS, INC. CONSULTING ENGINEERS P.O. BOX 1711 HATTIESBURG, MISSISSIPPI 39403-1711 301 SECOND AVENUE HATTIESBURG, MISSISSIPPI 39401 HTTP://WWW.SD-W.COM P: (601) 544-1821 F: (601) 544-0501			
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Date: 02-06-2012		Scale: 1" = 50'	
Drawing No.: 1273-W001		Sheet No. 20	

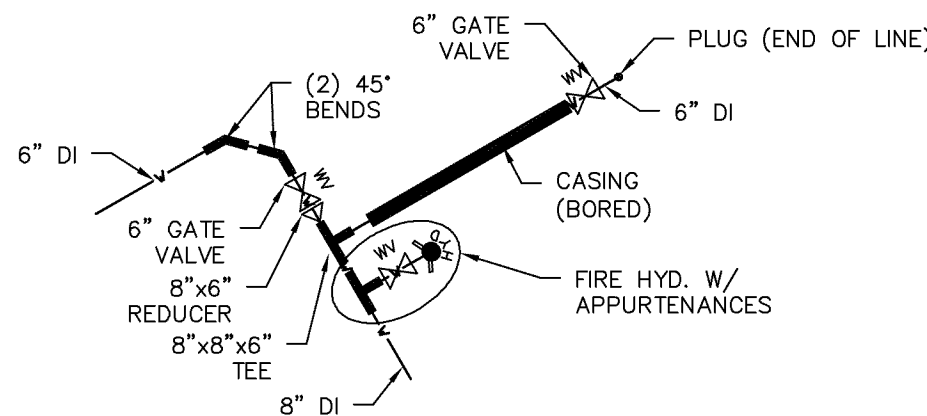
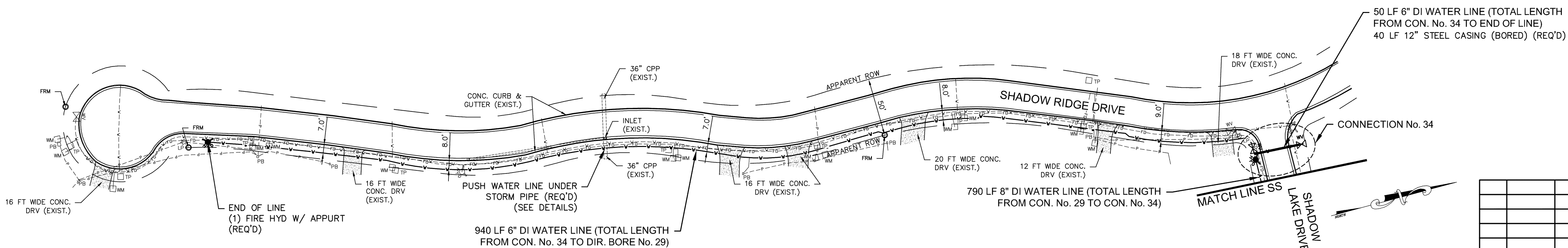


CONNECTION No. 29 DETAIL
(8"x8"x8")
NOT TO SCALE



SHADOW LAKE DRIVE

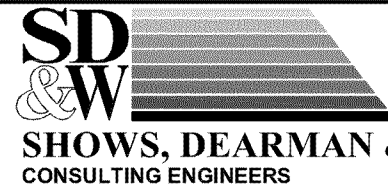
SHADOW RIDGE DRIVE



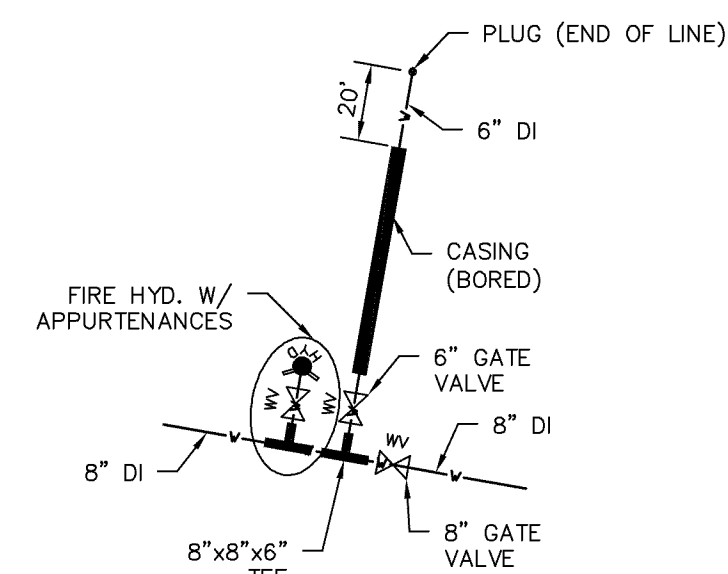
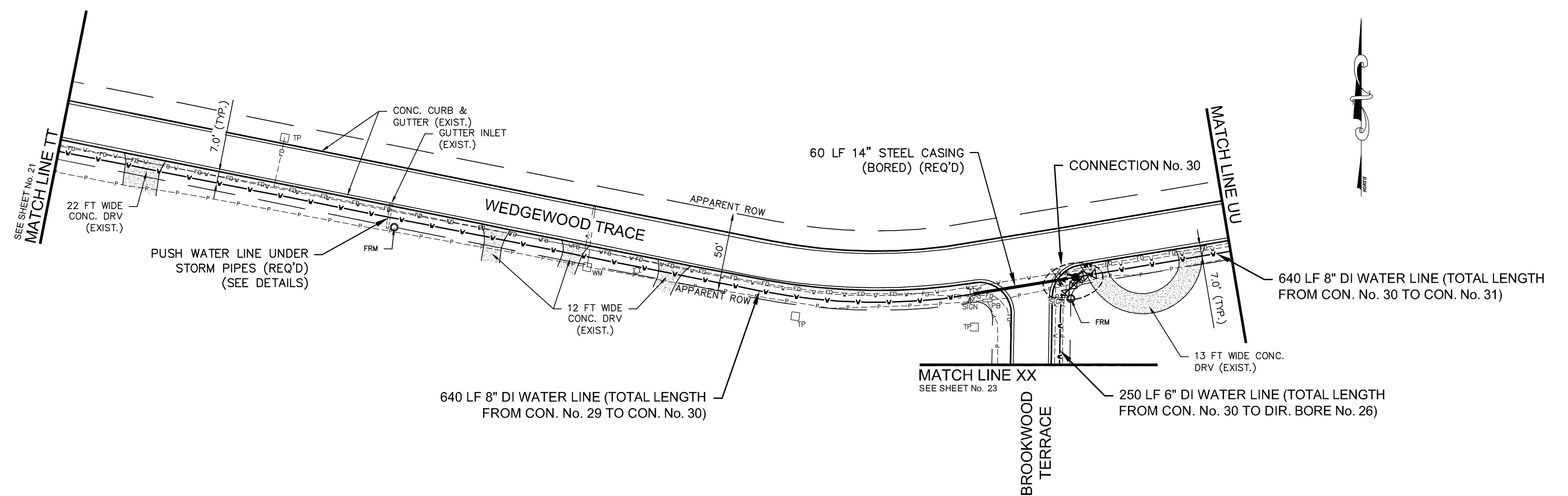
CONNECTION No. 34 DETAIL
(8"x6"x6")
NOT TO SCALE

SHADOW RIDGE AREA NOTES:

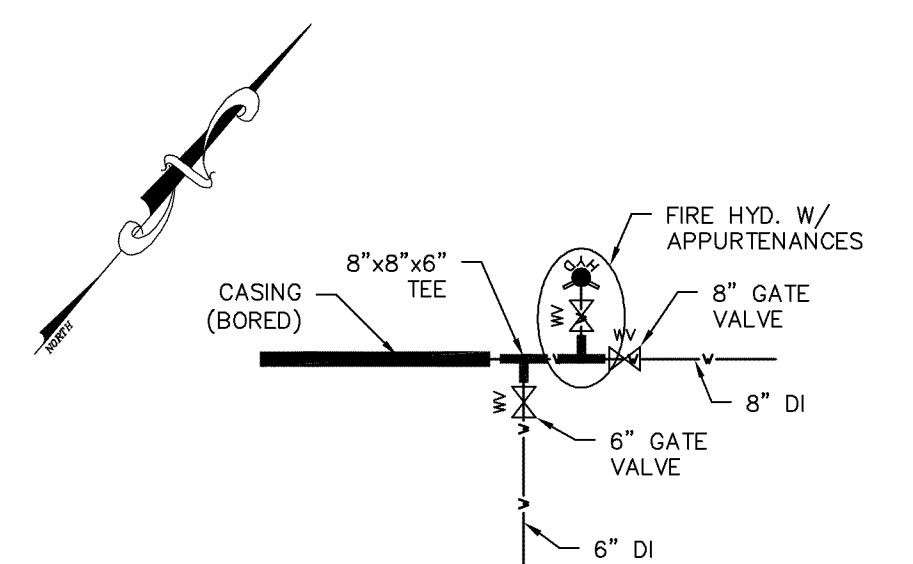
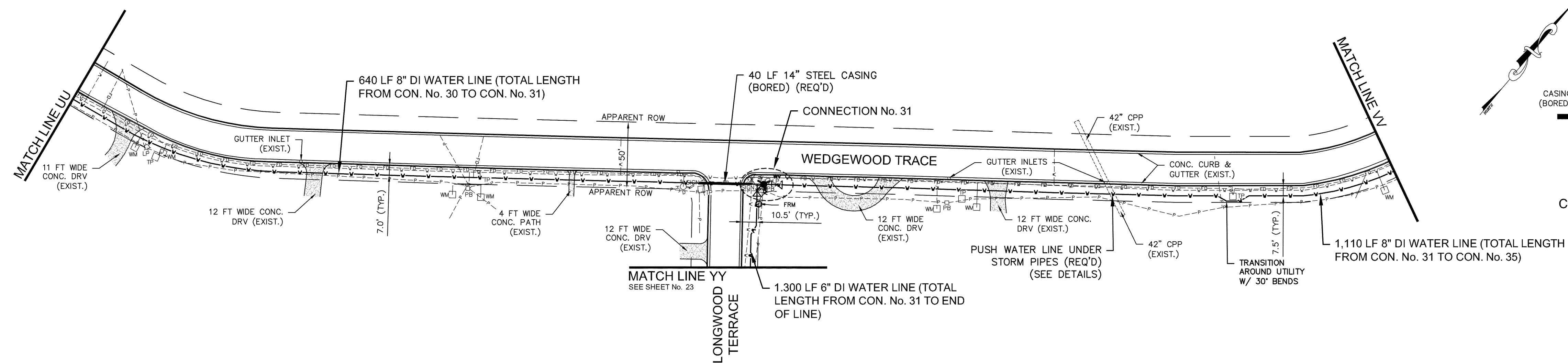
- ALL DRIVEWAYS LOCATED IN THE SHADOW RIDGE AREA, STARTING AT JACKSON ROAD SHALL BE BORED WITHOUT CASING, UNLESS OTHERWISE DIRECTED. THE SHADOW RIDGE AREA SHALL INCLUDE SHADOW LAKE DRIVE, SHADOW RIDGE DRIVE, WEDGEWOOD TRACE, BROOKWOOD TERRACE, LONGWOOD TERRACE & ALL CONNECTED SIDE STREETS.
- THE CONTRACTOR SHALL TAKE NOTE OF ALL EXISTING IRRIGATION SYSTEMS WHICH MAY ENCROACH ON TO THE PUBLIC RIGHT OF WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR AND/OR REPLACEMENT OF ALL IRRIGATION SYSTEMS DAMAGED BY ACTIONS PERFORMED FOR THIS PROJECT. COORDINATE WITH HOME OWNERS.
- THE CONTRACTOR SHALL TAKE NOTE OF ALL EXISTING LANDSCAPING (PLANTING BEDS, TREES, ETC.) WHICH MAY ENCROACH ON TO THE PUBLIC RIGHT OF WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR AND/OR REPLACEMENT OF ALL LANDSCAPING DAMAGED BY ACTIONS PERFORMED FOR THIS PROJECT. ALL SOD AREAS DAMAGED BY TRENCHING SHALL BE SEEDED TO MATCH EXISTING SPECIES. GRASSING SHALL BE ESTABLISHED AS QUICKLY AS POSSIBLE. COORDINATE WITH HOME OWNERS.

NO.	DATE	DESCRIPTION	BY
SHADOW LAKE DR & SHADOW RIDGE DR – PLAN			
US HIGHWAY 98 FIRE LINES CITY OF HATTIESBURG LAMAR 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 F: (601) 544-1821 F: (601) 544-0501			
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Date: 02-06-2012		Scale: 1" = 50'	
Drawing No.: 1273-W001		Sheet No. 21	

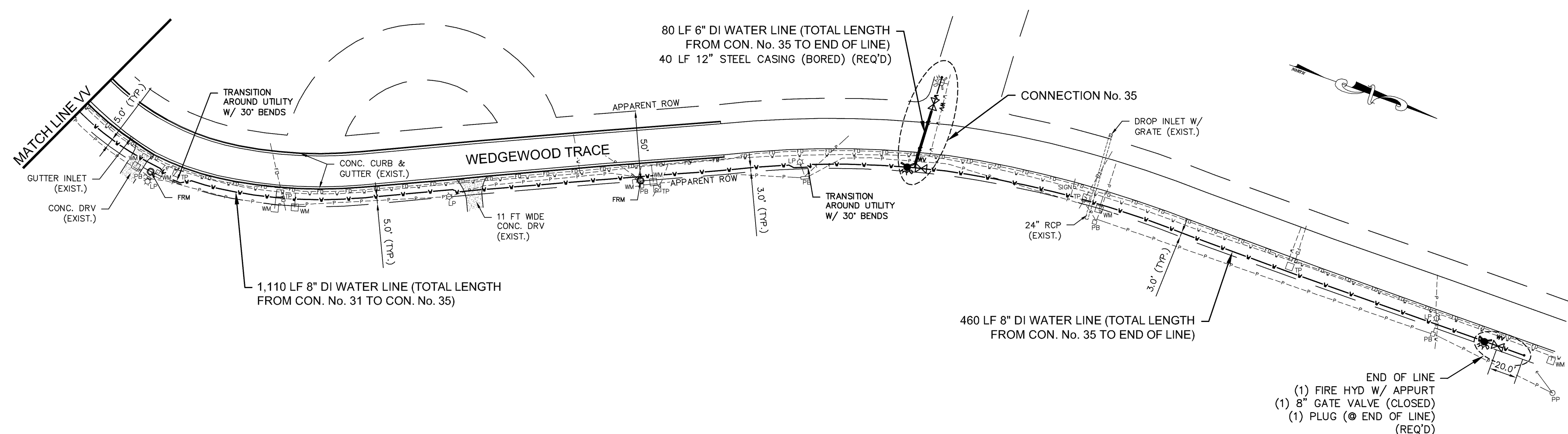
CONNECTION No. 30 DETAIL
(8"x8"x6")
NOT TO SCALE



CONNECTION No. 35 DETAIL
(8"x8"x6")
NOT TO SCALE



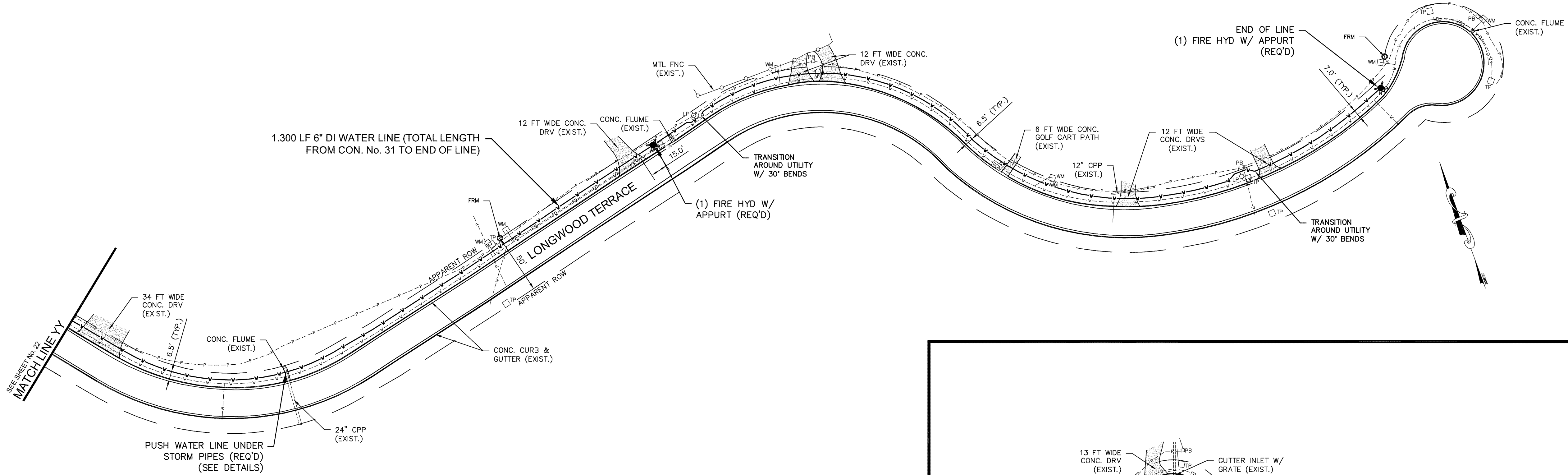
CONNECTION No. 31 DETAIL
(8"x8"x6")
NOT TO SCALE



SHADOW RIDGE AREA NOTES:

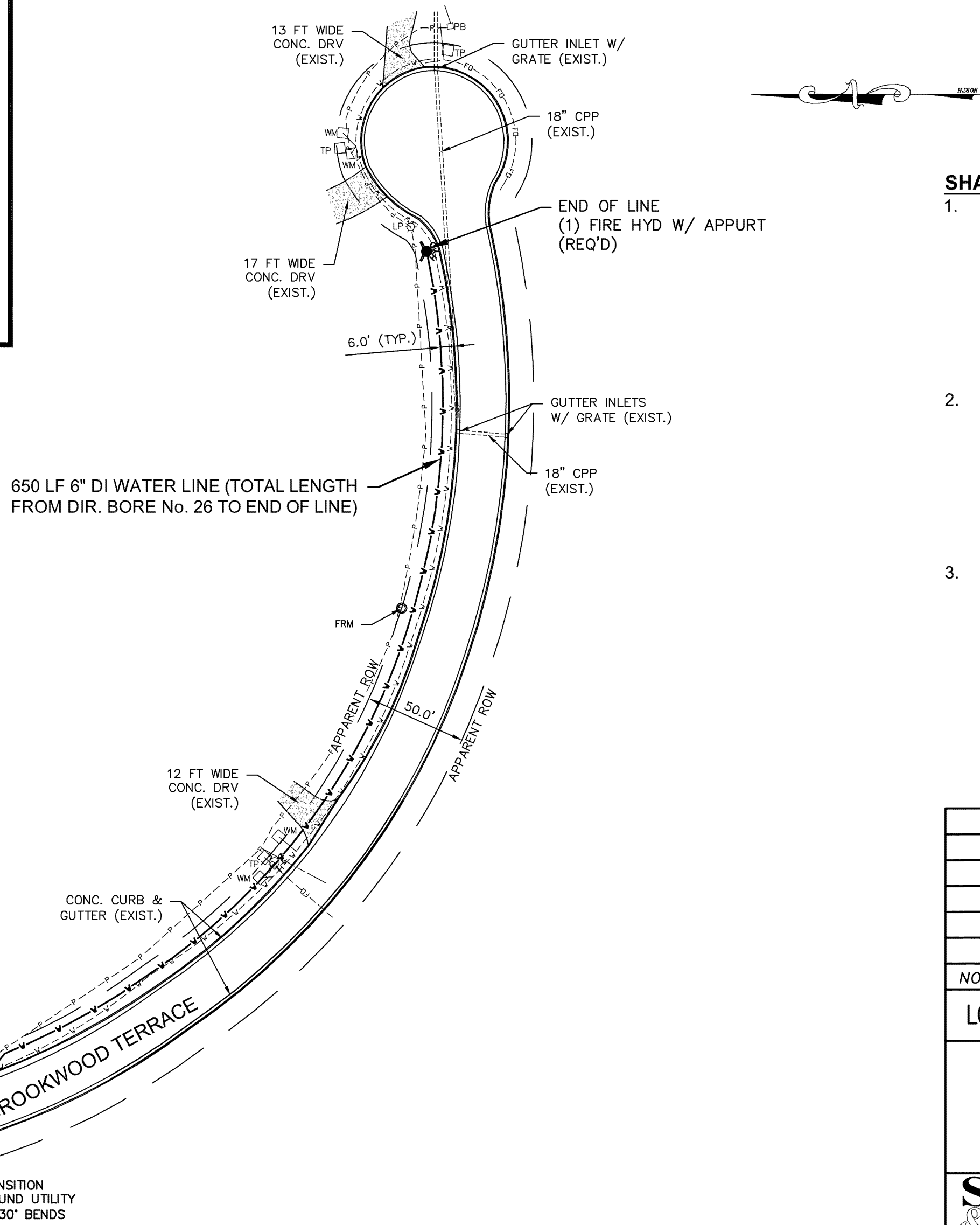
1. ALL DRIVEWAYS LOCATED IN THE SHADOW RIDGE AREA, STARTING AT JACKSON ROAD SHALL BE BORED WITHOUT CASING, UNLESS OTHERWISE DIRECTED. THE SHADOW RIDGE AREA SHALL INCLUDE SHADOW LAKE DRIVE, SHADOW RIDGE DRIVE, WEDGEWOOD TRACE, BROOKWOOD TERRACE, LONGWOOD TERRACE & ALL CONNECTED SIDE STREETS.
2. THE CONTRACTOR SHALL TAKE NOTE OF ALL EXISTING IRRIGATION SYSTEMS WHICH MAY ENCROACH ON TO THE PUBLIC RIGHT OF WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR AND/OR REPLACEMENT OF ALL IRRIGATION SYSTEMS DAMAGED BY ACTIONS PERFORMED FOR THIS PROJECT. COORDINATE WITH HOME OWNERS.
3. THE CONTRACTOR SHALL TAKE NOTE OF ALL EXISTING LANDSCAPING (PLANTING BEDS, TREES, ETC.) WHICH MAY ENCROACH ON TO THE PUBLIC RIGHT OF WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR AND/OR REPLACEMENT OF ALL LANDSCAPING DAMAGED BY ACTIONS PERFORMED FOR THIS PROJECT. ALL SOD AREAS DAMAGED BY TRENCHING SHALL BE SEEDED TO MATCH EXISTING SPECIES. GRASSING SHALL BE ESTABLISHED AS QUICKLY AS POSSIBLE. COORDINATE WITH HOME OWNERS.

[illegible]



LONGWOOD TERRACE

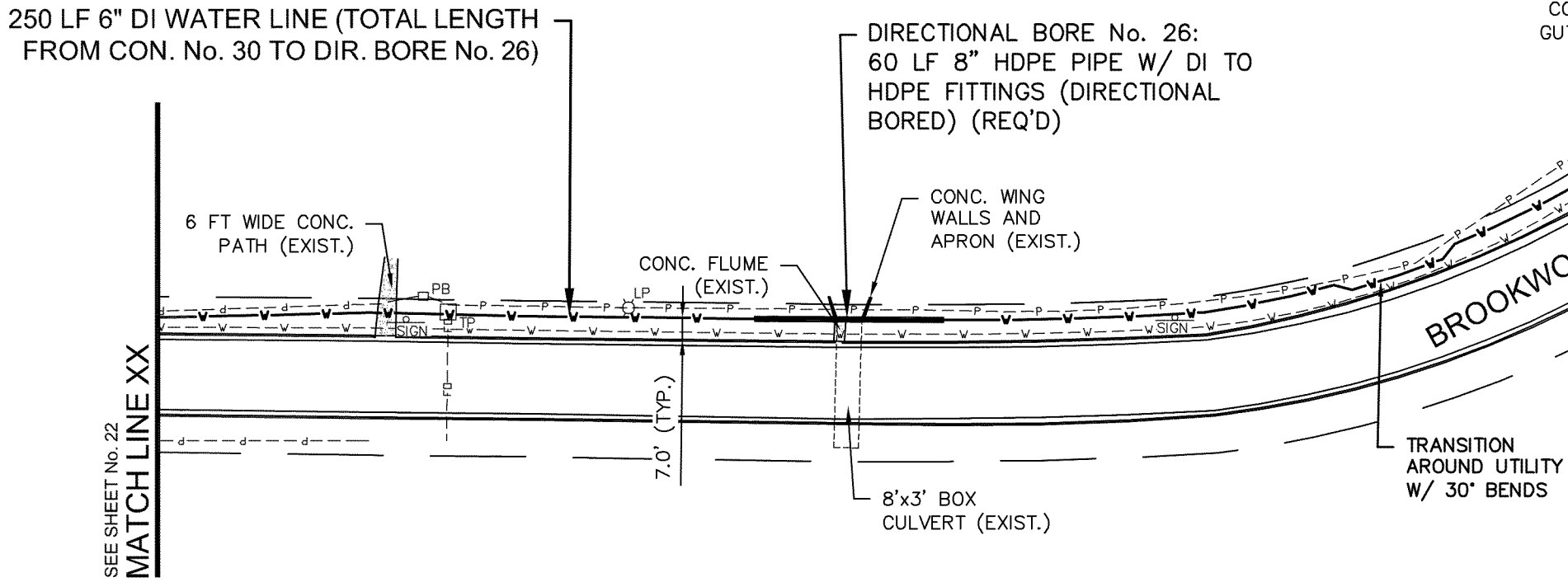
BROOKWOOD TERRACE



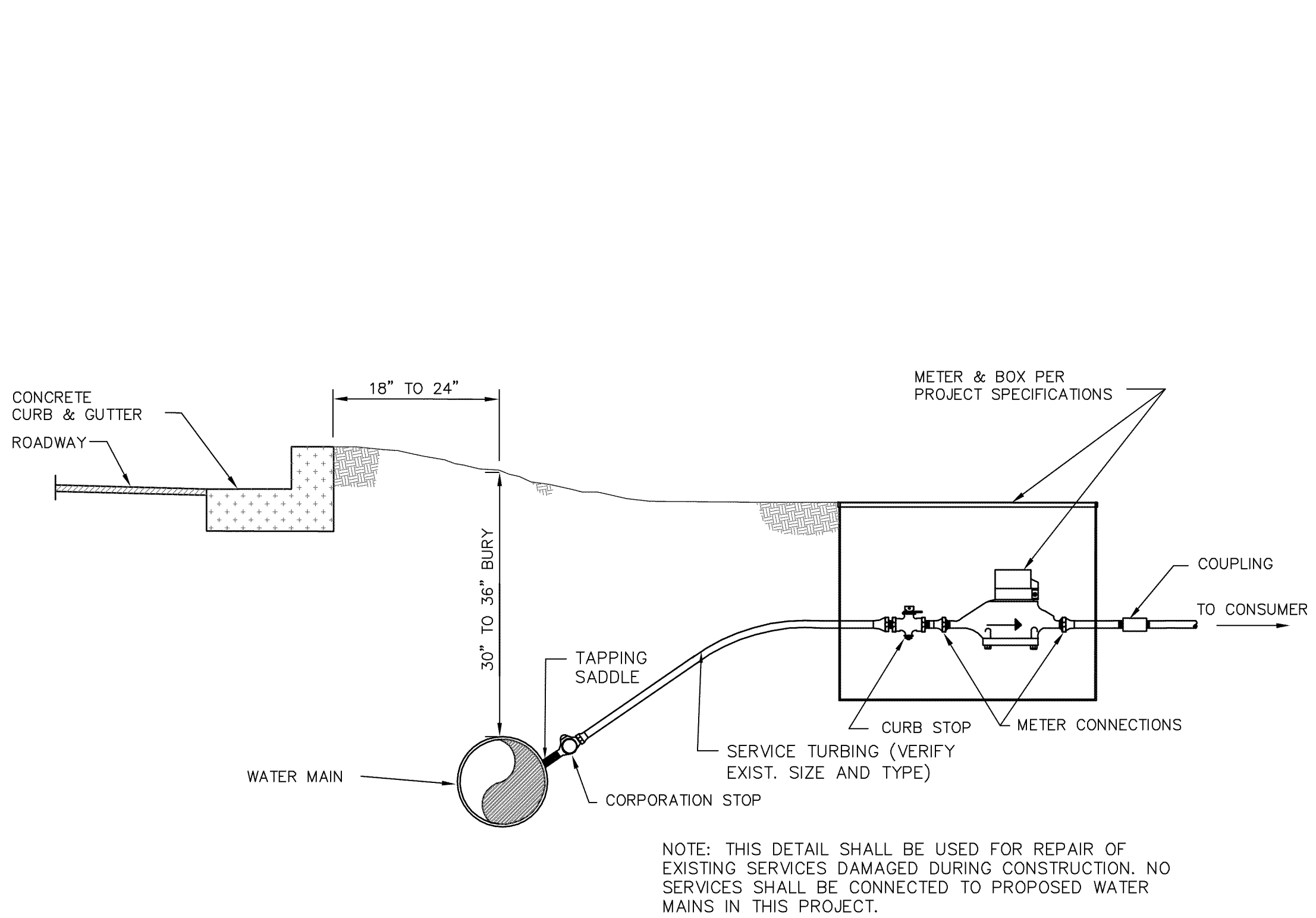
SHADOW RIDGE AREA NOTES:

1. ALL DRIVEWAYS LOCATED IN THE SHADOW RIDGE AREA, STARTING AT JACKSON ROAD SHALL BE BORED WITHOUT CASING, UNLESS OTHERWISE DIRECTED. THE SHADOW RIDGE AREA SHALL INCLUDE SHADOW LAKE DRIVE, SHADOW RIDGE DRIVE, WEDGEWOOD TRACE, BROOKWOOD TERRACE, LONGWOOD TERRACE & ALL CONNECTED SIDE STREETS.
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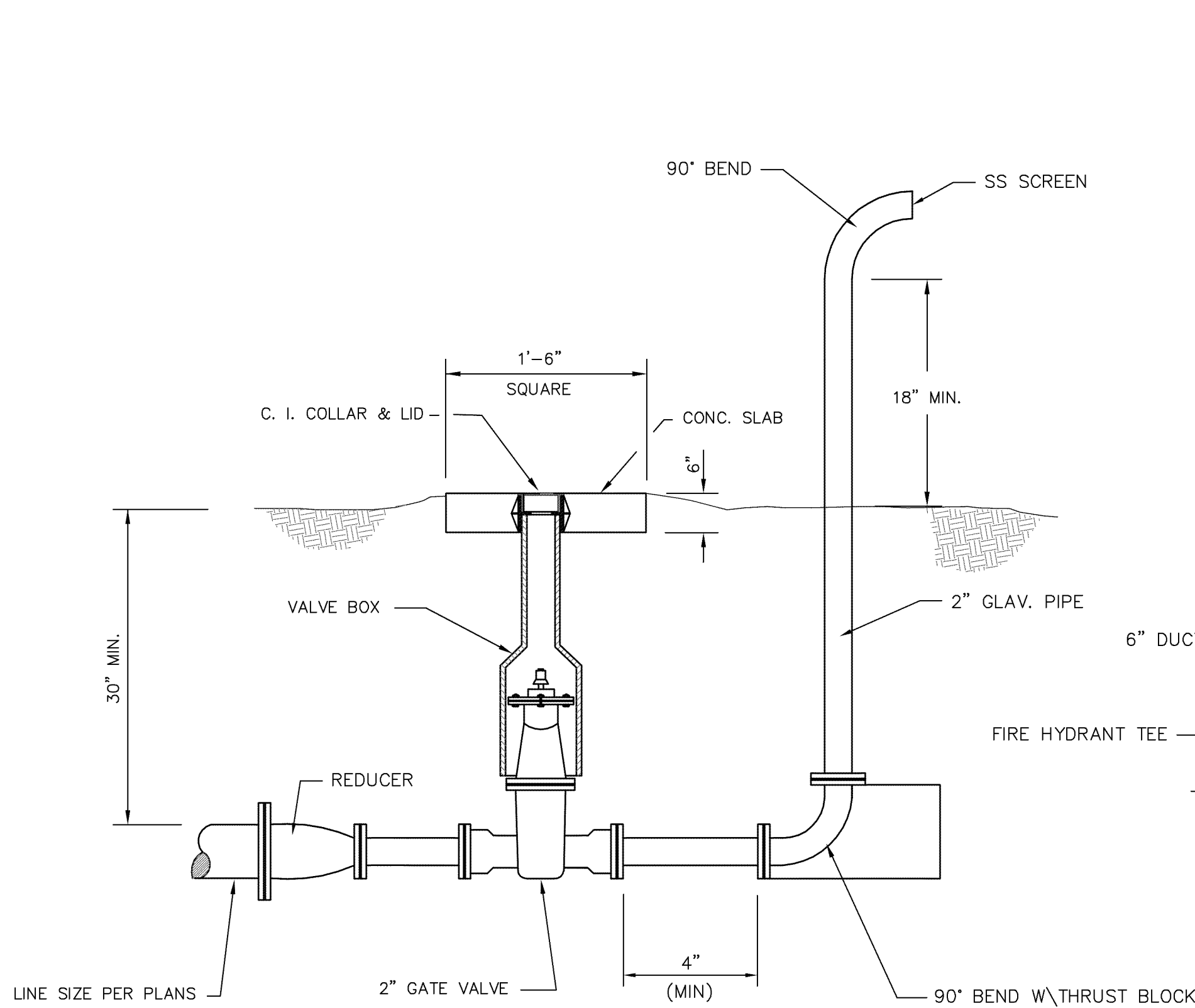
NO.	DATE	DESCRIPTION	BY
LONGWOOD & BROOKWOOD TERRACE - PLAN			
US HIGHWAY 98 FIRE LINES			
CITY OF HATTIESBURG			
LAMAR COUNTY, MISSISSIPPI			
SD & W SHOWS, DEARMAN & WAITS, INC. CONSULTING ENGINEERS			
P.O. BOX 1711 HATTIESBURG, MISSISSIPPI 39403-1711 301 SECOND AVENUE HATTIESBURG, MISSISSIPPI 39401 HTTP://WWW.SD-W.COM P: (601) 544-1821 F: (601) 544-0501			
Drawn by: RES		Checked by: KDW	
Date: 02-06-2012		Scale: 1" = 50'	
Drawing No.: 1273-W001		Sheet No. 23	



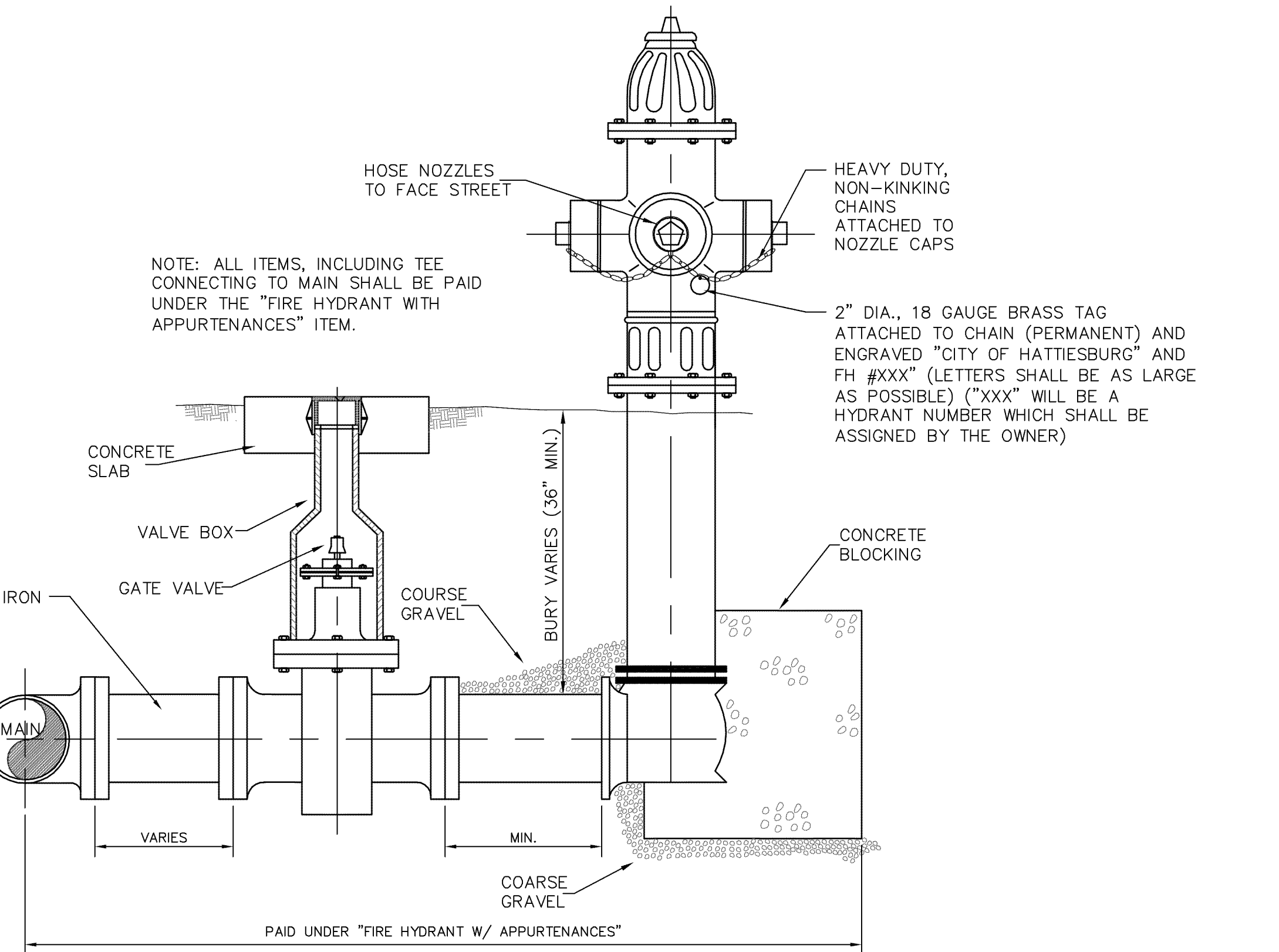
G:\PROJECTS\Hattiesburg_City of 1273-W001 - Hwy 98 West Fire Lines\1273W001.dwg 1273w001_02.dwg 24, 2/8/2012 1:05:58 PM



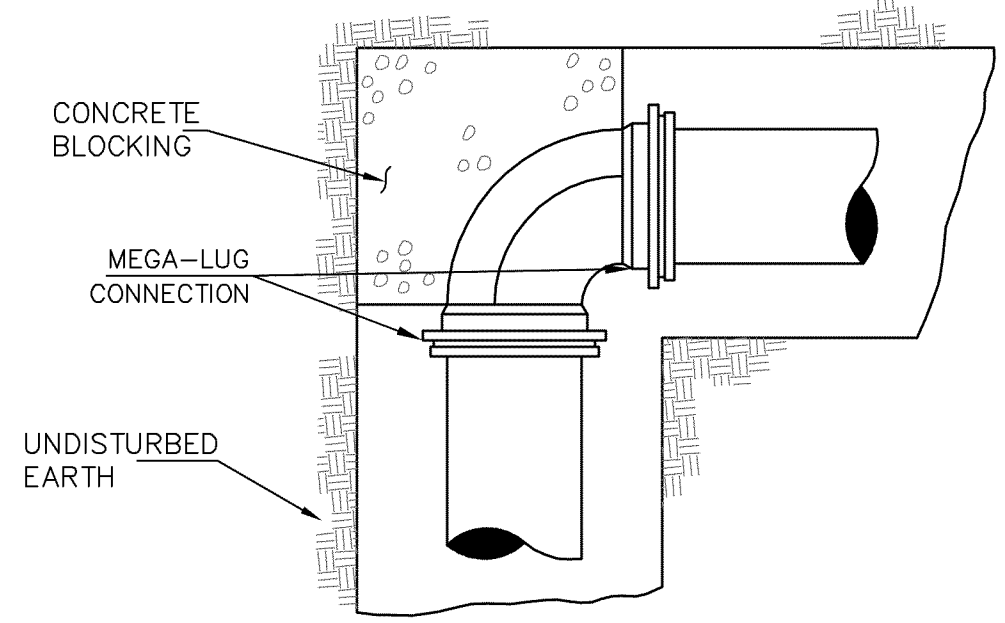
TYPICAL METER SETTING WITHOUT YOKE



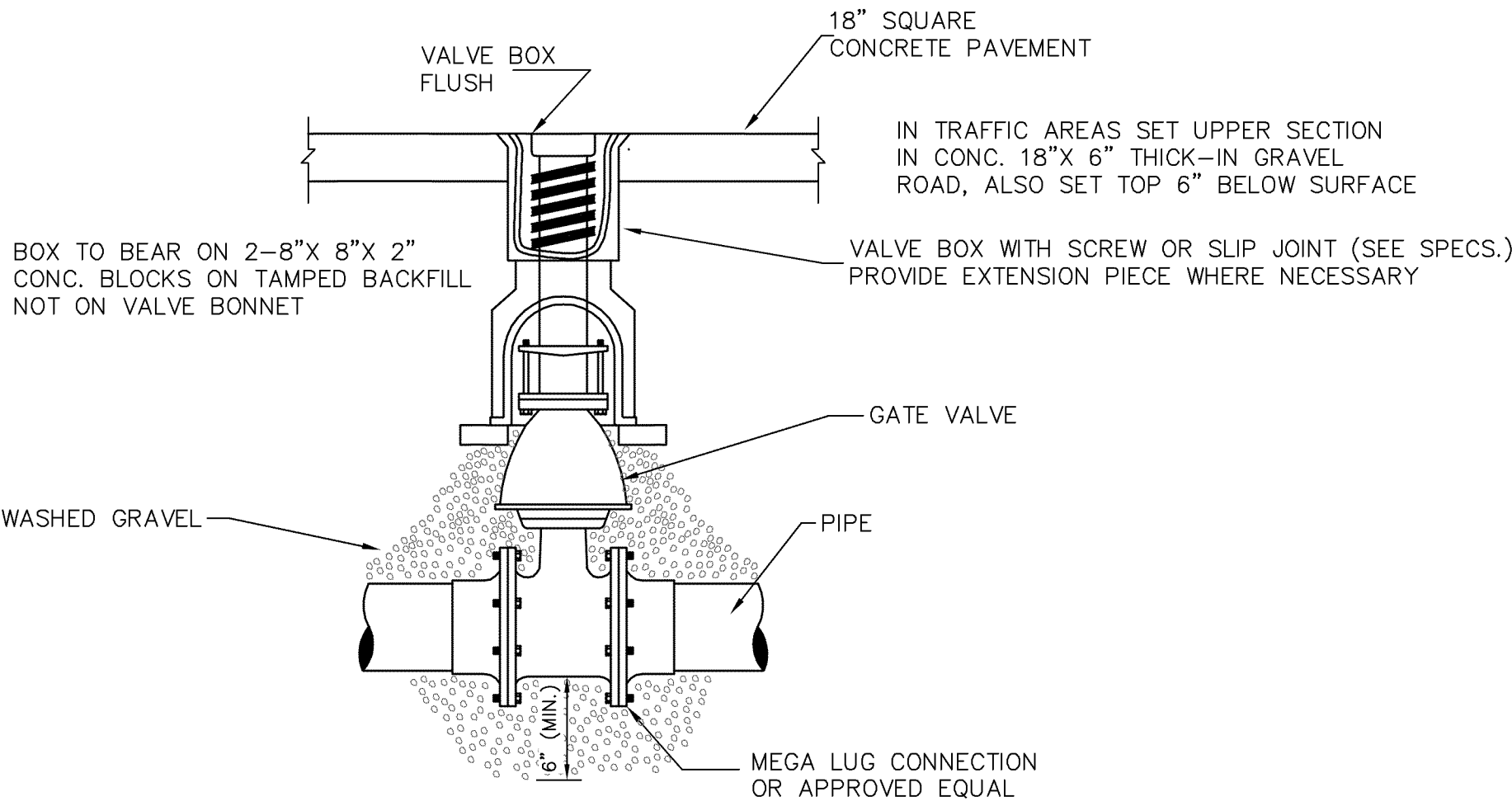
BLOW-OFF VALVE DETAIL



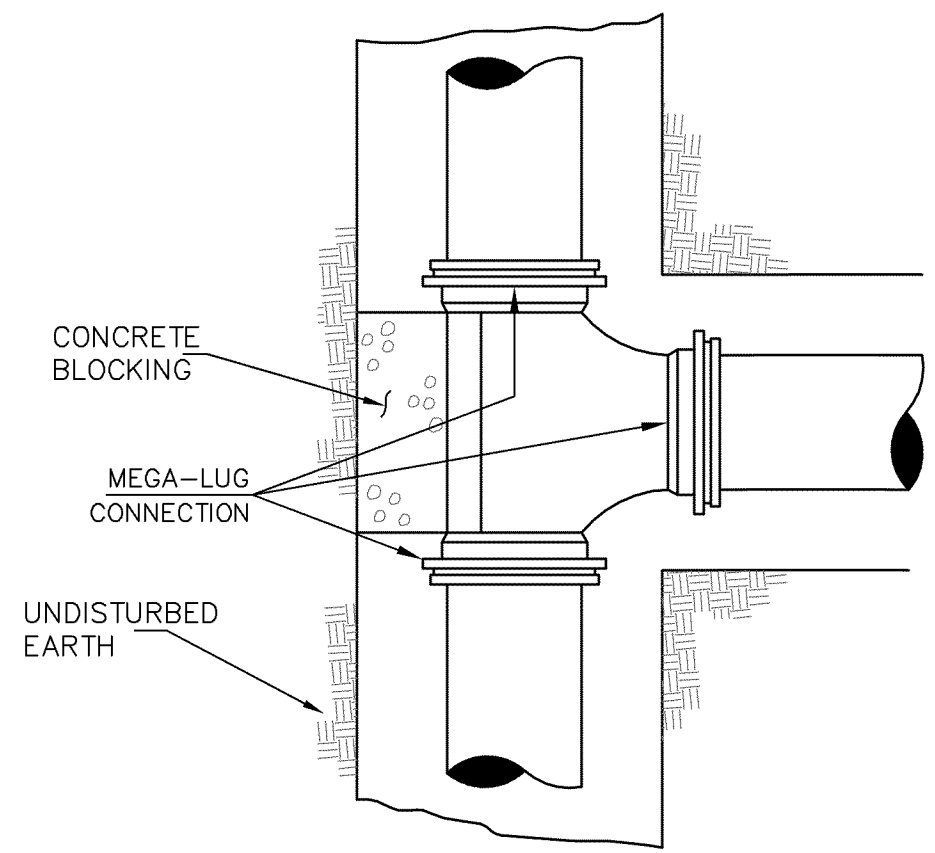
STANDARD 3-WAY FIRE HYDRANT



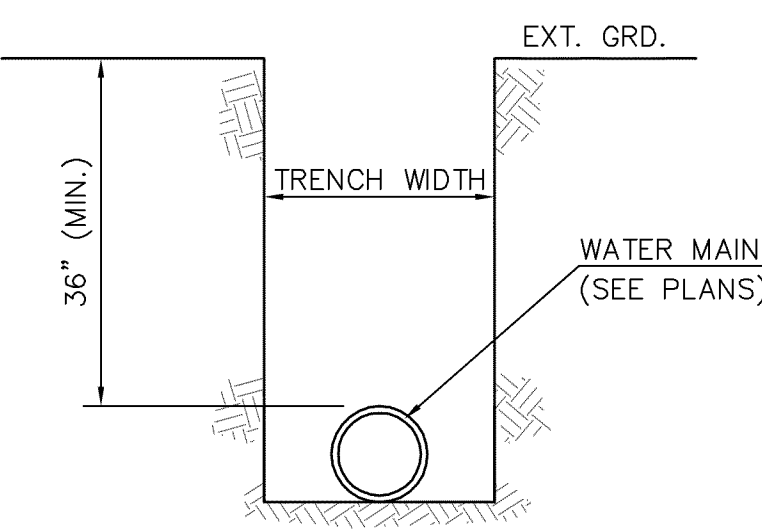
PLAN



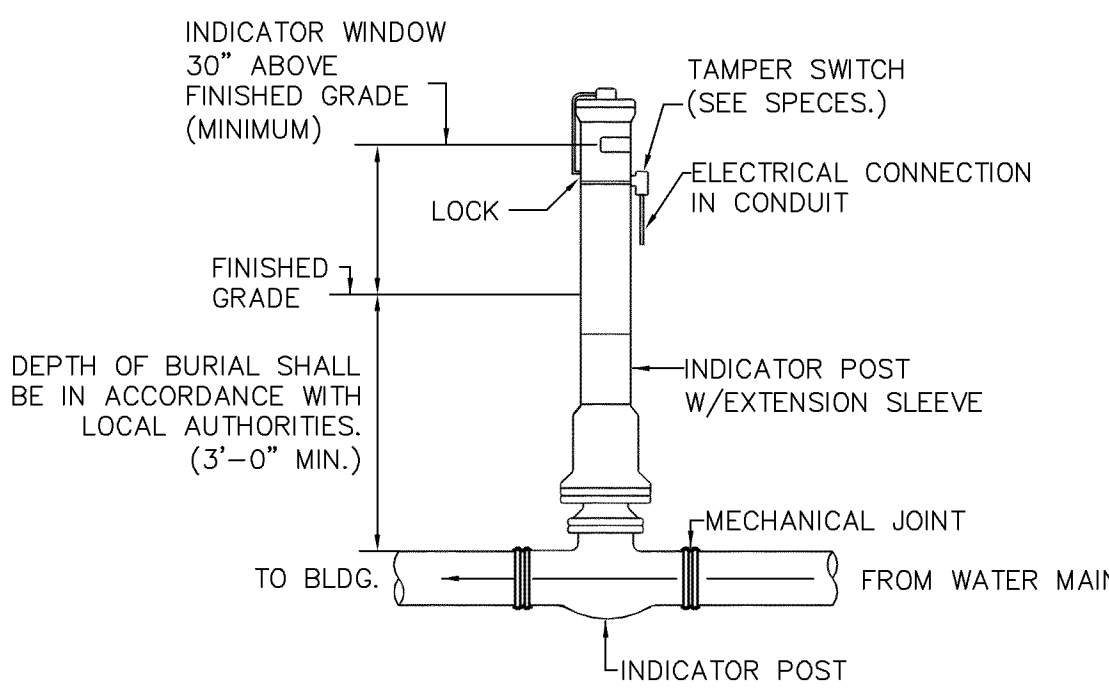
DETAIL OF VALVE & BOX



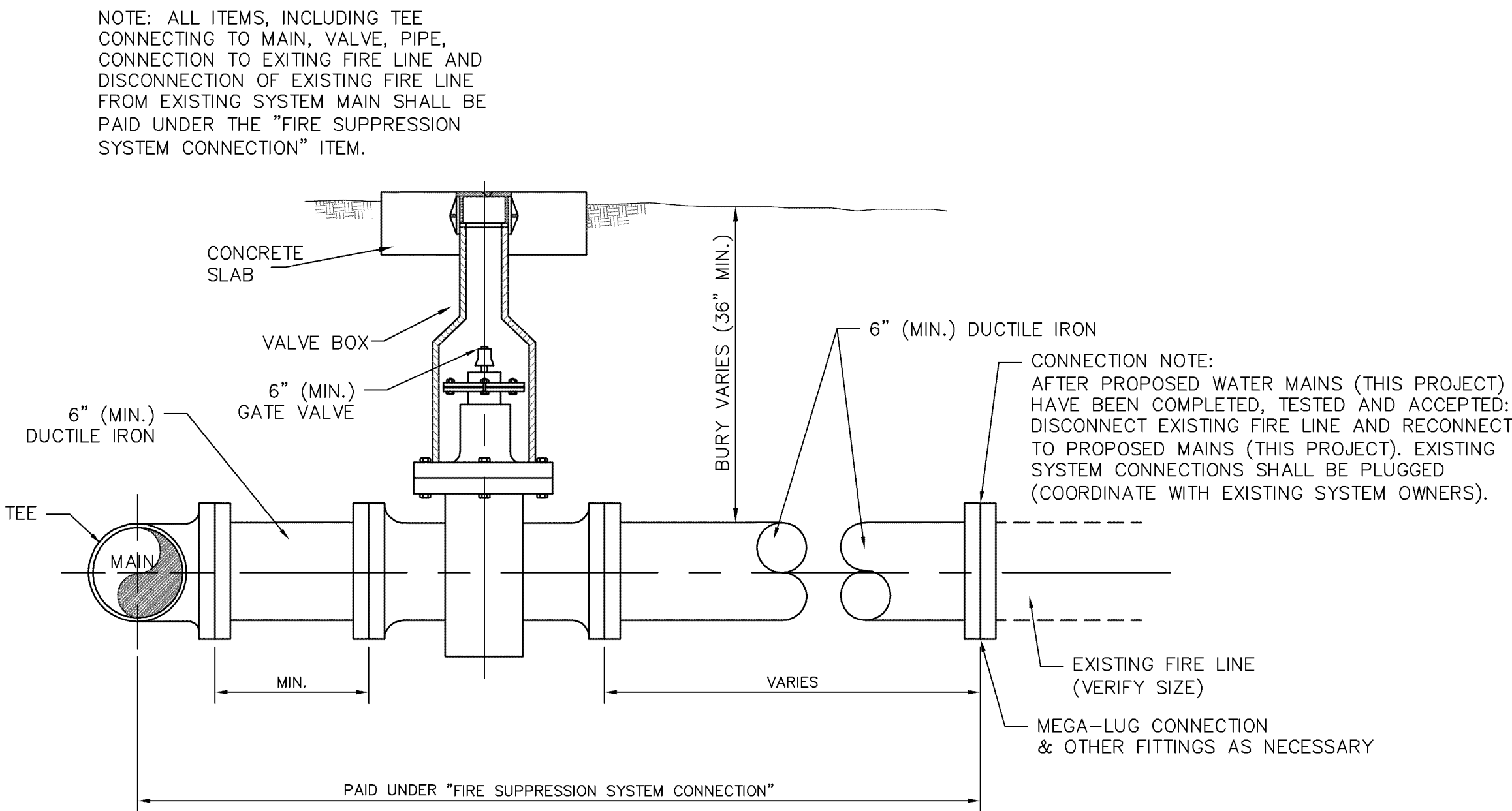
PLAN



DETAIL OF TRENCH



POST INDICATOR VALVE DETAIL



FIRE SUPPRESSION SYSTEM CONNECTION

PIV NOTES:

1. POST INDICATOR VALVES SHALL BE REQUIRED AT ALL EXISTING STRUCTURES WHICH ARE BEING CONNECTED TO THE PROPOSED SYSTEM UNDER THIS PROJECT, IF THE EXISTING PIV IS DAMAGED AND/OR INOPERABLE OR IF NO PIV IS IN PLACE AT THE TIME OF CONNECTION.
2. LOCATIONS FOR PROPOSED PIV'S SHALL BE AS DIRECTED BY THE ENGINEER BUT SHALL BE AT LEAST 40 FEET FROM THE EXISTING STRUCTURE AND CLEARLY VISIBLE.
3. POST INDICATOR VALVES SHALL BE INSTALLED AS PER THE MANUFACTURER'S SPECIFICATIONS AND AS DETAILED HERE.
4. ALL ITEMS, INCLUDING POSSIBLE INSTALLATION ON EXISTING FIRE LINE SHALL BE PAID UNDER THE "POST INDICATOR VALVE" ITEM.

NO.	DATE	DESCRIPTION	BY
WATER INSTALLATION DETAILS			
US HIGHWAY 98 FIRE LINES			
CITY OF HATTIESBURG			
LAMAR 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 F: (601) 544-1021 F: (601) 544-0501			
Drawn by: RES		Checked by: KDW	
Date: 02-08-2012		Scale: NOT TO SCALE	
Drawing No.: 1273-W001		Sheet No. 24	

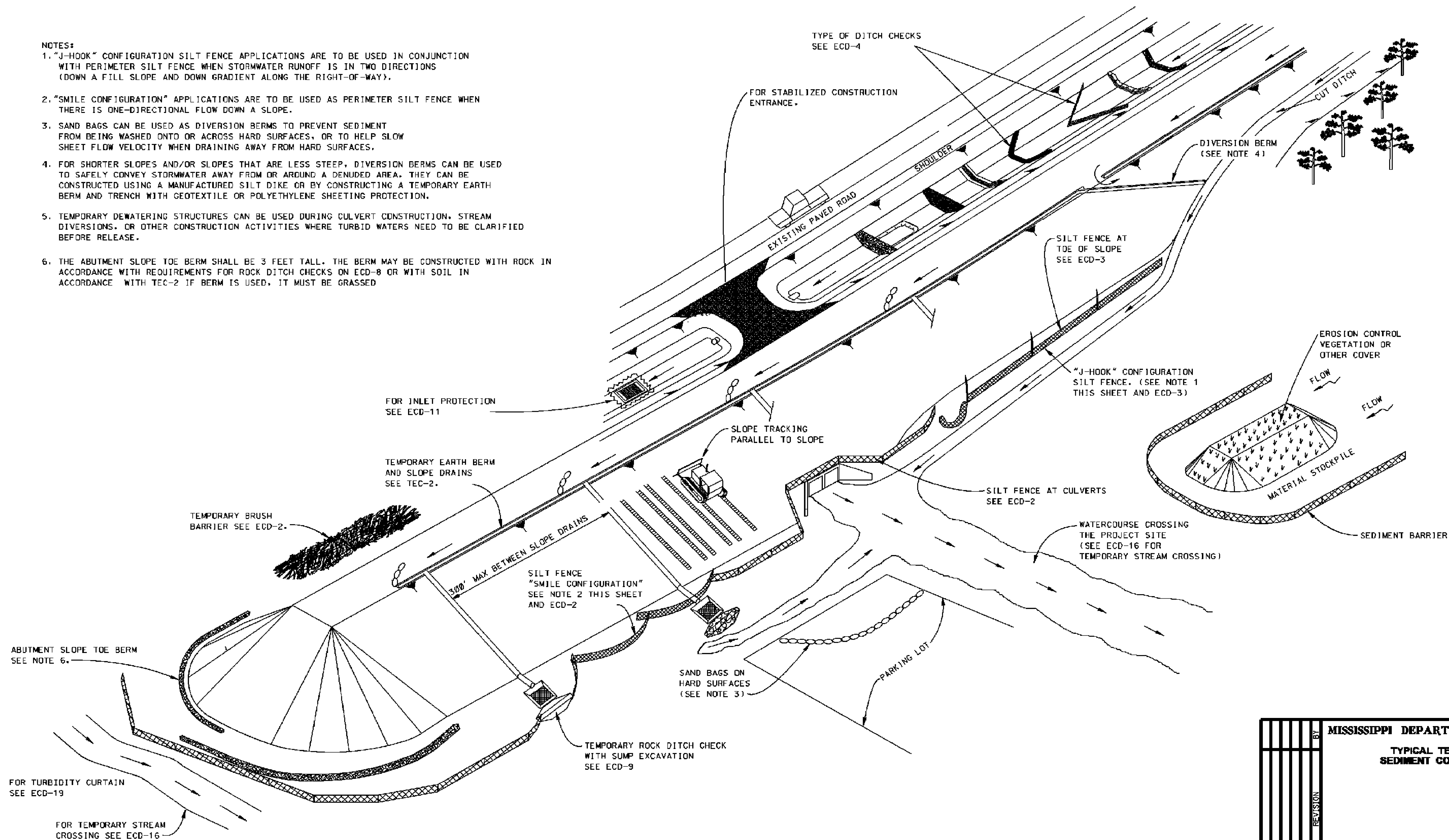


VEGETATION SCHEDULE						
EROSION CONTROL ITEMS		SEASONAL APPLICATIONS — DATES & RATES				REQUIREMENTS
		SPRING & SUMMER		FALL & WINTER		
PAY ITEM NO.	ITEMS	RATES	DATES	RATES	DATES	
211—B001	TOPSOIL FOR SLOPE TREATMENT (LVM)	4" THICK	MARCH 1 TO SEPTEMBER 1	4" THINK	SEPTEMBER 1 TO MARCH 1	TOPSOIL REQUIRED ON SLOPES DETERMINED BY THE ENGINEER DURING CONSTRUCTION
212—B001	STANDARD GROUND PREPARATION	PER SQ. FT.	MARCH 1 TO SEPTEMBER 1	PER SQ. FT.	SEPTEMBER 1 TO MARCH 1	GROUND PREPARATION REQUIRED ON AREAS TO RECEIVE SOLID SODDING OR SEEDING, AS APPLICABLE
907—213—A001	AGRICULTURAL LIMESTONE	3 TONS / ACRE	MARCH 1 TO SEPTEMBER 1	3 TONS / ACRE	SEPTEMBER 1 TO MARCH 1	LIMESTONE SHALL BE MECHANICALLY SPREAD UNIFORMLY AND INCORPORATED INTO THE SOIL PRIOR TO PLANTING
213—B001	COMBINATION FERTILIZER (13—13—13)	1000 LBS / ACRE	MARCH 1 TO SEPTEMBER 1	1000 LBS / ACRE	SEPTEMBER 1 TO MARCH 1	FERTILIZER SHALL BE MECHANICALLY SPREAD UNIFORMLY AND INCORPORATED INTO THE SOIL PRIOR TO PLANTING
213—C001	SUPER PHOSPHATE	0.5 TON / ACRE (EST)	MARCH 1 TO SEPTEMBER 1			SUPER PHOSPHATE (FOR BID ITEM PURPOSES)
214—A002	SEEDING (BERMUDA GRASS)	20 LBS / ACRE	MARCH 1 TO SEPTEMBER 1	20 LBS / ACRE	SEPTEMBER 1 TO MARCH 1	SEED REQUIRED ON DISTURBED AREAS. UNHULLED SEED MAY BE REQUIRED DURING THE DORMANT SEASON AS DIRECTED
214—A003	SEEDING (TALL FESCUE)			15 LBS / ACRE	AUGUST 15 TO MARCH 15	SEED REQUIRED IN DISTURBED AREAS
214—A004	SEEDING (CRIMSON CLOVER)			20 LBS / ACRE	AUGUST 15 TO MARCH 15	SEED REQUIRED ON DISTURBED AREA
215—A001	VEGETATIVE MATERIAL FOR MULCH	2 TONS / ACRE (EST)	MARCH 1 TO SEPTEMBER 1	2 TONS / ACRE (EST)	SEPTEMBER 1 TO MARCH 1	THE ENGINEER WILL DESIGNATE THE RATES OF APPLICABLE (SEE SUBSECTION 215—03.3)
216—A001	SOLID SODDING	PER SQ. YD.	MARCH 1 TO SEPTEMBER 1	PER SQ. YD.	SEPTEMBER 1 TO MARCH 1	SOLID SOD REQUIRED ON AREAS SPECIFIED IN THE CONTRACT OR BY THE ENGINEER
219—A001	WATERING	20 GAL / S.Y. (EST)	MARCH 1 TO SEPTEMBER 1	20 GAL. / S.Y. (EST)	SEPTEMBER 1 TO MARCH 1	TO BE USED AS DIRECTED IN THE PLANTING AND ESTABLISHING OF SOLID SOD
220—A001	INSECT PEST CONTROL	PER ACRE		PER ACRE		SEE SECTION 220
TEMPORARY EROSION CONTROL ITEMS						
212—A001	LIGHT GROUND PREPARATION	PER SQ. YD.		PER SQ. YD.		APPROXIMATELY HALF SQ.YD. STANDARD GROUND PREPARATION
213—B001	COMBINATION FERTILIZER (13—13—13)	0.25 TONS/ ACRE		0.25 TONS/ ACRE		QUANTITY BASED ON LIGHT GROUND PREPARATION
214—A013	SEEDING (BROWN TOP MILLET)	20 LBS / ACRE	APRIL 1 TO AUGUST 31			QUANTITY BASED ON LIGHT GROUND PREPARATION
214—A017	SEEDING (RYE GRASS)			25 LBS / ACRE	SEPTEMBER 1 TO MARCH 31	QUANTITY BASED ON LIGHT GROUND PREPARATION
214—A015	SEEDING (OATS)			90 LBS / ACRE	SEPTEMBER 1 TO DECEMBER 15	QUANTITY BASED ON LIGHT GROUND PREPARATION
215—A001	VEGETATIVE MATERIAL FOR MULCH	1 TON / ACRE (EST)		1 TON / ACRE (EST)		QUANTITY BASED ON LIGHT GROUND PREPARATION

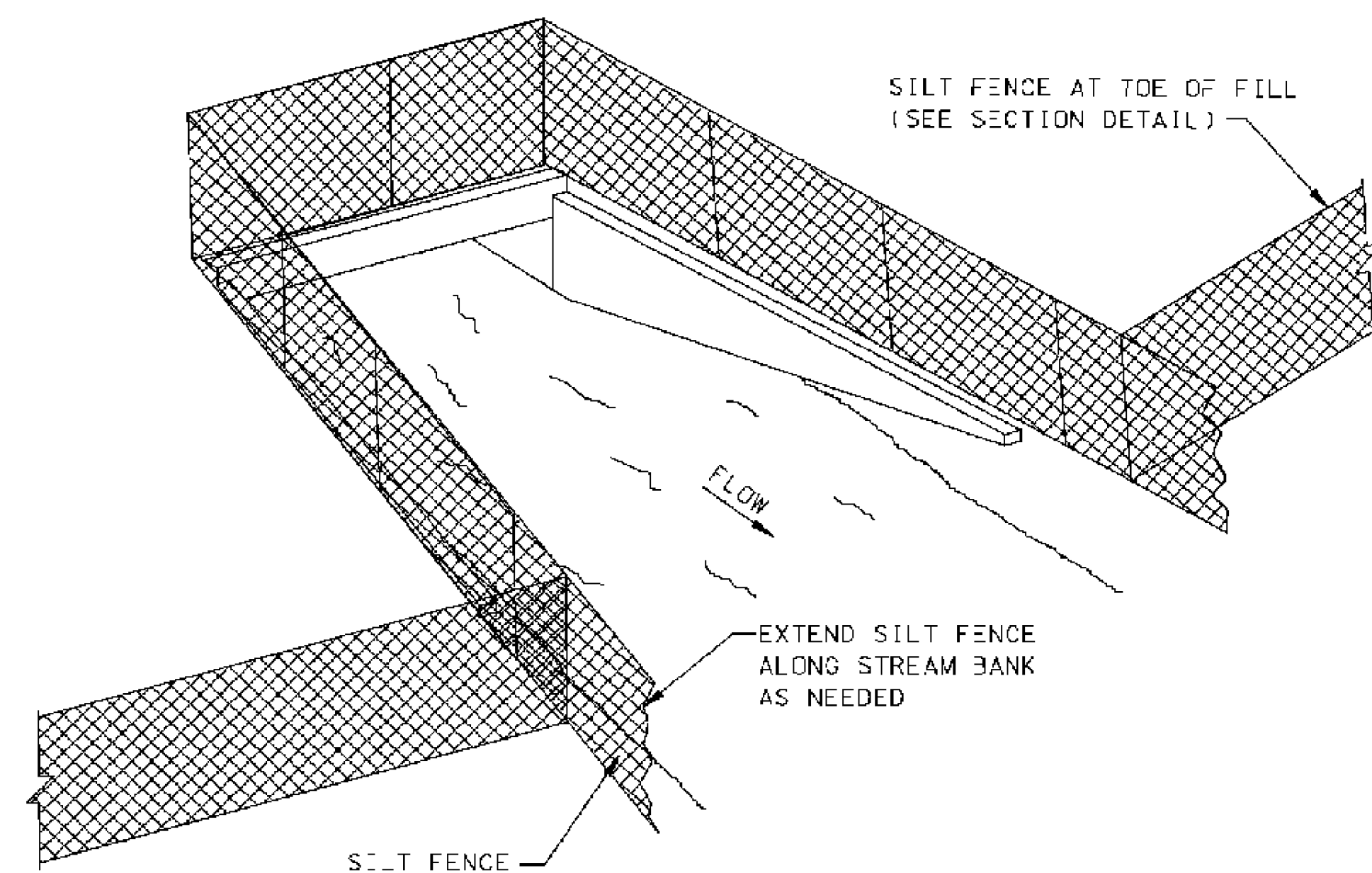
- ## TEMPORARY EROSION CONTROL ITEMS REQUIRED FOR DETOURS

<u>ITEM</u>	<u>RATE</u>	<u>SEASONAL LIMITATIONS</u>
STANDARD GROUND PREPARATION	---	---
COMBINATION FERTILIZER (13-13-13)	500 LBS/ACRE	---
SEEDING (BERMUDA GRASS)	10 LBS/ACRE	---
SEEDING (TALL FESCUE)	20 LBS/ACRE	AUGUST 15 TO MARCH 15
VEGETATIVE MATERIAL FOR MULCH	20 LBS/ACRE	---

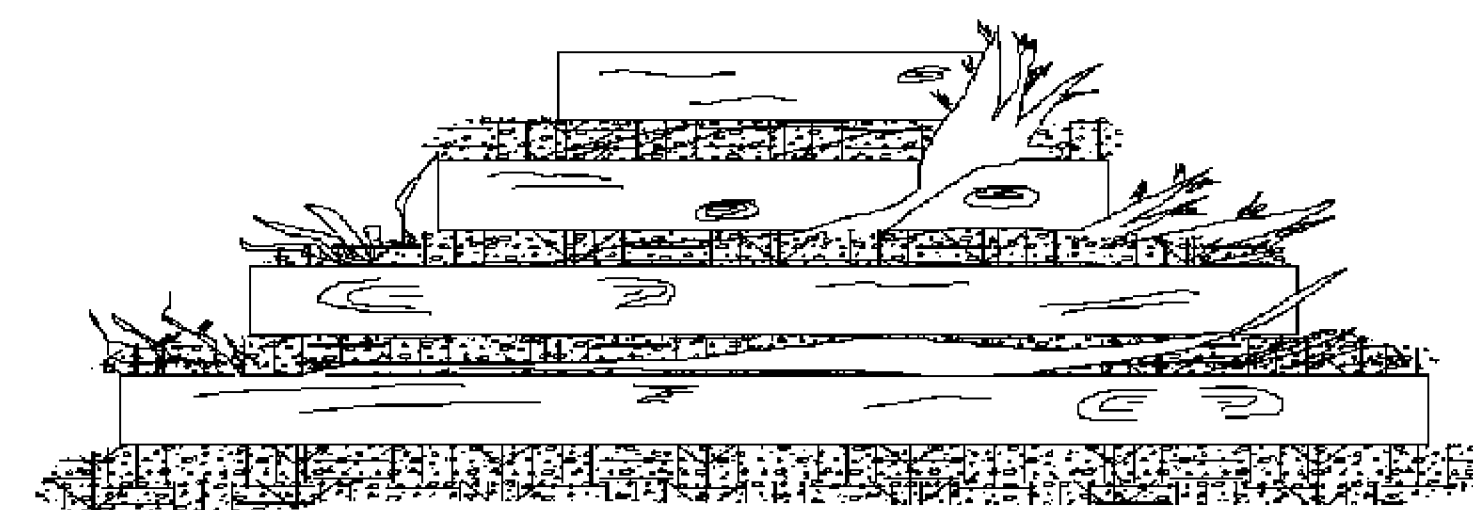
- NOTES:
1. "J-HOOK" CONFIGURATION SILT FENCE APPLICATIONS ARE TO BE USED IN CONJUNCTION WITH PERIMETER SILT FENCE WHEN STORMWATER RUNOFF IS IN TWO DIRECTIONS (DOWN A FILL SLOPE AND DOWN GRADIENT ALONG THE RIGHT-OF-WAY).
 2. "SMILE CONFIGURATION" APPLICATIONS ARE TO BE USED AS PERIMETER SILT FENCE WHEN THERE IS ONE-DIRECTIONAL FLOW DOWN A SLOPE.
 3. SAND BAGS CAN BE USED AS DIVERSION BERMS TO PREVENT SEDIMENT FROM BEING WASHED ONTO OR ACROSS HARD SURFACES, OR TO HELP SLOW SHEET FLOW VELOCITY WHEN DRAINING AWAY FROM HARD SURFACES.
 4. FOR SHORTER SLOPES AND/OR SLOPES THAT ARE LESS STEEP, DIVERSION BERMS CAN BE USED TO SAFELY CONVEY STORMWATER AWAY FROM OR AROUND A DENUDED AREA. THEY CAN BE CONSTRUCTED USING A MANUFACTURED SILT DIKE OR BY CONSTRUCTING A TEMPORARY EARTH BERM AND TRENCH WITH GEOTEXTILE OR POLYETHYLENE SHEETING PROTECTION.
 5. TEMPORARY DEWATERING STRUCTURES CAN BE USED DURING CULVERT CONSTRUCTION, STREAM DIVERSIONS, OR OTHER CONSTRUCTION ACTIVITIES WHERE TURBID WATERS NEED TO BE CLARIFIED BEFORE RELEASE.
 6. THE ABUTMENT SLOPE TOE BERM SHALL BE 3 FEET TALL. THE BERM MAY BE CONSTRUCTED WITH ROCK IN ACCORDANCE WITH REQUIREMENTS FOR ROCK DITCH CHECKS ON ECD-8 OR WITH SOIL IN ACCORDANCE WITH TEC-2 IF BERM IS USED, IT MUST BE GRASSED.



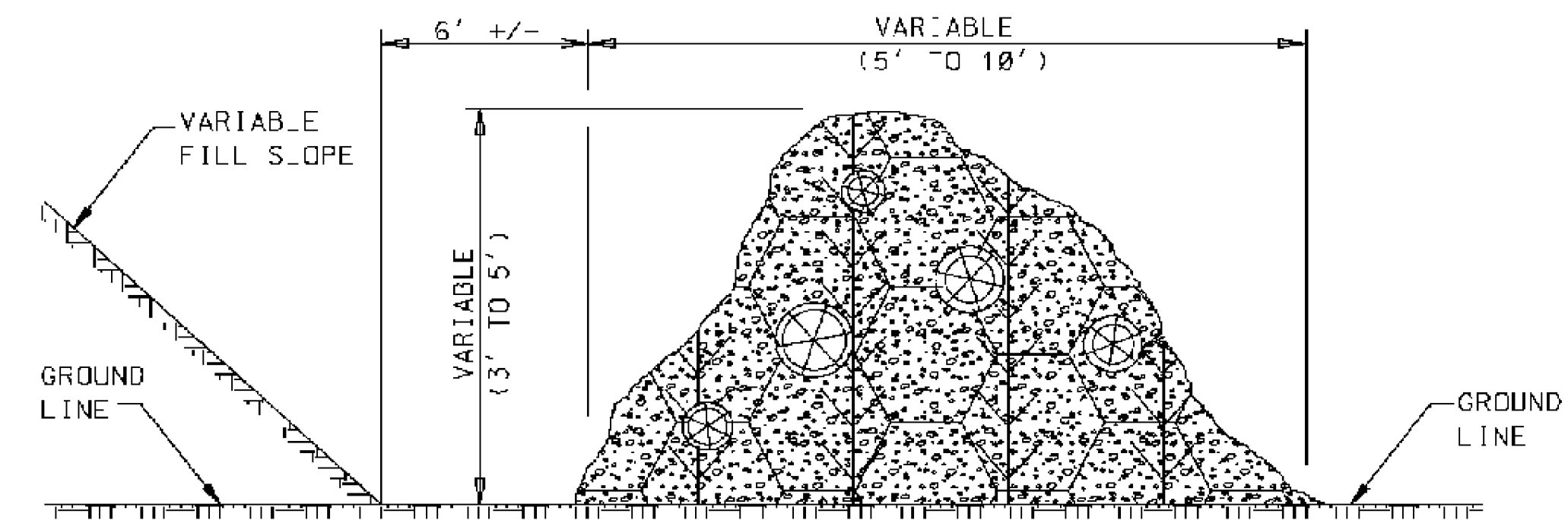
MISSISSIPPI DEPARTMENT OF TRANSPORTATION			
TYPICAL TEMPORARY EROSION/ SEDIMENT CONTROL APPLICATIONS			
DATE	BY	REVISION	WORKING NUMBER
			ECD-1
FILENAME: EROSION CONTROL\ECD-1.DGN		SHEET NUMBER	
DESIGN TEAM	CHECKED	DATE	27



SEDIMENT BARRIER AT CROSS DRAIN



FRONT ELEVATION



SIDE ELEVATION

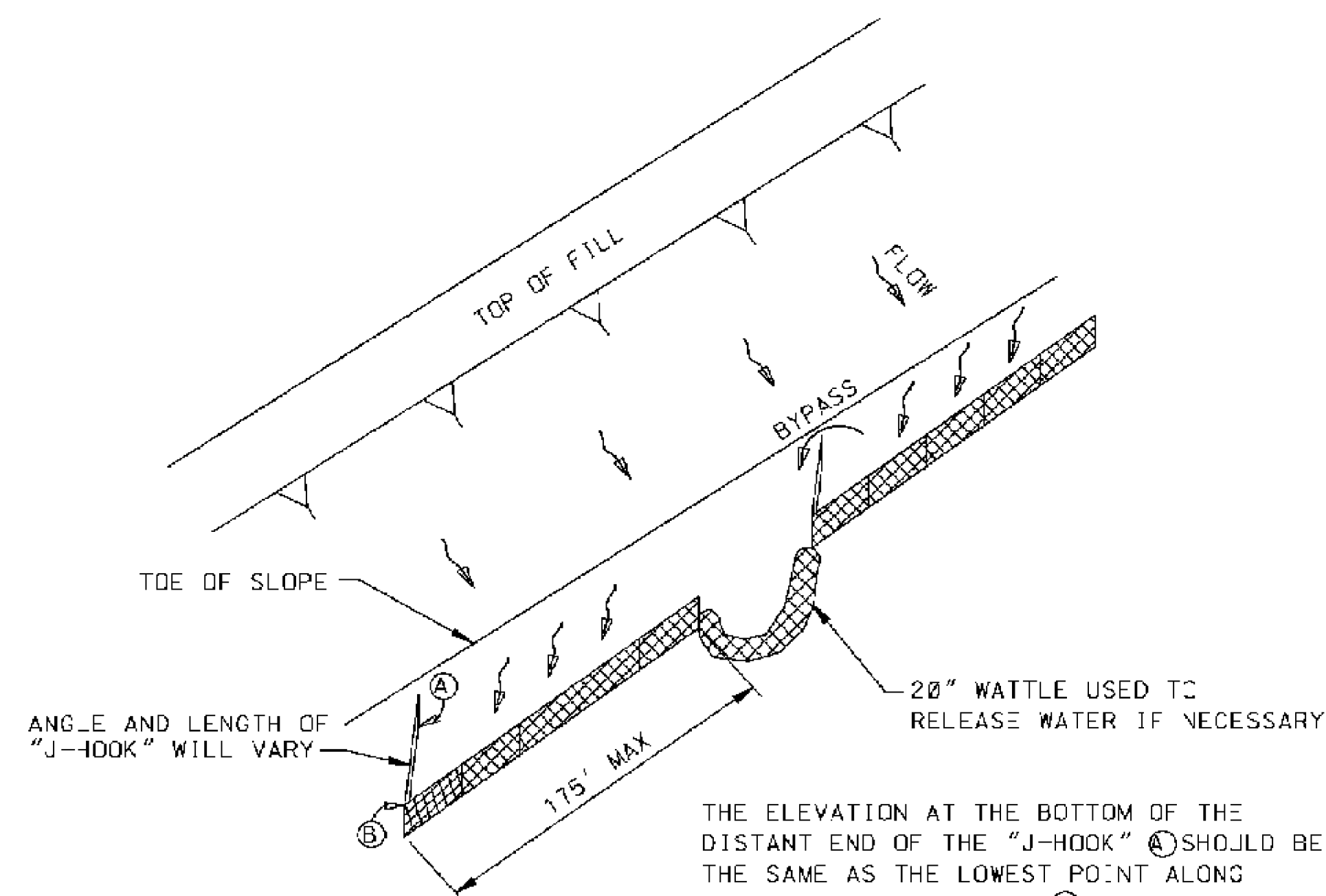
TEMPORARY BRUSH BARRIER

NOTES:

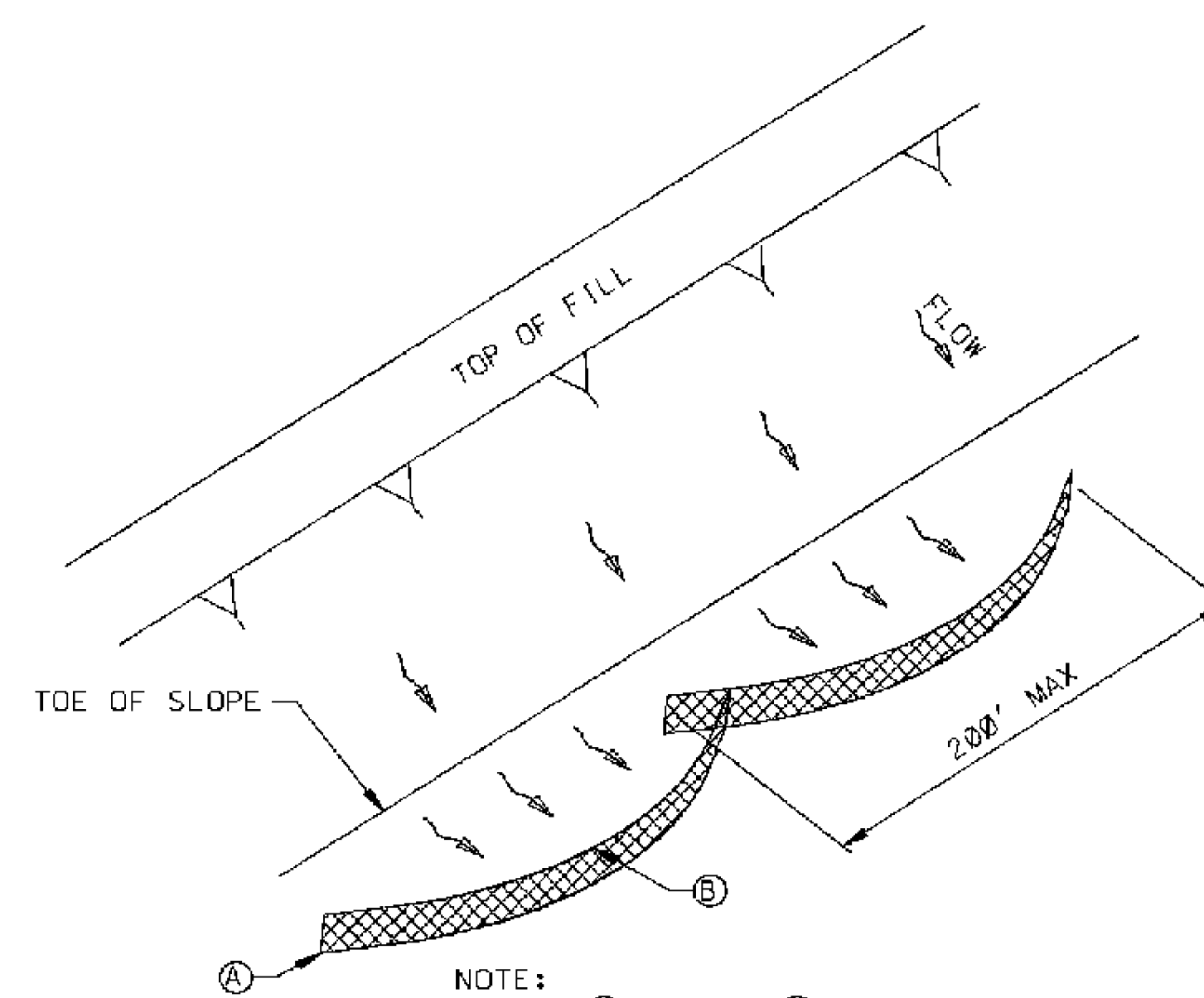
1. BRUSH BARRIER MAY BE USED WHERE NATURAL GROUND IS LEVEL OR SLOPING AWAY FROM PROJECT.
2. PLACE BRUSH, LOG AND TREE LAPS APPROXIMATELY PARALLEL TO TOE OF FILL SLOPE WITH SOME OF THE HEAVIER MATERIALS BEING PLACED ON TOP TO PROPERLY SECURE THE BARRIER AS DETAILED AT LOCATIONS SHOWN ON PLANS OR AS DIRECTED OR PERMITTED BY THE ENGINEER.
3. TO ALLOW WATER TO SEEP THROUGH BRUSH BARRIER, INTERMINGLE THE BRUSH, LOG AND TREE LAPS SO AS NOT TO FORM A SOLID DAM.
4. THE BRUSH BARRIER MAY BE CHOKED WITH FILTER FABRIC.
5. TEMPORARY BRUSH BARRIER WILL NOT BE MEASURED FOR SEPERATE PAYMENT

NOTE:

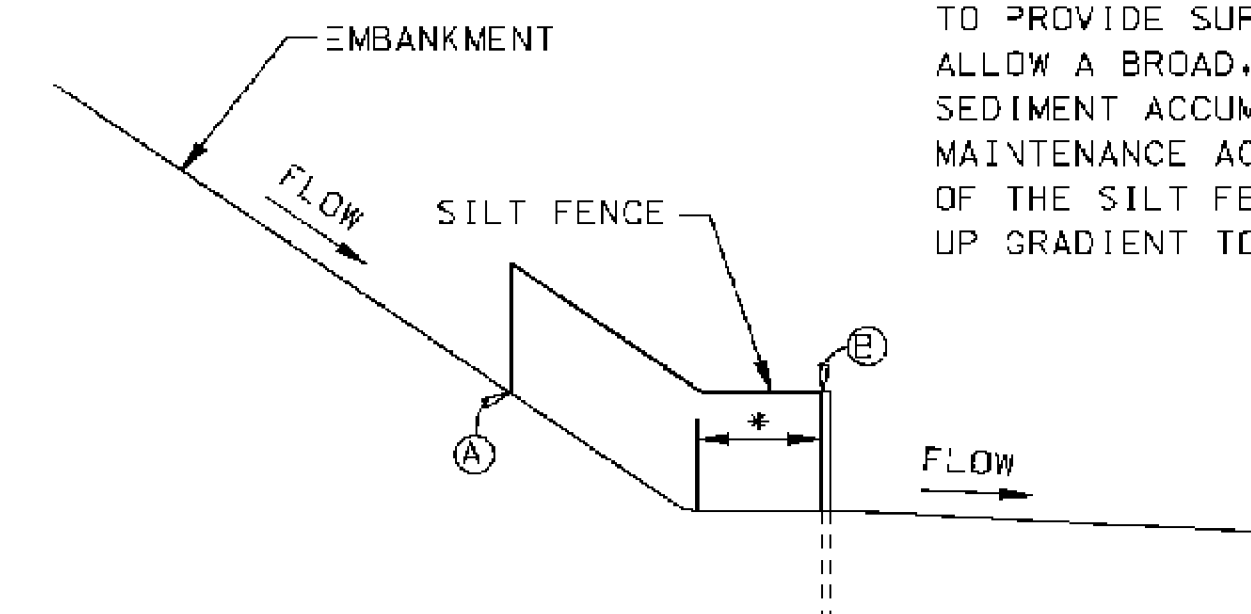
1. ANCHOR AND INSTALL SILT FENCE PER DETAILS SHOWN ON ECD-3



"J-HOOK" SILT FENCE APPLICATION



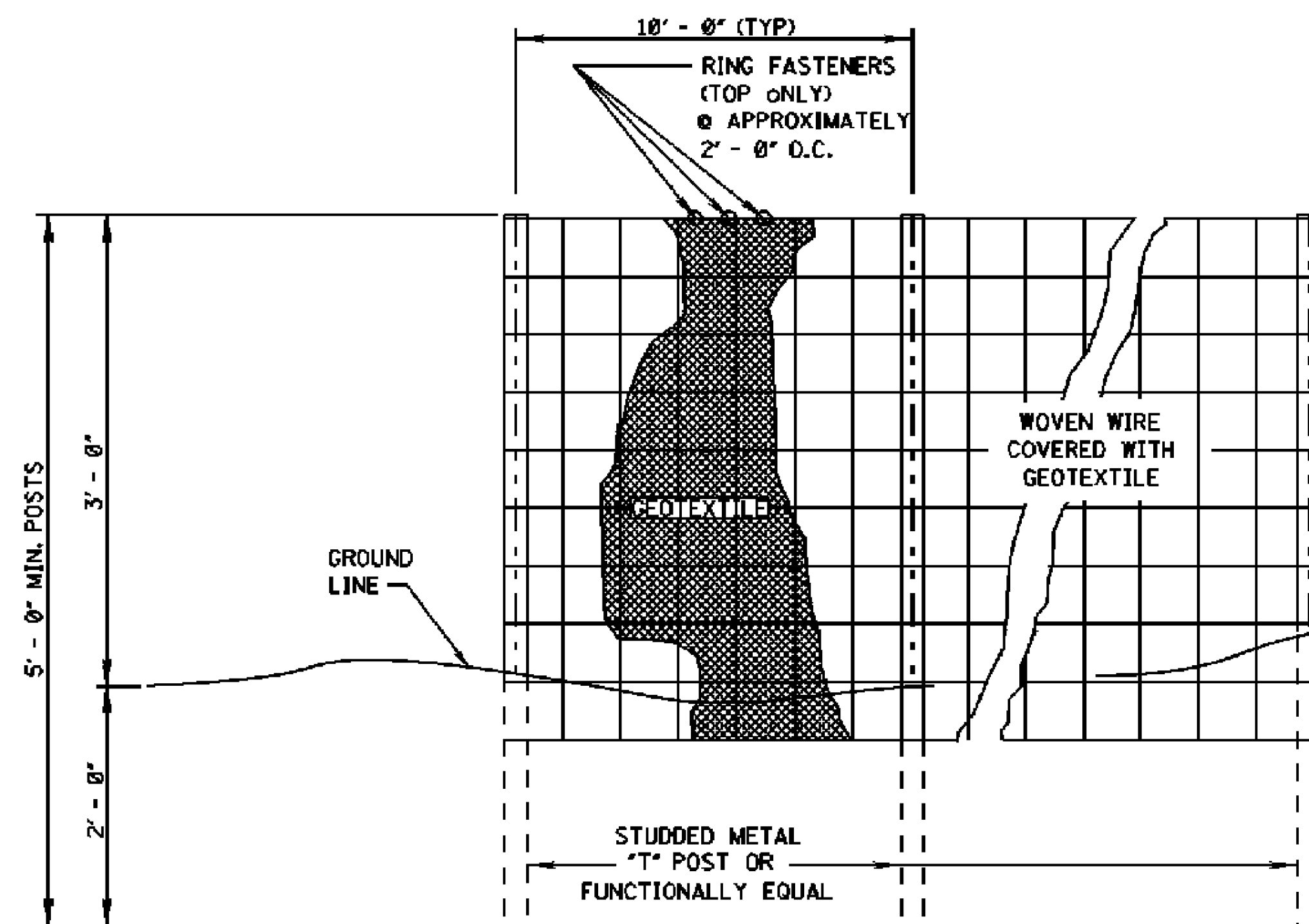
"SMILE-CONFIGURATION" SILT FENCE APPLICATION



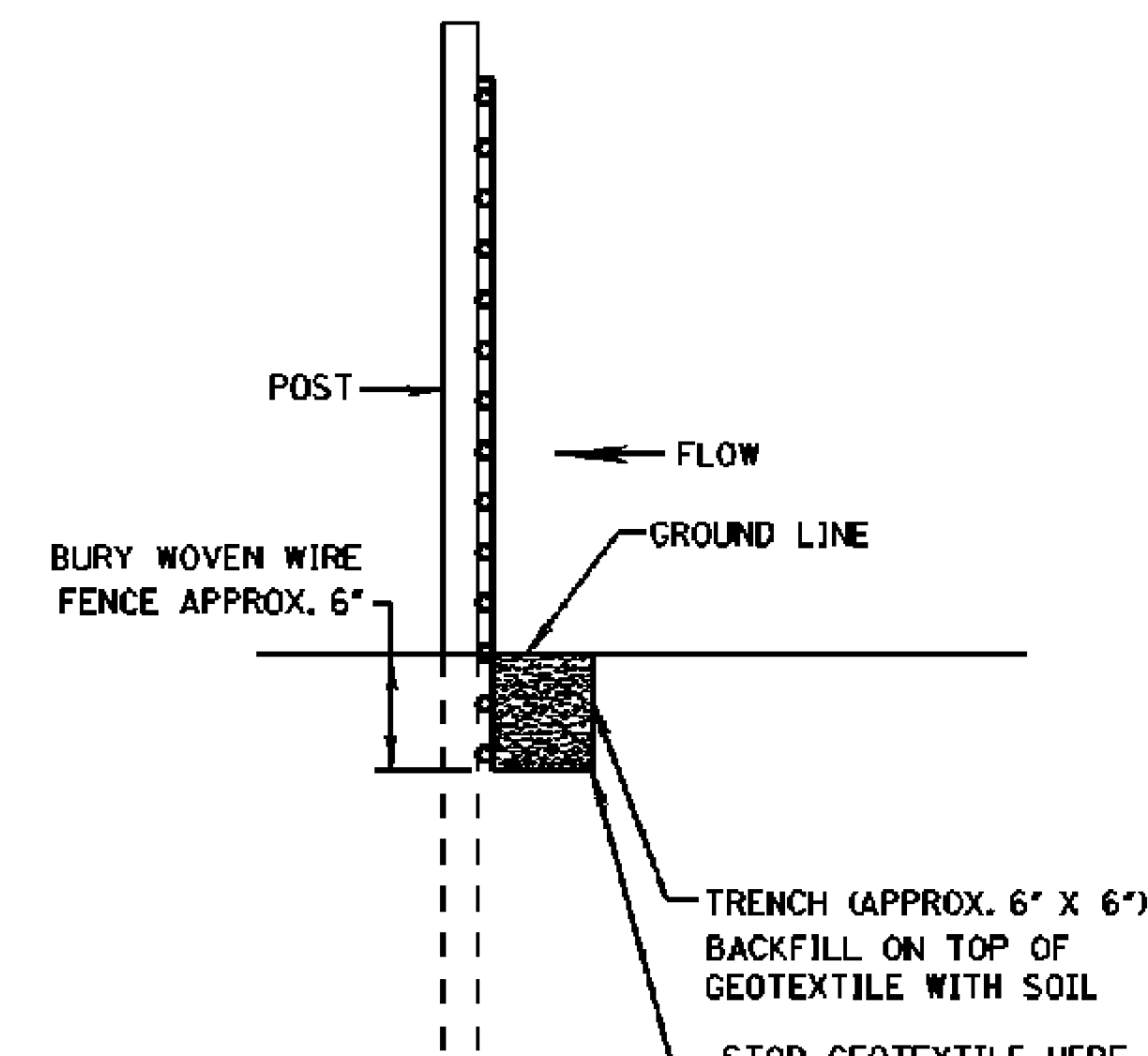
SILT FENCE SECTION AT TOE OF FILL

- * SILT FENCE SHOULD BE LOCATED AWAY FROM THE TOE OF THE SLOPE TO PROVIDE SUFFICIENT SPACE TO ALLOW A BROAD, FLAT AREA FOR SEDIMENT ACCUMULATION AND MAINTENANCE ACTIVITIES. THE ENDS OF THE SILT FENCE SHOULD BE TURNED UP GRADIENT TO MAXIMIZE STORAGE.

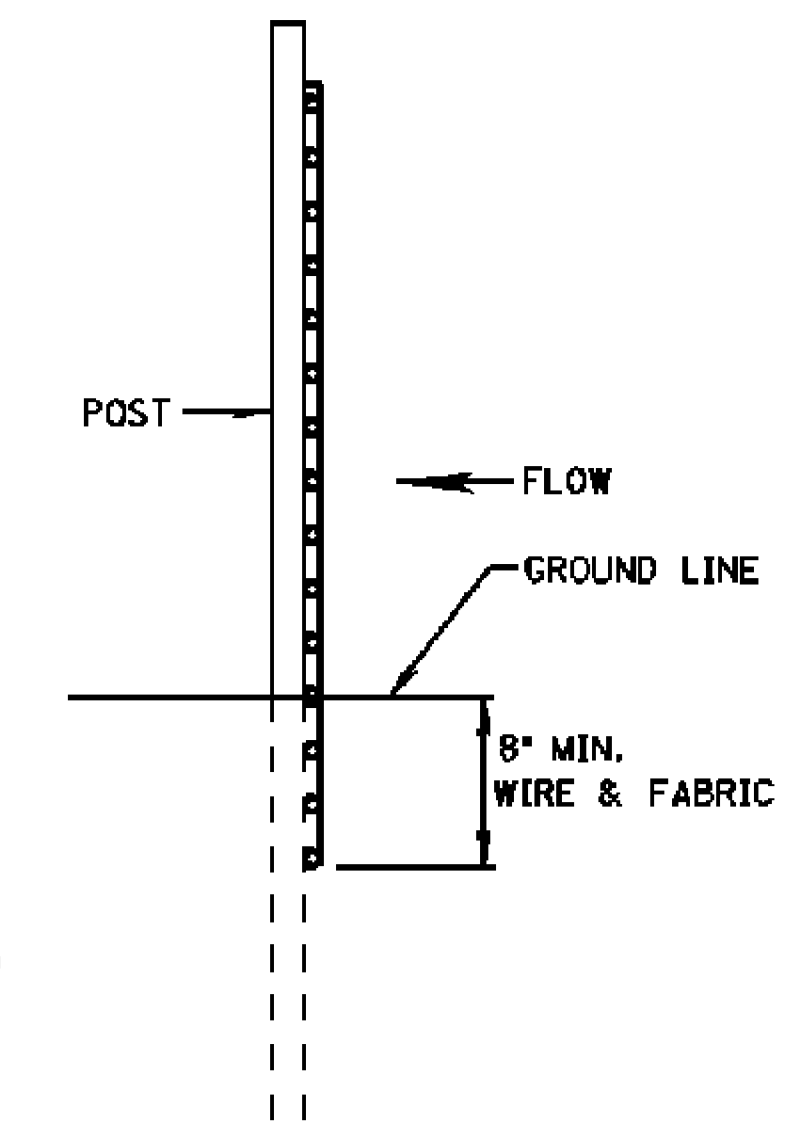
		MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
		DETAILS OF SEDIMENT BARRIER APPLICATIONS	
DATE	DESIGN TEAM	CHECKED	DATE
FILENAME: EROSION CONTROL\ECD-2.DGN			
WORKING NUMBER	ECD-2	SHEET NUMBER	28



ELEVATION VIEW



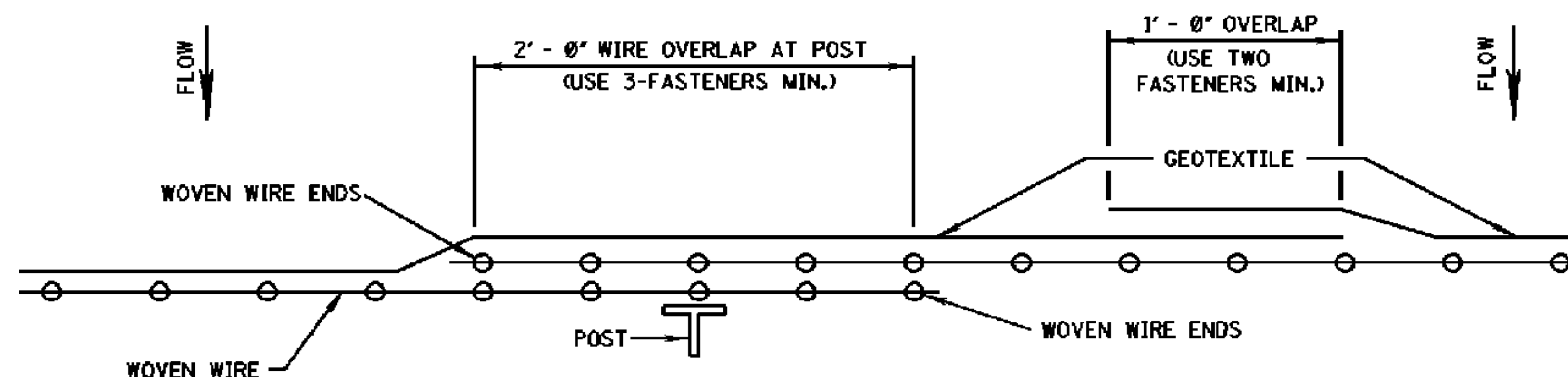
METHOD I



METHOD II
MECHANICAL INSTALLATION

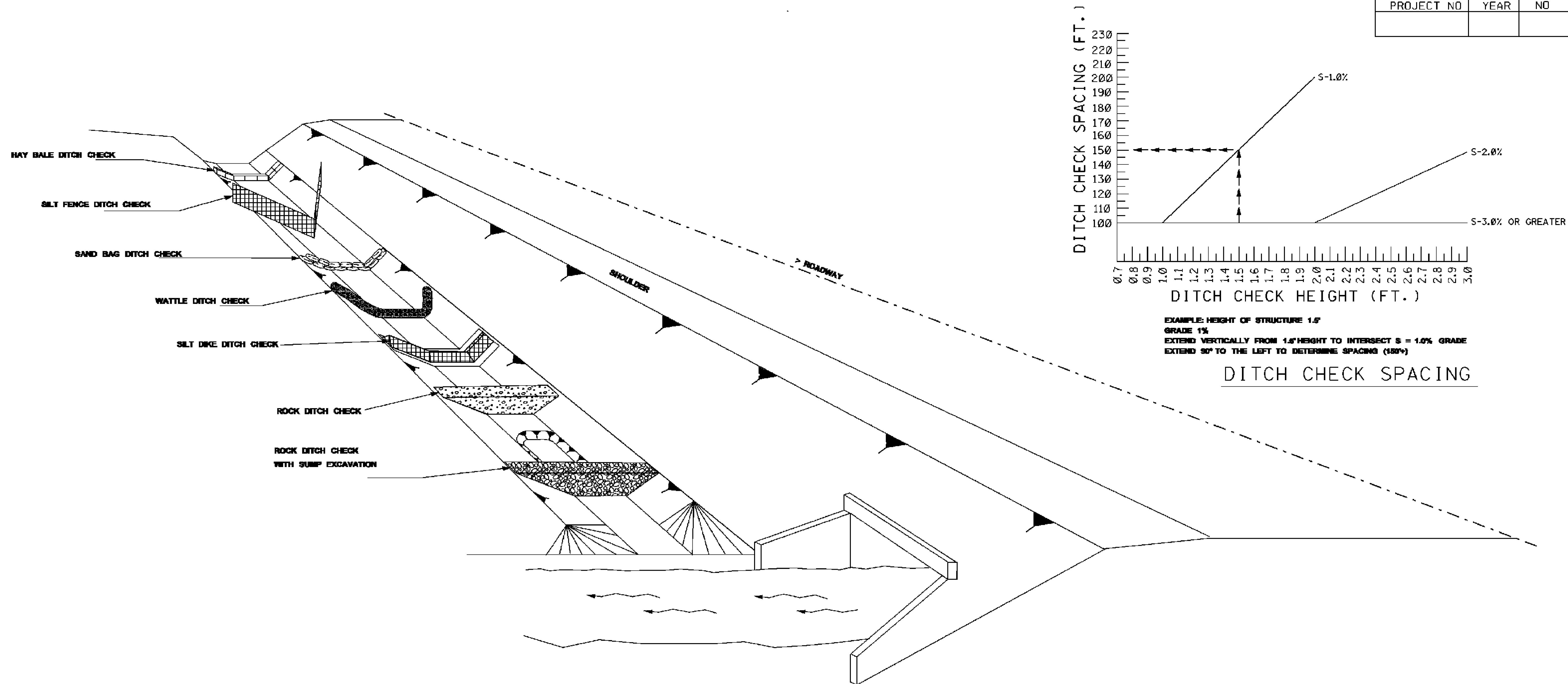
SIDE VIEW

- NOTES:
1. SILT FENCES SHALL BE USED IN AREAS WHERE FLOW IS NOT SEVERE.
 2. SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHALL BE ERECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STREAMS AND CHANNELS.
 3. SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR A BACK-UP FENCE IF FIRST FENCE BECOMES FULL.
 4. WHEREVER POSSIBLE SILT FENCE SHALL BE CONSTRUCTED ACROSS A LEVEL AREA IN THE SHAPE OF A SMILE. THIS AIDS IN PONDING OF RUNOFF AND FACILITATES SEDIMENTATION.
 5. THE CONTRACTOR MAY ELECT TO USE EITHER METHOD I OR METHOD II. COST TO BE LINEAR FEET OF SILT FENCE.
 6. METHOD II INSTALLATION SHALL BE ACCOMPLISHED USING AN IMPLEMENT THAT IS MANUFACTURED FOR THE APPLICATION AND PROVIDES A CONFIGURATION MEETING THE REQUIREMENTS OF THE DETAIL.
 7. WIRE SHALL BE MINIMUM OF 32" IN WIDTH AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
 8. GEOTEXTILE FABRIC MEETING THE TYPE II MATERIAL REQUIREMENTS AND INSTALLED ACCORDING TO SPECIFICATION MAY BE USED WITHOUT WIRE FENCE,



PLAN VIEW
REQUIRED LAPPING

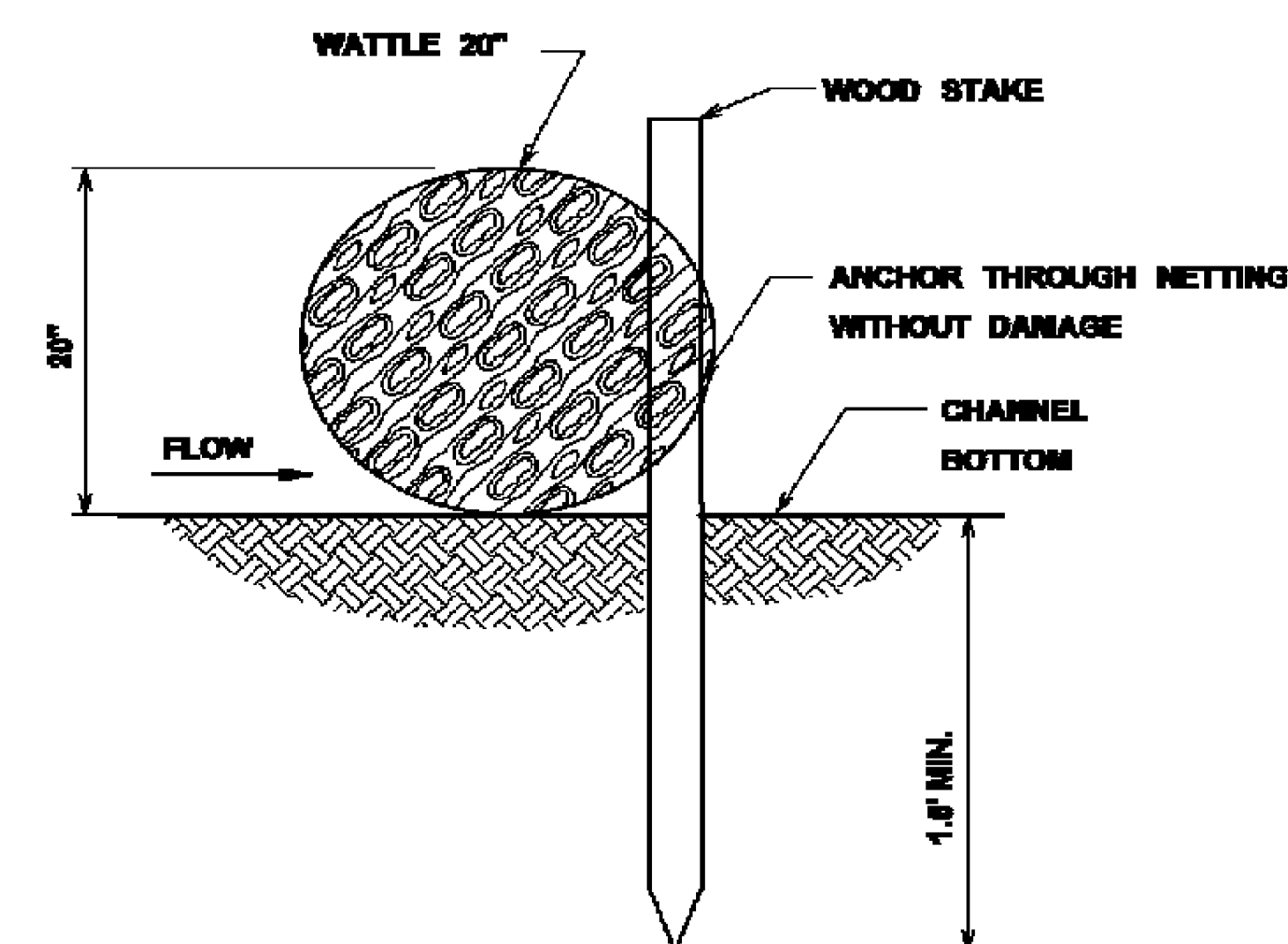
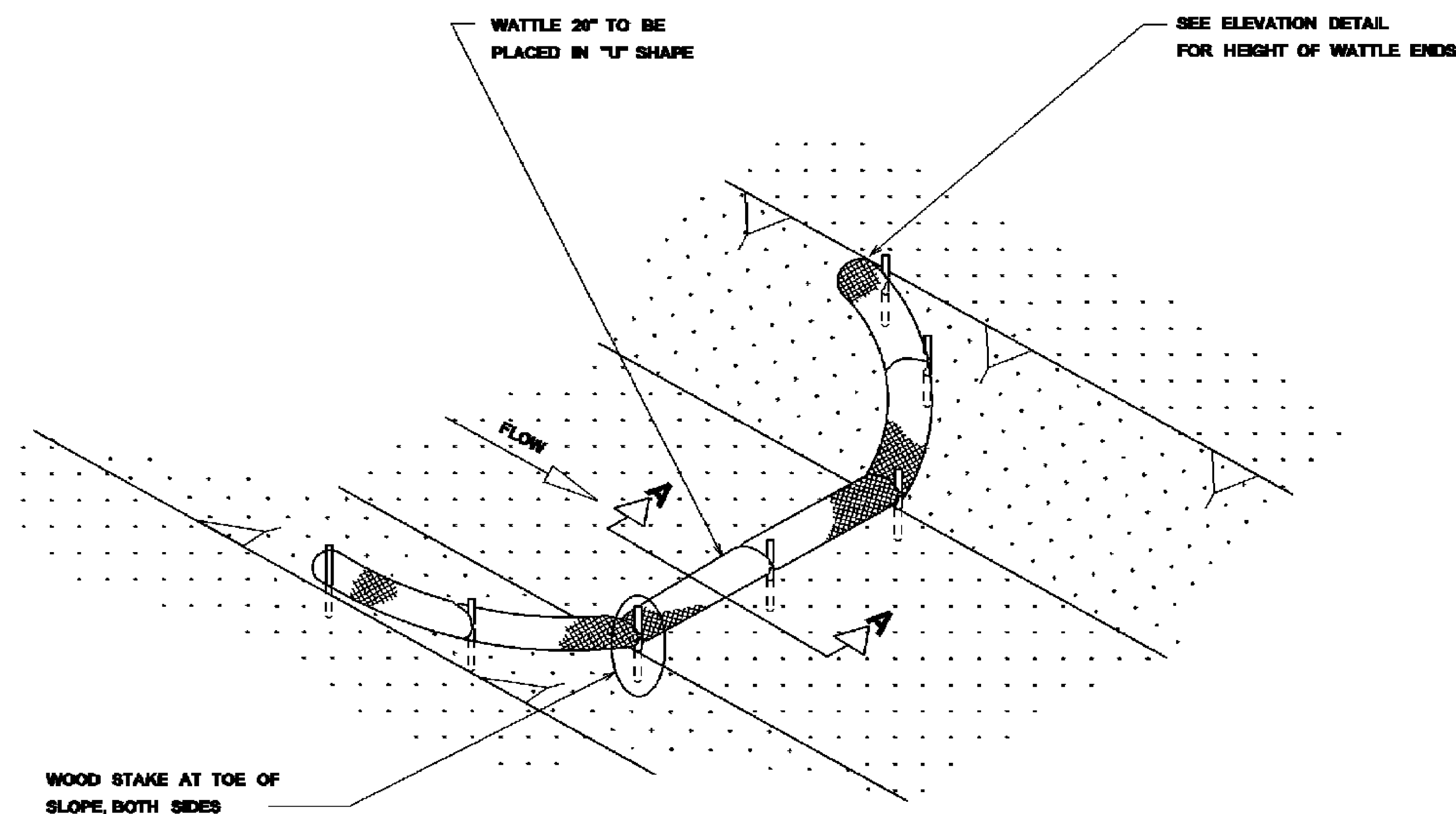
MISSISSIPPI DEPARTMENT OF TRANSPORTATION			
DETAILS OF SILT FENCE INSTALLATION			
DATE	DESIGN TEAM	CHECKED	DATE
BY	REVISION	WORKING NUMBER	
		ECD-3	
		SHEET NUMBER	
		29	



NOTES:

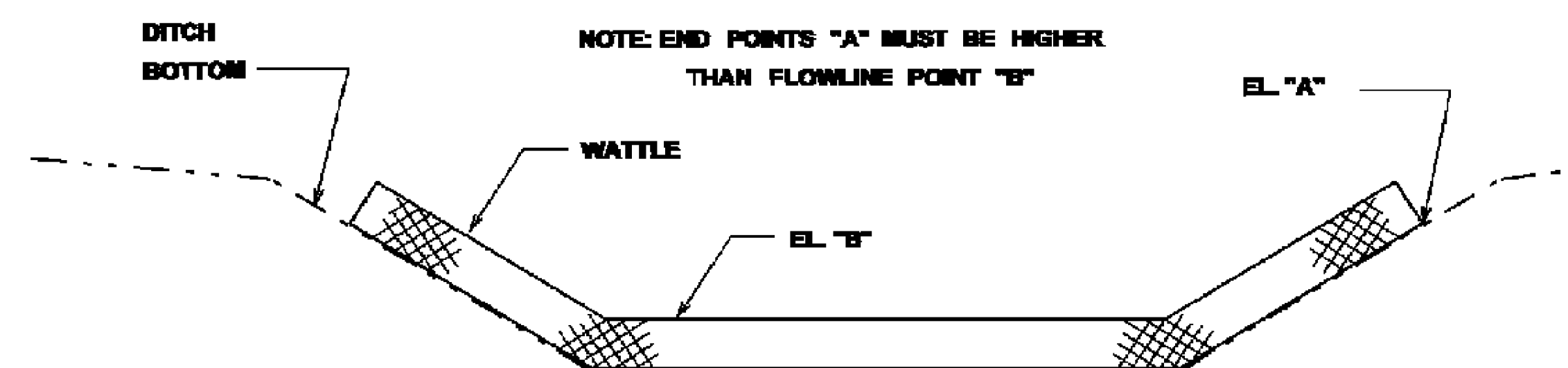
1. THE DITCH CHECK PERSPECTIVE ILLUSTRATES A TOOL BOX OF TEMPORARY PRACTICES THAT MAY BE USED. DITCH CHECKS ARE INSTALLED TO CONTROL RUNOFF VELOCITY AND THUS REDUCE EROSION AND PROVIDE FOR TRAPPING OF SEDIMENTS.
2. SELECTION OF THE APPROPRIATE DITCH CHECK SHOULD BE A FUNCTION OF CONSTRUCTION PHASE, DRAINAGE AREA, DITCH GRADIENT, SOIL TYPE ECONOMY AND SAFETY.
3. DITCH CHECKS CAN BE REMOVED FOR MAINTENANCE AND/OR REPLACEMENT BUT MUST REMAIN IN PLACE UNTIL UPSLOPE AREAS HAVE BEEN PERMANENTLY STABILIZED. MAINTENANCE INCLUDES REMOVAL OF SEDIMENT BEGINNING WHEN SEDIMENT ACCUMULATION REACHES 1/3 THE CAPACITY OR HEIGHT OF THE STRUCTURE AND NEVER ALLOWING FOR SEDIMENT TO ACCUMULATE MORE THAN 1/2 THE VOLUME OR HEIGHT OF THE DITCH CHECK STRUCTURE.
4. HAY BALES ARE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
5. SILTY FENCE DITCH CHECKS ARE USED WHERE IT HAS BEEN DETERMINED THAT HAY BALE CHECKS ARE INADEQUATE. SILTY FENCE DITCH CHECKS ARE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
6. SAND BAG DITCH CHECKS ARE USED FOR VELOCITY REDUCTION AND MINIMAL SEDIMENT TRAPPING IN CONCRETE PAVED DITCHES OR IN DITCHES THAT HAVE ROCKY BOTTOMS.
7. WATTLE DITCH CHECKS ARE APPROPRIATE FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.
8. SILTY DIKES CAN BE USED IN DITCHES WITH CONCENTRATED FLOWS WITHIN THE CLEAR ZONE WHERE RIPRAP CAN NOT BE USED AS CONSTRUCTION PROGRESSES.
9. ROCK DITCH CHECK WITH SUMP EXCAVATION CAN BE PLACED IN DITCHES TO ASSURE ON-SITE SEDIMENT TRAPPING REQUIREMENTS ARE MET. DITCH CHECK WITH SUMP EXCAVATION IS USED WHEN DITCHES RECEIVE DRAINAGE FROM CUT OR FILL SLOPES OR OTHER CRITICAL AREAS WHERE SOIL EROSION IS EXPECTED. DRAINAGE AREA FOR A TEMPORARY SEDIMENT TRAP SHALL NOT EXCEED 3 ACRES. THEY CAN BE USED IN SERIES TO INCREASE ON-SITE SEDIMENT TRAPPING EFFICIENCY.
10. IN GENERAL, DITCH CHECKS SHOULD NOT BE PLACED IN LIVE STREAMS.
11. CONFIGURATION AND SPACING MAY BE ADJUSTED IF APPROVED BY THE ENGINEER TO ACCOMMODATE TRAVELWAY SAFETY, WATER FLOW, OR SOIL AND INSTALLATION CHALLENGES.

BY		MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
REVISION		DITCH CHECK STRUCTURES, TYPICAL APPLICATIONS AND DETAILS	
DATE	DESIGN TEAM	FILENAME: EROSION CONTROL/ECD-4.DGN	WORKING NUMBER ECD-4
	CHECKED	DATE	SHEET NUMBER 30



SECTION A-A

DETAIL (DITCH CHECK)



ELEVATION DETAIL

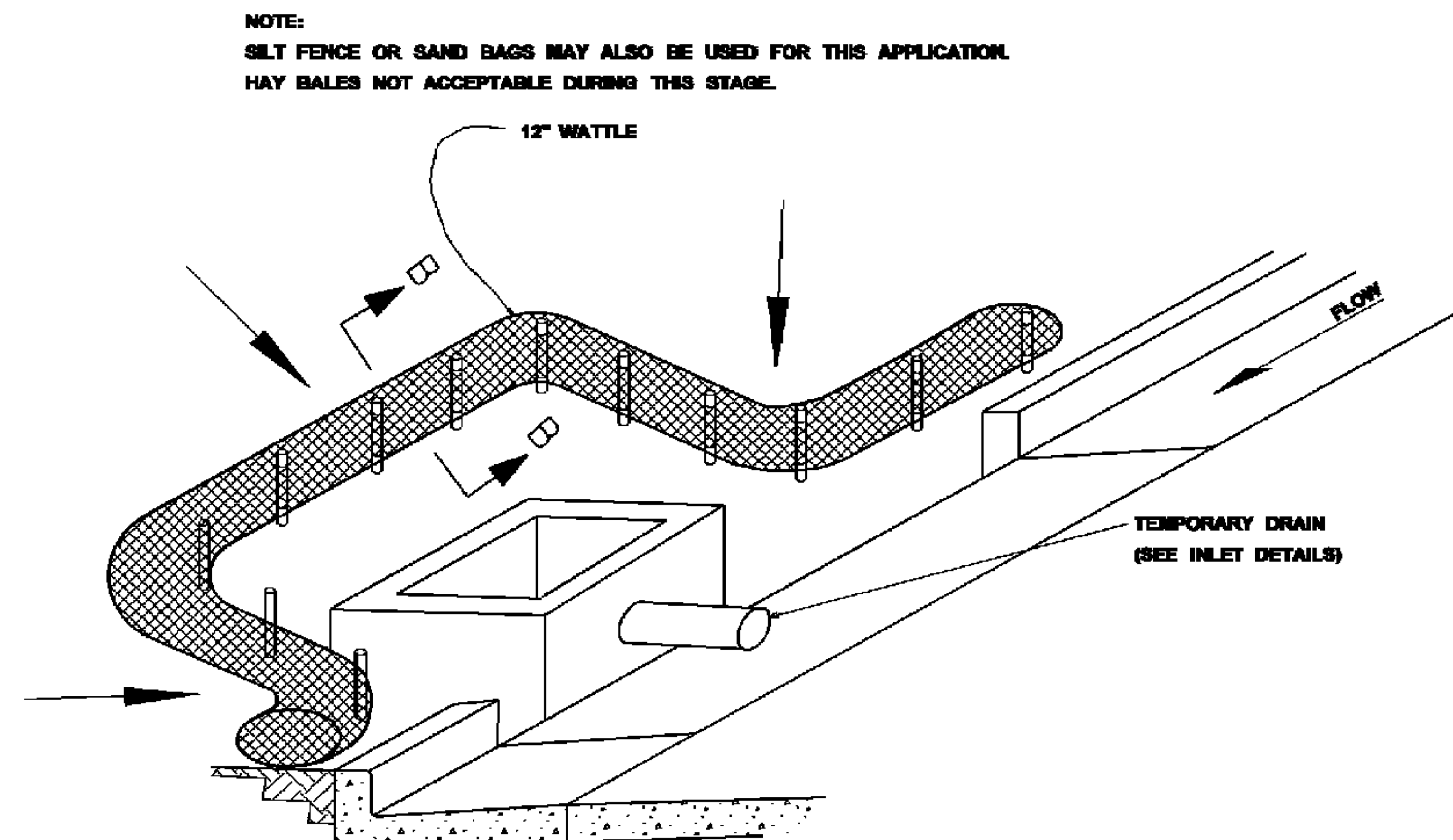
WATTLE DITCH CHECK SELECTION GUIDELINES

WATTLE DITCH CHECKS ARE APPROPRIATE FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.

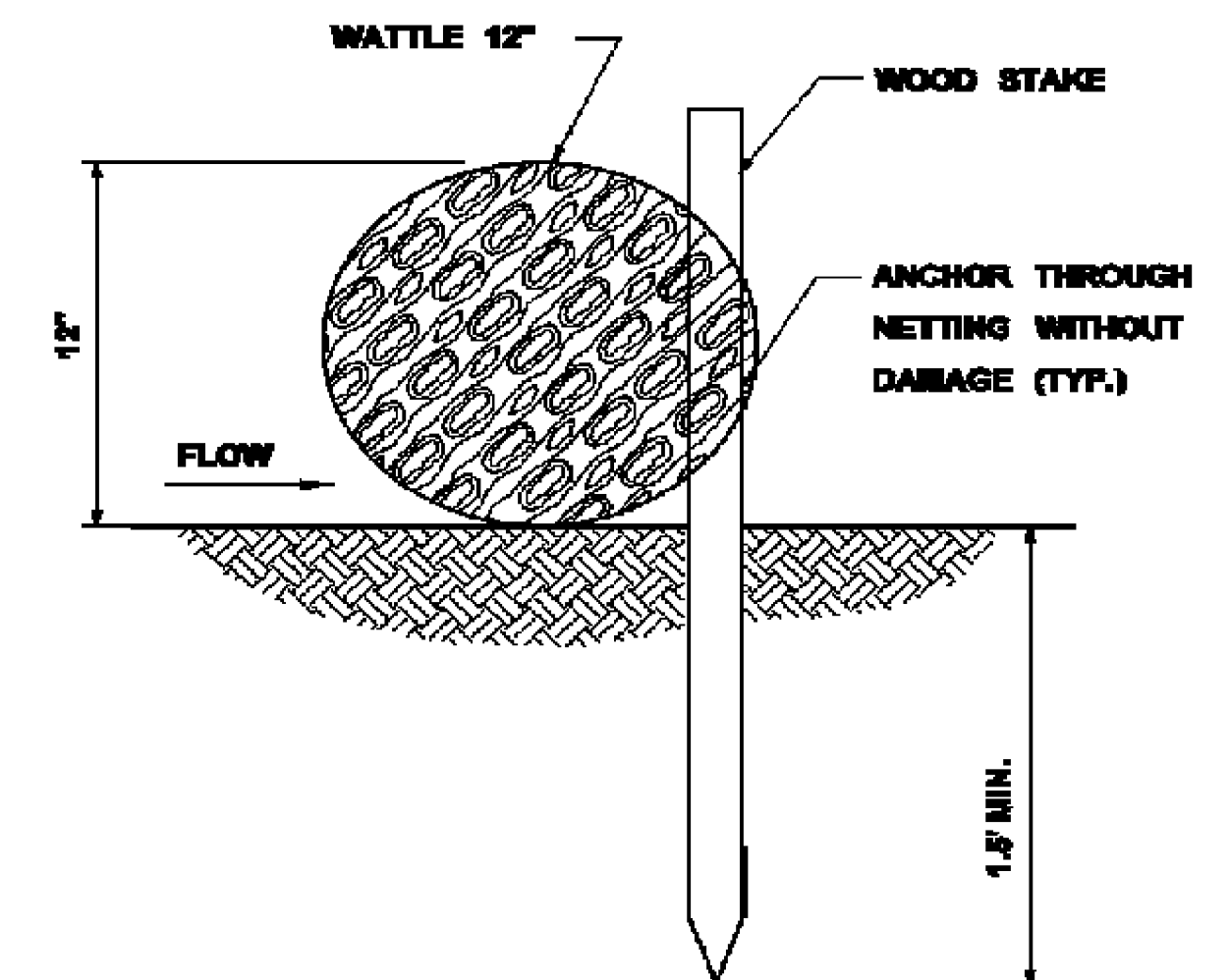
NOTES:

1. MINIMUM RECOMMENDED PLACEMENT INTERVAL BETWEEN WATTLE DITCH CHECK IS 100' UNLESS SHOWN OTHERWISE ON THE PLANS OR EROSION CONTROL PLAN APPROVED BY THE ENGINEER. SEE SPACING GUIDANCE ON ECD-4
2. ANCHORING WOOD STAKES SHALL BE SIZED, SPACED, DRIVEN, AND BE OF A MATERIAL THAT EFFECTIVELY SECURES THE CHECK. STAKE SPACING SHALL BE A MAXIMUM OF THREE FEET. ALL NON-DEGRADABLE MATERIALS SHALL BE REMOVED WHEN NO LONGER NEEDED.
3. TRENCHING OF WATTLES MAY BE NECESSARY IF PIPING BECOMES EVIDENT.
4. WATTLES SHOULD NOT BE USED IN HARD BOTTOM CHANNELS.

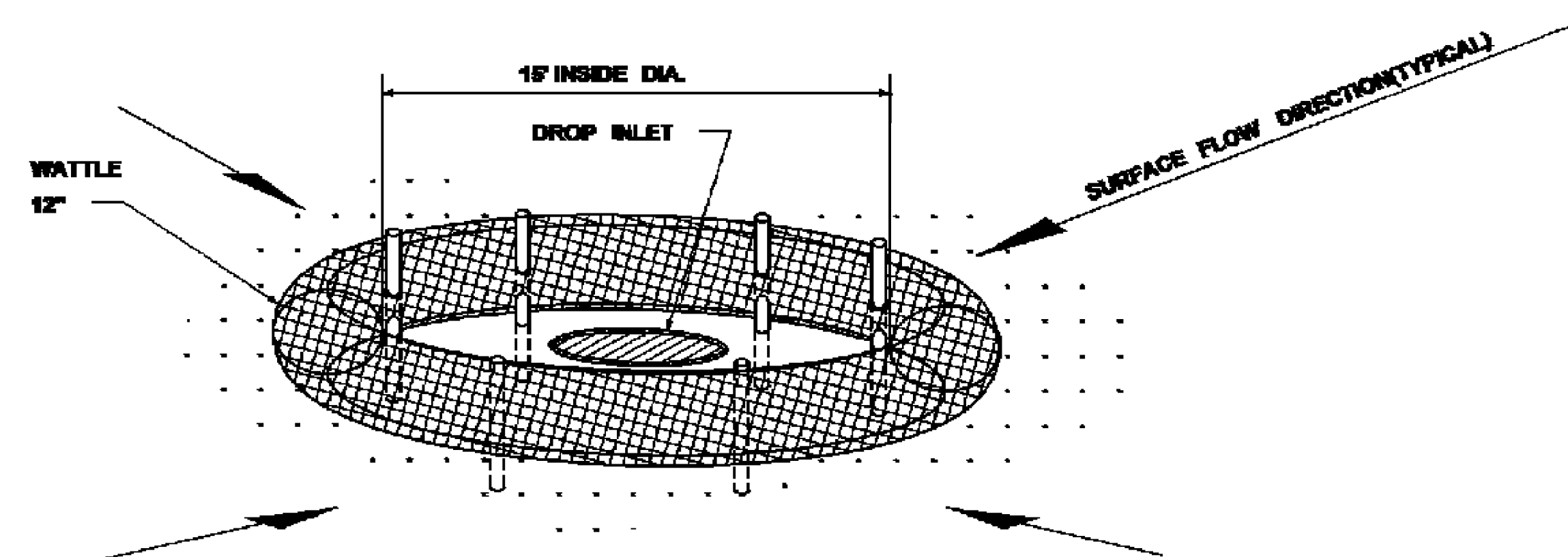
BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
	DETAILS OF EROSION CONTROL WATTLE DITCH CHECK	
REVISION		
DATE	FILENAME: EROSION CONTROL/ECD-UDGN	WORKING NUMBER ECD-6 SHEET NUMBER 31
	DESIGN TEAM	CHECKED: DATE



CURB INLET PROTECTION (STAGE 2)
SINGLE OR DOUBLE WING INLET



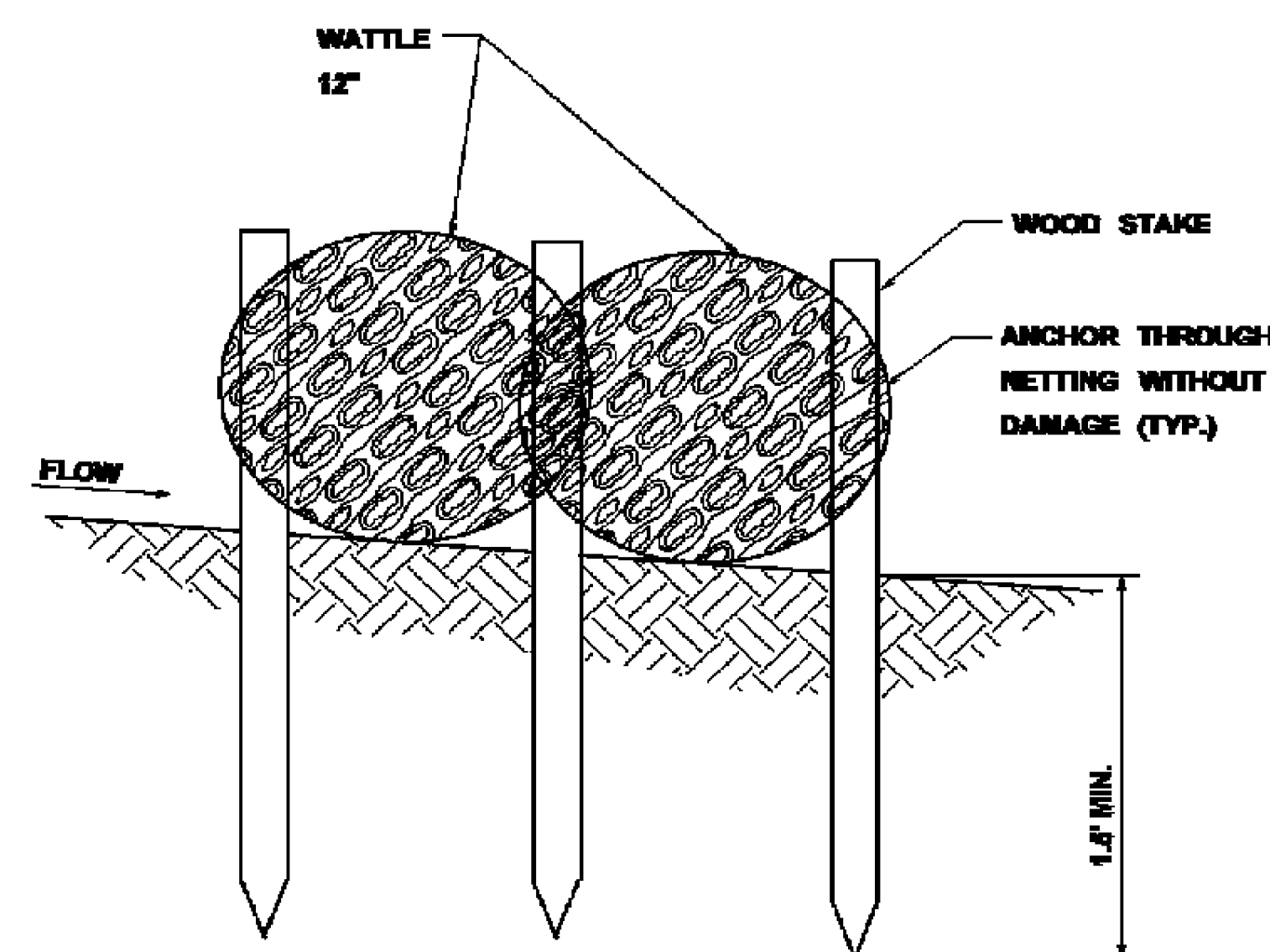
SECTION B-B



DROP INLET PROTECTION

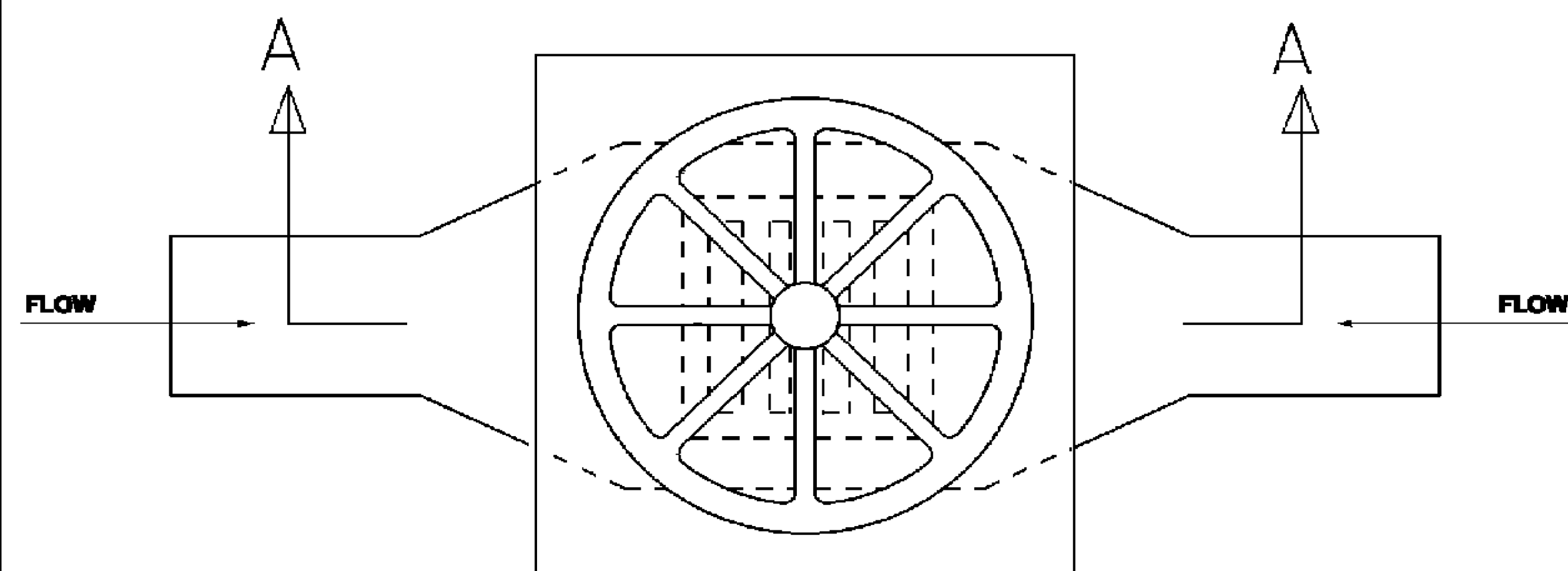
NOTES:

1. ANCHORING STAKES SHALL BE SIZED, SPACED, AND BE OF A MATERIAL THAT EFFECTIVELY SECURES THE WATTLE. STAKE SPACING SHALL BE A MAXIMUM OF THREE FEET.
2. OVERLAP ENDS OF WATTLES PER MANUFACTURERS RECOMMENDATIONS (1" MIN., 3" MAX.).
3. TRENCHING OF WATTLES MAY BE NECESSARY IF PIPING BECOMES EVIDENT.



SECTION A-A

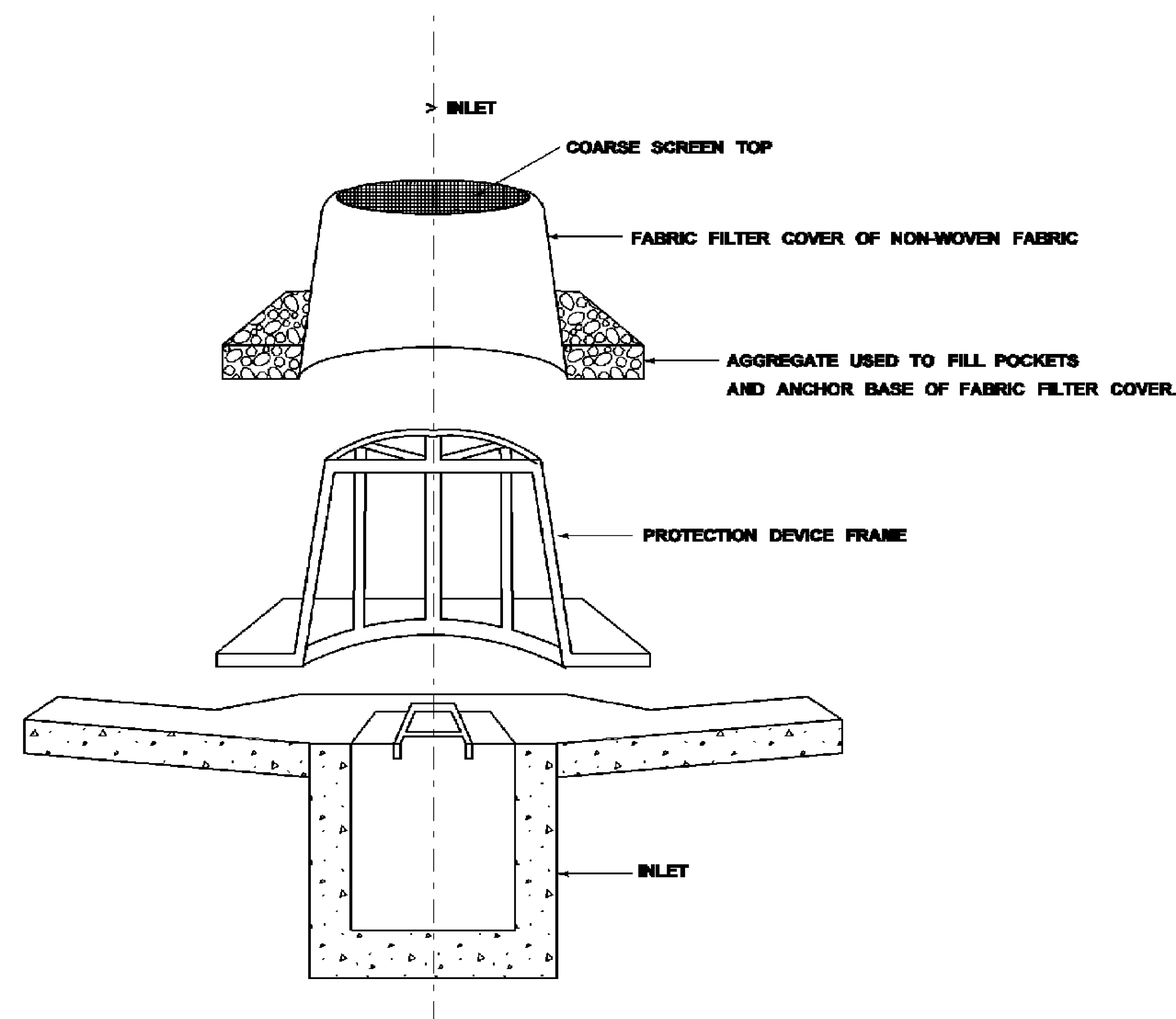
MISSISSIPPI DEPARTMENT OF TRANSPORTATION				WORKING NUMBER	
INLET PROTECTION DETAILS OF WATTLES				ECD-12	
DATE	DESIGN TEAM	CHECKED	DATE	SHEET NUMBER	
				32	



PLAN

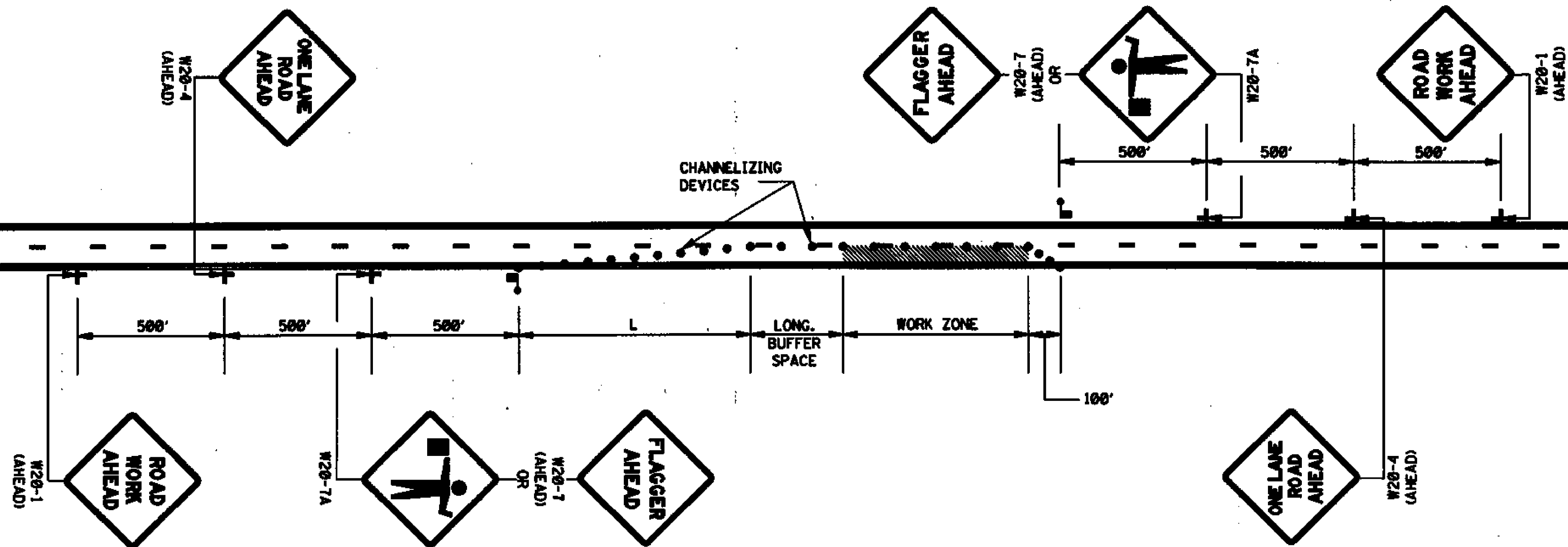
NOTES:

1. FRAMES WITH EITHER SQUARE OR CIRCULAR BASES MAY BE USED.
SELECTED FRAME BASE SHOULD PROVIDE BEST SEAL AROUND INLET AS DIRECTED BY THE ENGINEER.
2. FILL POCKETS AROUND BASE OF FILTER COVER WITH #57 STONE OR SOIL.
STONE IS REQUIRED WHEN ANCHORING THE MANUFACTURED INLET PROTECTION DEVICE OVER PAVED DITCH OR FLUME.
3. USE ONLY DURING STAGE 3 OR STAGE 4 INLET CONSTRUCTION.
4. FOR MEDIAN INLET PROTECTION, THE ELEVATION OF THE COARSE SCREEN TOP SHOULD BE A MINIMUM OF 6" BELOW THE ELEVATION OF THE OUTSIDE EDGE OF THE INSIDE SHOULDER.



SECTION "A-A"

BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
	INLET PROTECTION DETAILS OF MANUFACTURED INLET PROTECTION DEVICE	
REVISION		
DATE	FILENAME: EROSION CONTROL\ECD-13.DGN	
	DESIGN TEAM	CHECKED: DATE
	WORKING NUMBER ECD-13 SHEET NUMBER 33	



- LEGEND
- FLAGGER
 - CHANNELIZING DEVICES

GENERAL NOTES:

1. THE LOCATION OF CHANNELIZING DEVICES AND THE WORK AREA LAYOUT SHALL BE BASED ON THE CRITERIA IN THE FOLLOWING TABLE:

POSTED SPEED AND/OR DESIGN SPEED	MAXIMUM CHANNELIZING DEVICE SPACING (ft)		MINIMUM LONGITUDINAL BUFFER SPACE (ft)	TAPER † RATES
	TAPER	ALONG LANE LINE & WORK ZONE		
mph				
≤40	40	80	170	27:1
45	45	90	220	45:1
50	50	100	280	50:1
55	55	110	335	55:1
60	60	120	415	60:1
65	65	130	485	65:1
70	70	140	575	70:1

† NOTE: TAPER RATES ARE DETERMINED USING THE FOLLOWING EQUATIONS:
L = WS FOR SPEEDS OF 45 mph OR GREATER
L = WS²/60 FOR SPEEDS OF 40 mph OR LESS
WHERE: L = MINIMUM LENGTH OF TAPER IN FEET
W = WIDTH OF OFFSET (USUALLY LANE WIDTH) IN FEET
S = DESIGN SPEED OR 85TH PERCENTILE SPEED IN MILES PER HOUR

2. ALL CHANNELIZING DEVICES SHALL BE A MINIMUM OF 24" IN HEIGHT.
3. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK IS TO BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.
4. DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 48" x 48".
5. WHEN THERE IS NO EXISTING HAZARD OR AT THE END OF THE WORK DAY, ALL SIGNS SHALL BE COVERED OR REMOVED AND ALL CHANNELIZING DEVICES SHALL BE MOVED TO THE SHOULDER EDGE.
6. WHERE THE WORK ZONE IS STATIONARY, THE W20-7 (500 FT.) SIGN OR THE W20-7A SIGN TOGETHER WITH THE W20-7 (500 FT.) SUPPLEMENTAL PLATE SHOULD BE USED TO INDICATE THE DISTANCE TO THE FLAGGER.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

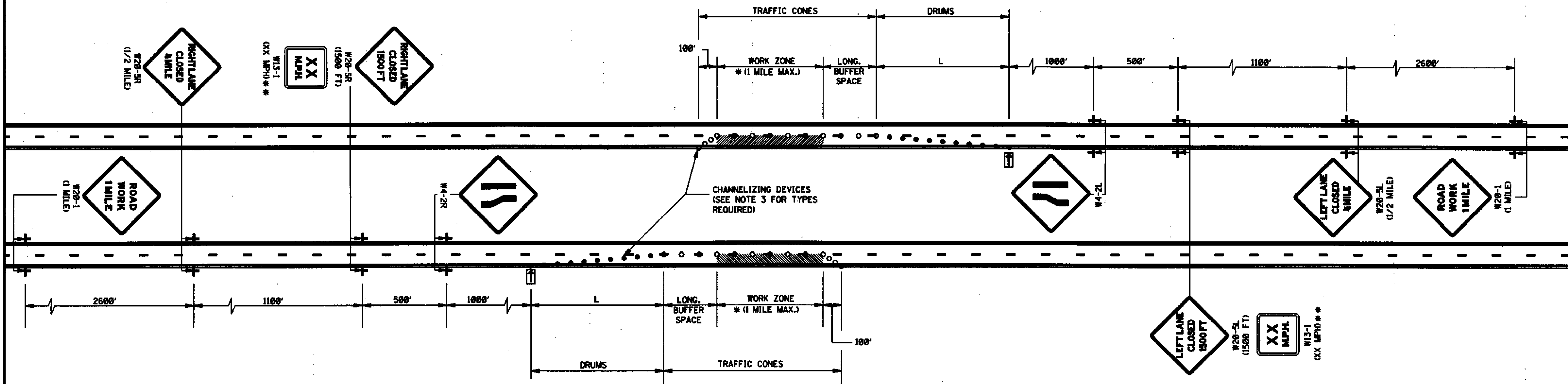
TRAFFIC CONTROL PLAN
WITH FLAGGER
(ONE-LANE CLOSURE OF
TWO-WAY TRAFFIC)

WORKING NUMBER
TCP-1

SHEET NUMBER
250

DATE

ISSUE DATE: OCTOBER 1, 1998



GENERAL NOTES:

1. THE LOCATION OF CHANNELIZING DEVICES AND THE WORK AREA LAYOUT SHALL BE BASED ON THE CRITERIA IN THE FOLLOWING TABLE:

POSTED SPEED AND/OR DESIGN SPEED	MAXIMUM CHANNELIZING DEVICE SPACING (ft)		MINIMUM LONGITUDINAL BUFFER SPACE (ft)	TAPER † RATES
	TAPER	ALONG LANE LINE & WORK ZONE		
mph				
≤40	40	80	170	27:1
45	45	90	220	45:1
50	50	100	280	50:1
55	55	110	335	55:1
60	60	120	415	60:1
65	65	130	485	65:1
70	70	140	575	70:1

† NOTE: TAPER RATES ARE DETERMINED USING THE FOLLOWING EQUATIONS:
 $L = WS$ FOR SPEEDS OF 45 mph OR GREATER
 $L = WS^2/60$ FOR SPEEDS OF 40 mph OR LESS
WHERE: L = MINIMUM LENGTH OF TAPER IN FEET
W = WIDTH OF OFFSET (USUALLY LANE WIDTH) IN FEET
S = DESIGN SPEED OR 85TH PERCENTILE SPEED IN MILES PER HOUR

2. FLASHING ARROW PANEL SHALL BE AS LEVEL AS POSSIBLE AS APPROVED BY THE ENGINEER. FLASHING ARROW PANEL SHOULD BE LOCATED AT THE BEGINNING OF THE TAPER OR, IF THE SHOULDER IS TOO NARROW, BEHIND THE CHANNELIZING DEVICES IN THE CLOSED LANE.
3. CHANNELIZING DEVICE TYPES FOR:
A. APPROACH TAPER- REFLECTORIZED PLASTIC DRUMS
B. ALONG LANE LINE AND WORK ZONE- TRAFFIC CONES (28" HEIGHT)
C. EXIT TAPER- TRAFFIC CONES (28" HEIGHT)
4. WHEN THERE IS NO EXISTING HAZARD, ALL SIGNS SHALL BE COVERED OR REMOVED AND THE DRUMS SHALL BE MOVED TO THE SHOULDER EDGE AT THE END OF THE WORK DAY.
5. FOR MOVING OPERATIONS (PAYING) THE CONTRACTOR SHALL HAVE TWO (2) SETS OF ADVANCE WARNING SIGNS, PLASTIC DRUMS, AND ARROW BOARD. WHEN THE CONSTRUCTION ZONE IS MOVED AHEAD, ALL SIGNS, PLASTIC DRUMS AND ARROW BOARD SHALL BE IN PLACE ON THE SECOND ZONE BEFORE REMOVING ANY SIGNS, PLASTIC DRUMS OR ARROW BOARD ON THE FIRST ZONE.
6. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK IS TO BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.
7. DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 48" X 48".

LEGEND

- * OR AS SHOWN ELSEWHERE OF THE PLANS.
- ** THE LEGEND ON W13-1 (XX MPH) SUPPLEMENTAL PLATE SHALL BE 10 MPH LESS THAN THE POSTED SPEED LIMIT.
- FLASHING ARROW PANEL (TYPE "C")
- REFLECTORIZED FREE-STANDING PLASTIC DRUMS
 - TRAFFIC CONES (28" HEIGHT)

MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
TRAFFIC CONTROL PLAN FOR POSTED SPEED LIMIT LESS THAN 65 MPH (4-LANE: MEDIAN LANE OR OUTSIDE LANE CLOSURE) (WORK DAY ONLY)	
WORKING NUMBER TCP-2	SHEET NUMBER 251
ISSUE DATE: OCTOBER 1, 1998	



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2012-0538

File ID: 2012-0538

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 02/14/2012

Brief Title: Advertisement for Bids for the W. S. F. Tatum and Bonhomie Rd Water System Expansion

Final Action:

Minute Book Number: MB 2012-1/55

Title:

Authorize Advertisement for Bids for the Water System Expansion on W. S. F. Tatum Boulevard and Bonhomie Road.

Notes:

Sponsors:

Enactment Date:

Attachments: F05-1214W6_Plans_2012-02-14, 1214W6_Specs

Enactment Number:

Contact:

Meeting Date: 02/21/2012

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/21/2012					

Text of Legislative File 2012-0538

Title

Authorize Advertisement for Bids for the Water System Expansion on W. S. F. Tatum Boulevard and Bonhomie Road.

Summary

Advertisement for Bids for the Water System Expansion on W. S. F. Tatum Boulevard and Bonhomie Road.

Budget Information

Expenditure Type

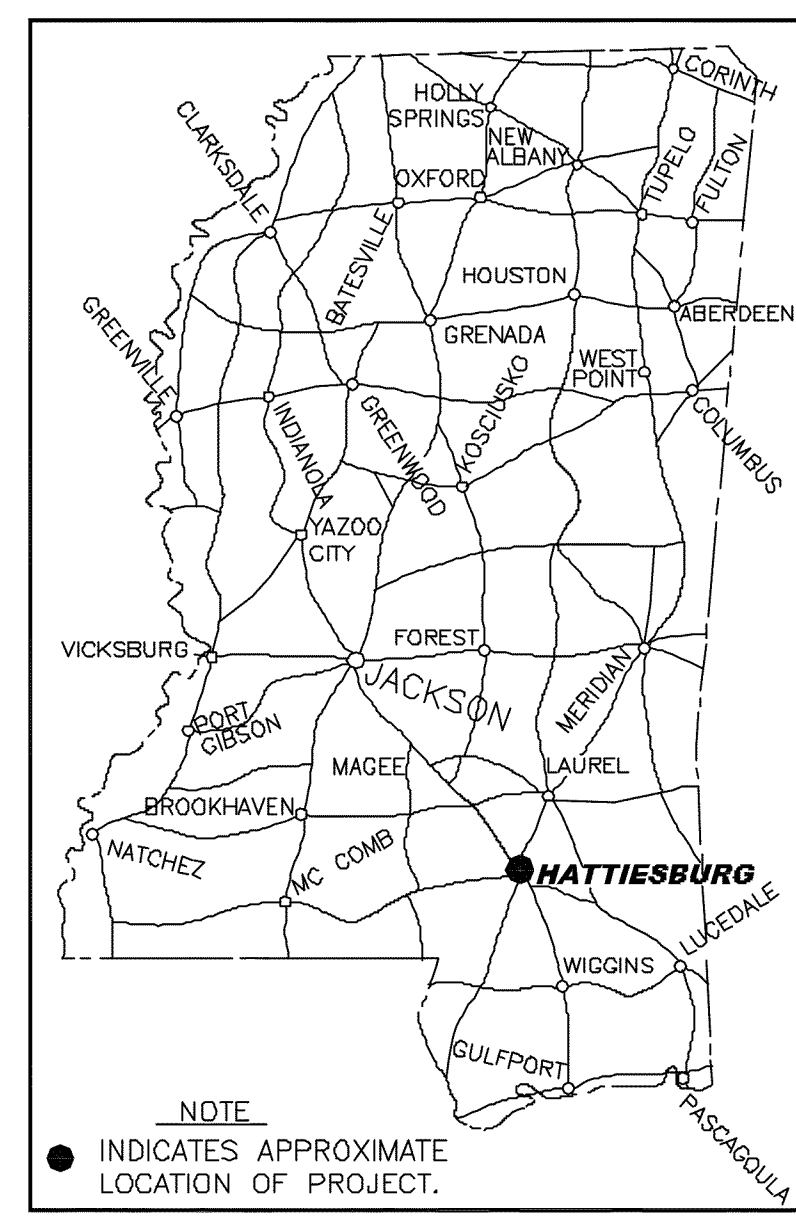
Purchasing Item

Publication Information

Hattiesburg American and Clarion Ledger, February 24, 2012 and March 2, 2012

CONSTRUCTION PLANS
FOR
WATER SYSTEM EXPANSION
ON
W. S. F. TATUM BOULEVARD &
BONHOMIE ROAD
FOR THE
CITY OF HATTIESBURG
FORREST COUNTY
MISSISSIPPI

FEBRUARY 2012



SHEET INDEX

SHEET No.	DESCRIPTION
1	TITLE SHEET
2	VICINITY MAP & NOTES SHEET
3	PLAN SHEET
4	PLAN SHEET
5	PLAN SHEET
6	DETAILS SHEET
7	DETAILS SHEET
8	TYPICAL TEMPORARY EROSION/SEDIMENT CONTROL APPLICATIONS
9	DETAILS OF SEDIMENT BARRIER APPLICATIONS
10	DETAILS OF SILT FENCE INSTALLATION
11	DETAILS OF EROSION CONTROL WATTLE DITCH CHECK
250	TRAFFIC CONTROL PLAN WITH FLAGGER

MAYOR

Johnny DuPree, Ph.D.

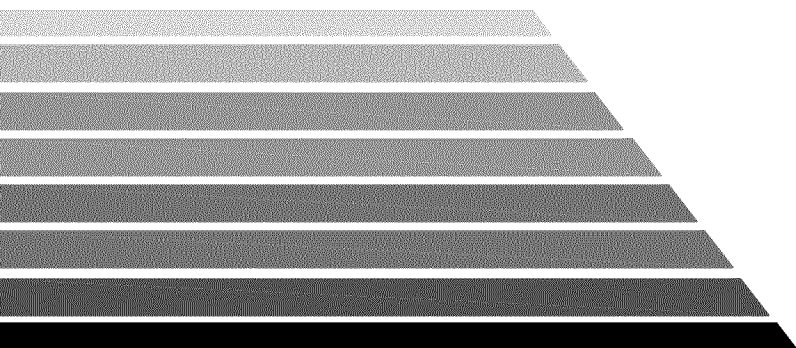
COUNCIL PERSONS

Kim Bradley, President
Carter Carroll
Deborah Denard Delgado
Dave Ware
Henry E. Naylor

PUBLIC SERVICES DIRECTOR

Bert Kuyrkendall, P.E.

PREPARED BY:

SD & W 
SHOWS, DEARMAN & WAITS, INC.
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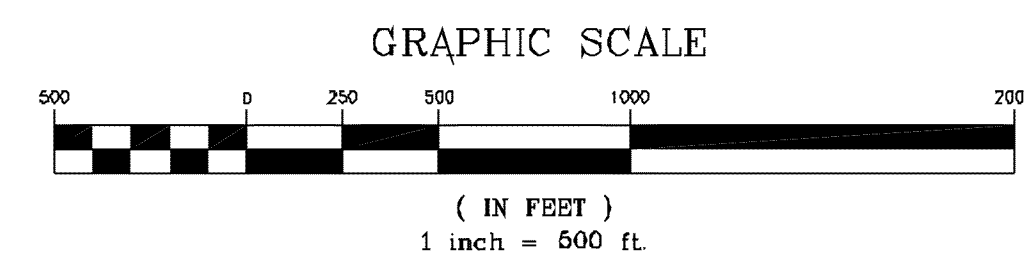
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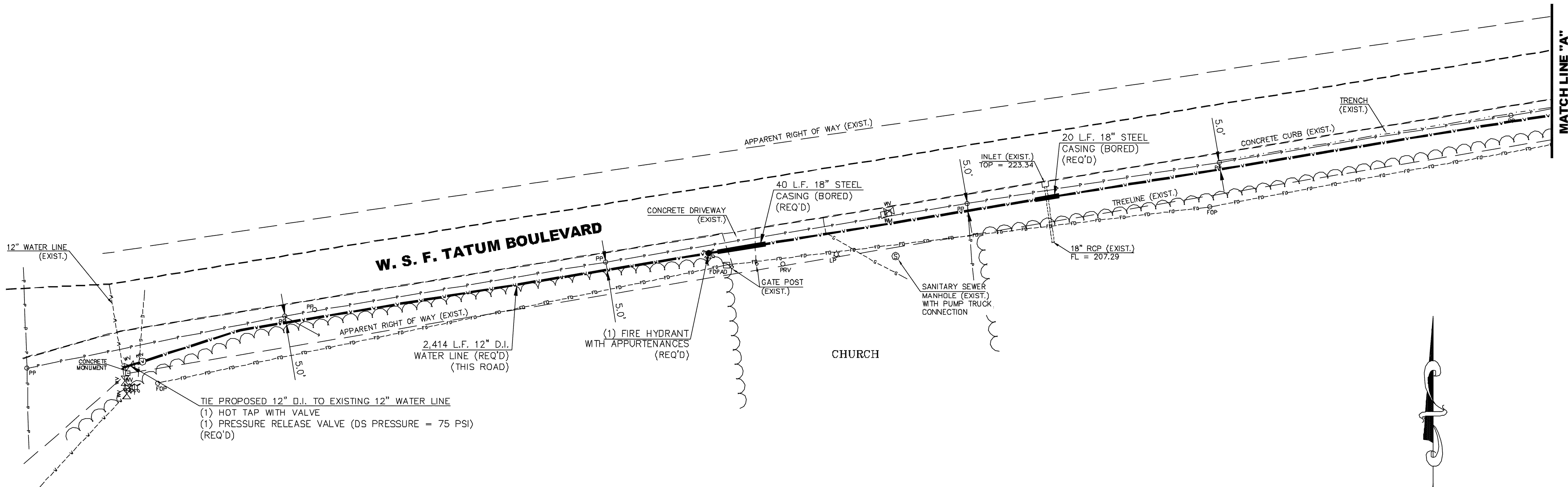


GENERAL NOTES:

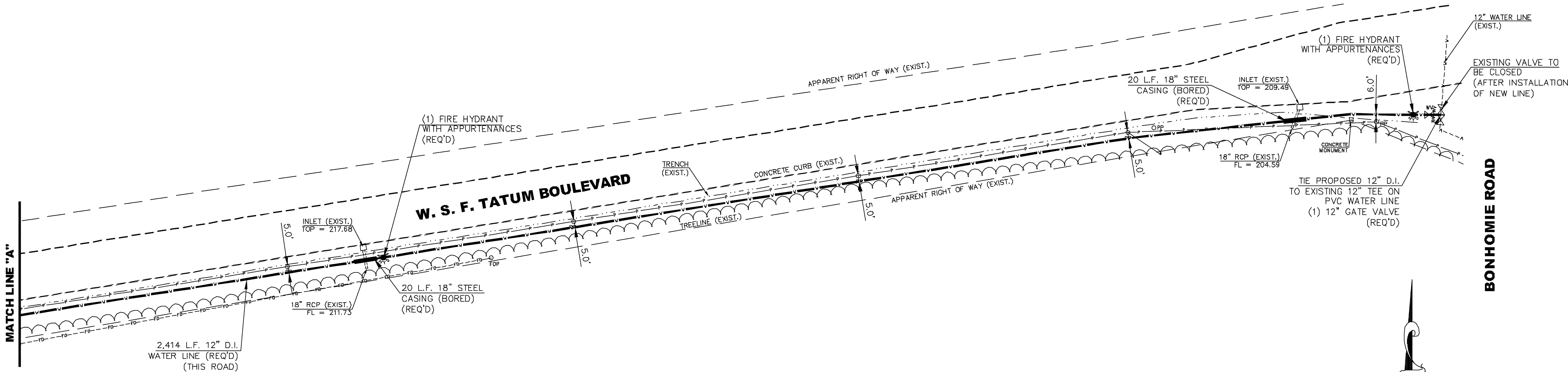
1. THE CONTRACTOR SHALL KEEP A SET OF BLUELINE PRINTS OF THE PROJECT ON THE JOB SITE SHOWING THE MEASUREMENTS AND ELEVATIONS OF THE "AS-BUILT" SYSTEM. THIS DATA WILL BE COLLECTED AND PUT ON THE DRAWINGS DAILY.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN SUB-SURFACE SOIL INVESTIGATIONS.
 3. THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES WITHIN THE WORK AREA.
 4. ALL UNDERGROUND UTILITIES, FOR THE ENTIRE PROJECT, SHALL BE LOCATED BY THE CONTRACTOR AND UTILITY OWNERS PRIOR TO THE CONSTRUCTION OF THE PROJECT. ANY CONFLICTS SHALL BE COORDINATED BETWEEN CONTRACTOR, UTILITY OWNER AND ENGINEER.
 5. ALL CULVERT CROSS DRAINS AND SIDE DRAINS SHALL BE PROTECTED. NO SEPARATE PAY ITEM WILL BE ESTABLISHED FOR REMOVAL AND REPLACEMENT, IF REQUIRED.
 6. PROPER MAINTENANCE OF STREETS, INCLUDING DUST CONTROL, SHALL BE STRICTLY ADHERED TO.
 7. MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION).
 8. THE CONTRACTOR SHALL PROVIDE PROPER TRAFFIC CONTROL SIGNS AND FLAGGERS TO MAINTAIN ONE LANE TRAFFIC DURING CONSTRUCTION, WHERE LANE CLOSURES ARE NEEDED, UNLESS OTHERWISE DIRECTED BY THE ENGINEER. ANY ROAD CLOSURES SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO IMPLEMENTATION.
 9. ALL WORK ITEMS FOR WHICH NO PAY ITEMS ARE ESTABLISHED SHALL BE ABSORBED IN THE COST OF THE PIPE LAYING OPERATION.
 10. ALL DISTURBED AREAS SHALL BE FERTILIZED AND SEEDED ACCORDING TO THE VEGETATION SCHEDULE IN THE SPECIFICATIONS.
 11. ALL EXISTING MAILBOXES, STREET SIGNS, FENCES, AND OTHER STRUCTURES LOCATED WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED AND RESET AS DICTATED BY CONSTRUCTION ACTIVITIES. (NO SEPARATE PAY)
 12. NO PIPE SHALL BE LAID IN THE PRESENCE OF WATER.
 13. WHERE THE WATER MAIN IS WITHIN 10 FEET OF A SEWER MAIN HORIZONTALLY, THE BOTTOM OF THE WATER MAIN SHALL BE 18" ABOVE THE SEWER MAIN.
 14. ALL FIRE HYDRANTS SHOWN FOR INSTALLATION ON THE PLANS SHEETS SHALL BE 3-WAY HYDRANTS AS DETAILED. ALL FIRE HYDRANTS SHALL BE INSTALLED WITH A 2" DIAMETER BRASS TAG (SEE DETAIL) ENGRAVED WITH "CITY OF HATTIESBURG" AND "FH #XXX" (WHERE "XXX" WILL BE A NUMBER WHICH SHALL BE ASSIGNED TO EACH FIRE HYDRANT BY THE OWNER). (NO SEPARATE PAY)
 15. ALL FIRE SUPPRESSION SYSTEM CONNECTIONS (FSSC) SHALL BE INSTALLED AS DETAILED. FSSC'S SHALL BE INSTALLED AT LOCATIONS TO BE DETERMINED BY THE OWNER. WHERE FSSC'S ARE TO BE INSTALLED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH THE FACILITY OWNER(S) AND THE EXISTING WATER SYSTEM OPERATOR PRIOR TO AND DURING INSTALLATION TO PREVENT UNNECESSARY INTERRUPTIONS.
 16. THE COST OF CLEARING AND GRUBBING/REMOVAL AND DISPOSAL OF CLEARING AND GRUBBING MATERIAL SHALL TO BE INCLUDED IN THE PRICE OF THE PIPE LAYING OPERATION. OFFSITE DISPOSAL AREAS ARE TO BE FURNISHED BY THE CONTRACTOR.
 17. ALL PAVED ROADS SHALL BE BORED WITH CASING, UNLESS OTHERWISE NOTED. ANY DAMAGE TO PAVED ROADS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
 18. ALL GRAVEL ROADS, GRAVEL DRIVEWAYS AND PAVED DRIVEWAYS SHALL BE OPEN CUT WITHOUT CASING, UNLESS OTHERWISE NOTED AND REPLACED IN KIND.
 19. ALL CASINGS SHALL BE OF THE SIZE AND TYPE AS NOTED ON THESE PLANS.
 20. ALL ROAD BORES SHALL BE IN ACCORDANCE TO THE DETAILS.
 21. ALL WATER MAINS SHALL BE DUCTILE IRON, CLASS 350, UNLESS OTHERWISE NOTED.
 22. ALL FITTINGS AND VALVES SHALL BE CAST IRON WITH CONCRETE THRUST BLOCK AT ALL BENDS AND RODDED TOGETHER WITH ALL THREAD ROD. ALL TEES AND VALVES SHALL BE RODDED TOGETHER AS ONE UNIT. VALVES AND FIRE HYDRANTS SHALL BE RODDED TOGETHER BUT SEPARATE FROM THE TEE AND OTHER VALVES. ALL FITTINGS SHALL BE ABSORBED ITEMS.
 23. FULL LENGTH PIPE SECTIONS ARE REQUIRED BEFORE AND AFTER ALL FITTINGS.
 24. PRESSURE TESTS WILL BE REQUIRED ON ALL WATER MAIN INSTALLED.
 25. PRIOR TO THE BEGINNING OF ANY EXCAVATION, ALL EXISTING PAVEMENT SHALL BE SCORED OR SAW CUT TO A DEPTH SUCH THAT A STRAIGHT AND UNIFORM VERTICAL EDGE IS ESTABLISHED PRIOR TO REMOVAL OF SAID PAVEMENT FROM THE PROJECT.
 26. WORK FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF TRAFFIC AND ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURRING DURING THE EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PLACING WHAT BRACING, SHORING OR GROUND SUPPORT SYSTEM THAT IS DEEMED NECESSARY TO PREVENT A FAILURE AND PROTECT THE PERSONS WORKING NEAR THE EXCAVATION, THE PUBLIC THAT MAY BE ABOVE THE EXCAVATION, OR ANY STRUCTURE ADJACENT TO THE EXCAVATION. ALL COSTS FOR ANY PROTECTIVE MEASURES INCLUDING THE MATERIALS AND LABOR FOR DESIGNING, DRAWING AND CONSTRUCTING THE FACILITY SHALL BE INCLUDED IN THE BID PRICE FOR CONTRACT ITEMS.
 27. THE EROSION CONTROL DEVICES SHALL BE REQUIRED AS DIRECTED BY THE ENGINEER. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT SILT DOES NOT LEAVE THE CONSTRUCTION SITE OR CONTAMINATE WATERS OF THE U.S. DURING CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN THE PLAN DURING CONSTRUCTION.
 28. ALL NEW CONSTRUCTION TO BE FLUSHED WITH CLOSE SUPERVISION OF THE SYSTEM OPERATOR.
 29. ALL BACTI-SAMPLES SHALL BE TAKEN BY THE SYSTEM OPERATOR OR HIS REPRESENTATIVES. ANY AND ALL SAMPLING FEE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
 30. THE CONTRACTOR SHALL HAVE A COMPETENT AND EXPERIENCED SUPERINTENDENT ON SITE AT ALL TIMES. THE SUPERINTENDENT SHALL NOT OPERATE EQUIPMENT WHILE ON THE PROJECT SITE. WORK ON THE PROJECT SHALL STOP IF THE ASSIGNED PROJECT SUPERINTENDENT IS NOT ON SITE.

No.	Date	Description	BY		
VICINITY MAP & NOTES					
WATER SYSTEM EXPANSION CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI					
		 P.O. BOX 1711 HATTIEBURG, MISSISSIPPI 39403-7111 301 S COCONA AVENUE HATTIEBURG, MISSISSIPPI 39401 HTTP://WWW.SDAW.COM P. (601) 544 - 1851 F. (601) 544 - 0501			
SHOWS, DEARMAN & WAITS, INC. CONSULTING ENGINEERS					
Drawn by: JWR		Checked by: NMC			
Date: 02/14/2012		Scale: AS NOTED			
Drawing No.: F05-1214W6		Sheet No. 2			





NOTE:
CONTRACTOR SHALL RESET THE
PRESSURE RELEASE VALVE AT TIMBERTON
SUBDIVISION (ALONG HIGHWAY 11) TO
MATCH THIS PRESSURE.



LEGEND

- EXIST. — EXISTING
- FL — FLOW LINE
- FOPAD — FIBER OPTIC PEDESTAL
- FOP — FIBER OPTIC POST
- FIRE HYDRANT
- FIBER OPTIC LINE (UNDERGROUND)
- GAS LINE
- PVC — POLYVINYL CHLORIDE PIPE
- RCP — REINFORCED CONCRETE PIPE
- POWER LINE (OVERHEAD)
- UTILITY POLE
- UTILITY POLE GUY WIRE
- WATER VALVE

NO.	DATE	DESCRIPTION	BY

PLAN SHEET

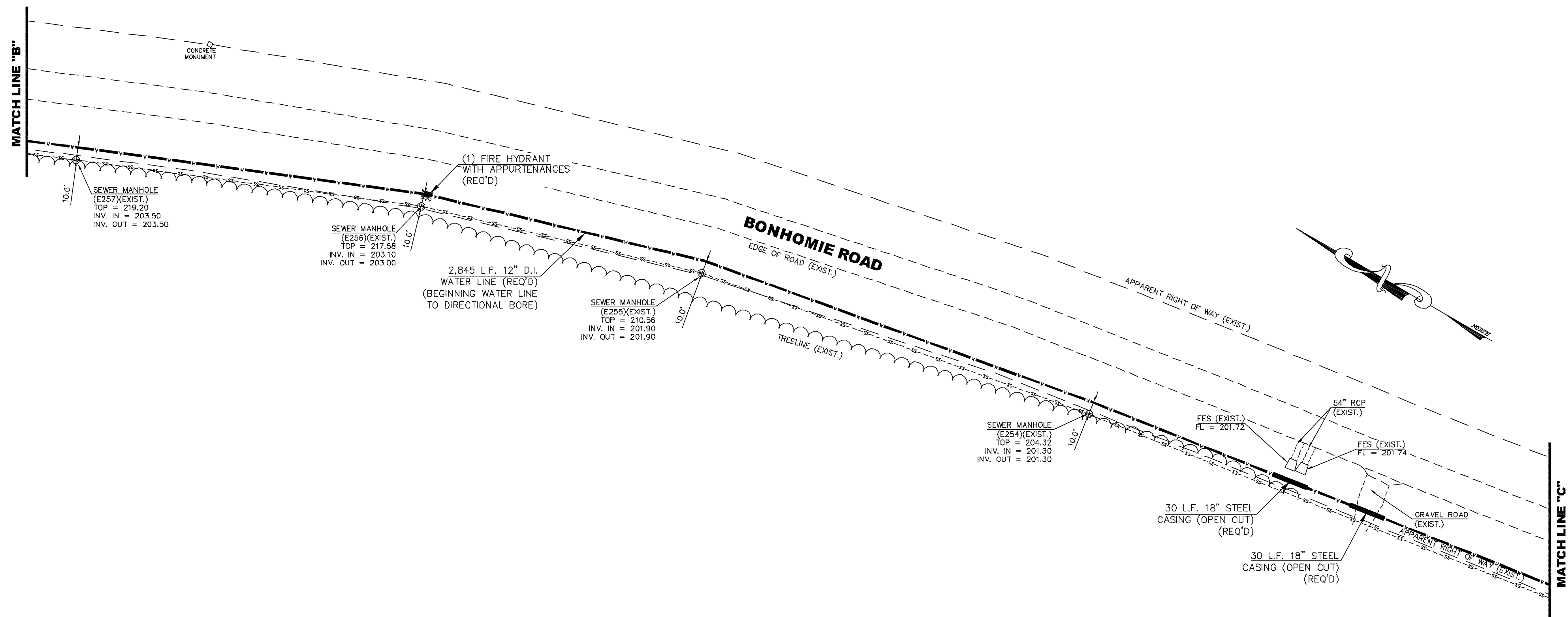
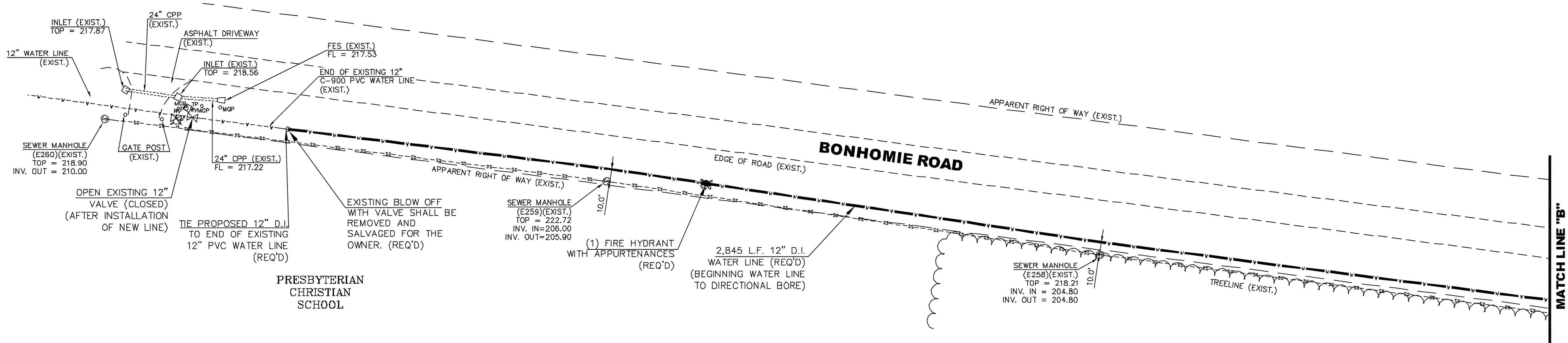
W.S.F. TATUM BOULEVARD
CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI



SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

11 HATTIESBURG, MISSISSIPPI 39401-0711
301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI 39401
HTTP://WWW.SDW.COM
P: 8671 544-1001
F: 8671 544-1001

Drawn by: JWR	Checked by: NMC
Date: 05/14/08	Scale: 1" = 50'
Drawing No.: F05-1214W6	Sheet No. 3



- LEGEND**
- CPP — CORRUGATED PLASTIC PIPE
 - EXIST. — EXISTING
 - FES — FLARED END SECTION
 - FL — FLOW LINE
 - ⚡ — FIRE HYDRANT
 - INV. — INVERT
 - MGP — METAL GUARD POST
 - PVC — POLYVINYL CHLORIDE PIPE
 - RCP — REINFORCED CONCRETE PIPE
 - — — — — SANITARY SEWER LINE
 - — — — — UTILITY POLE
 - ⊗ — WATER VALVE

NO.	DATE	DESCRIPTION	BY

PLAN SHEET

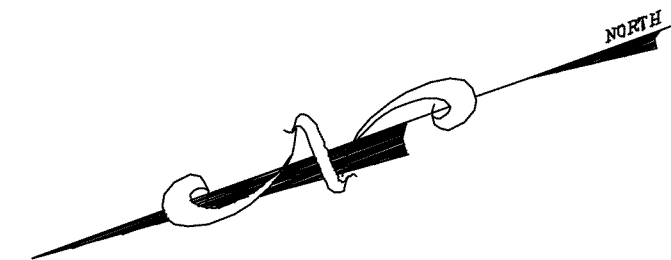
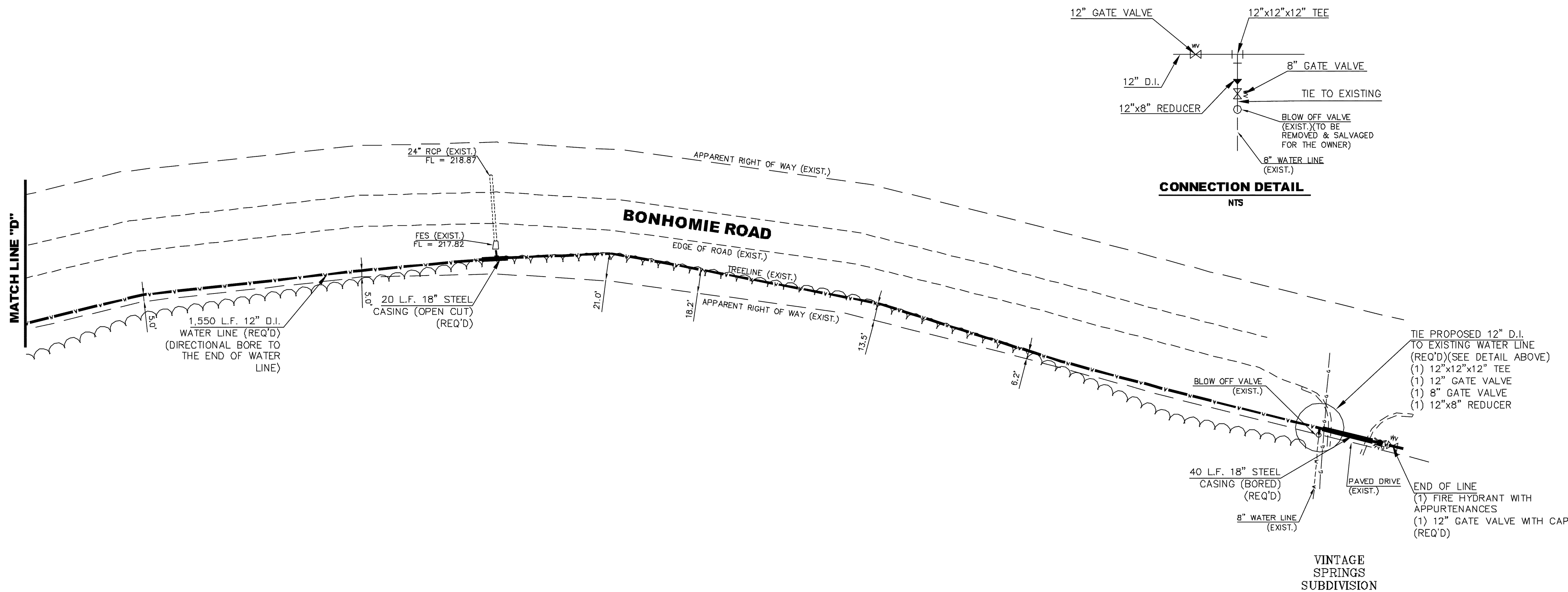
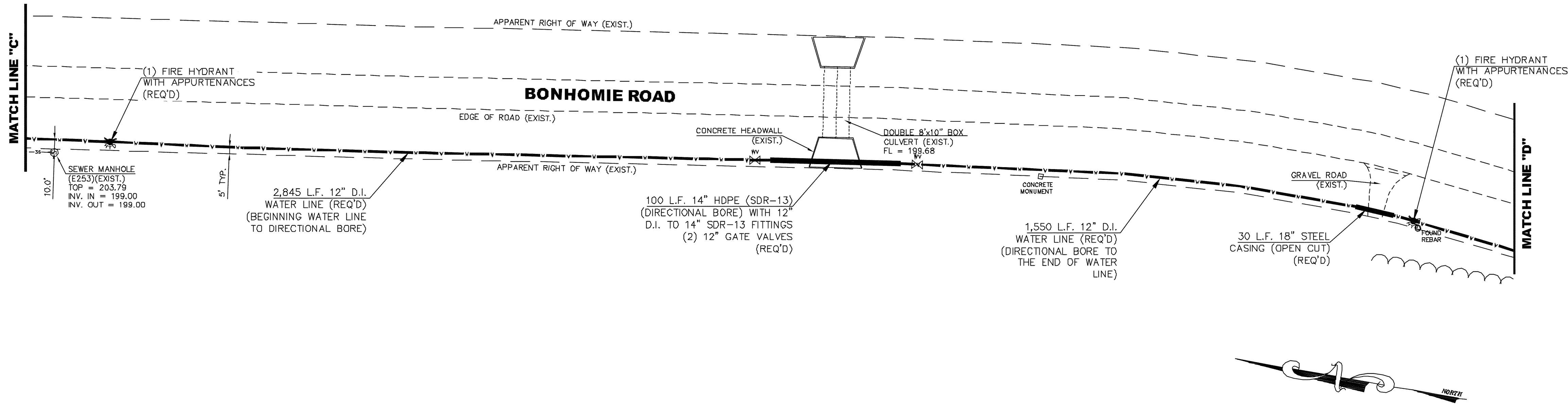
BONHOMIE ROAD
CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI



SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

HATTIESBURG, MISSISSIPPI 39401-0711
301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI 39401
HTTP://WWW.SDW.COM
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F: 801.544-1501

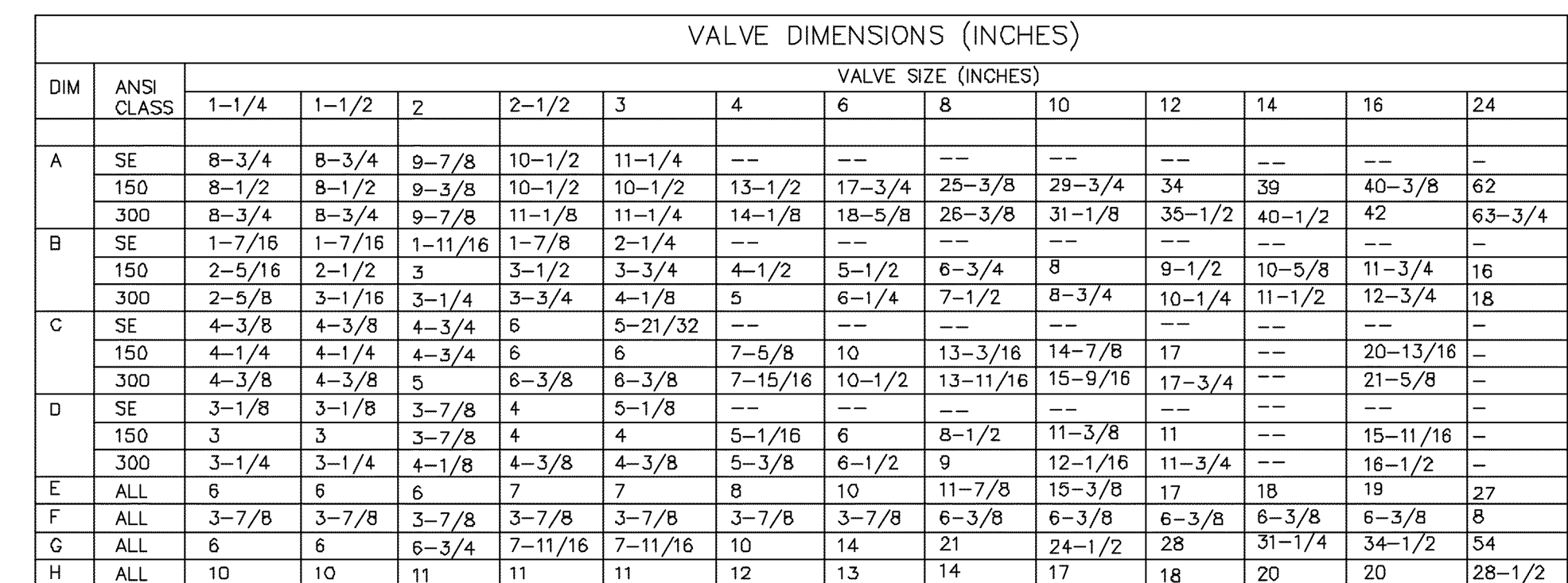
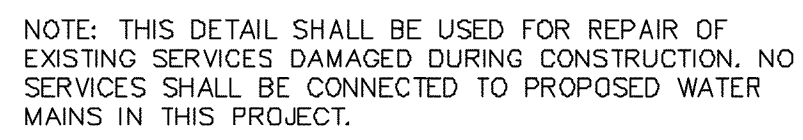
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Drawing No.: F05-1214W6	Sheet No. 4



LEGEND

- EXIST. - EXISTING
FES - FLARED END SECTION
FL - FLOW LINE
- - - - - GAS LINE (PROPOSED)
INV. - INVERT
RCP - REINFORCED CONCRETE PIPE
- - - - - SANITARY SEWER LINE

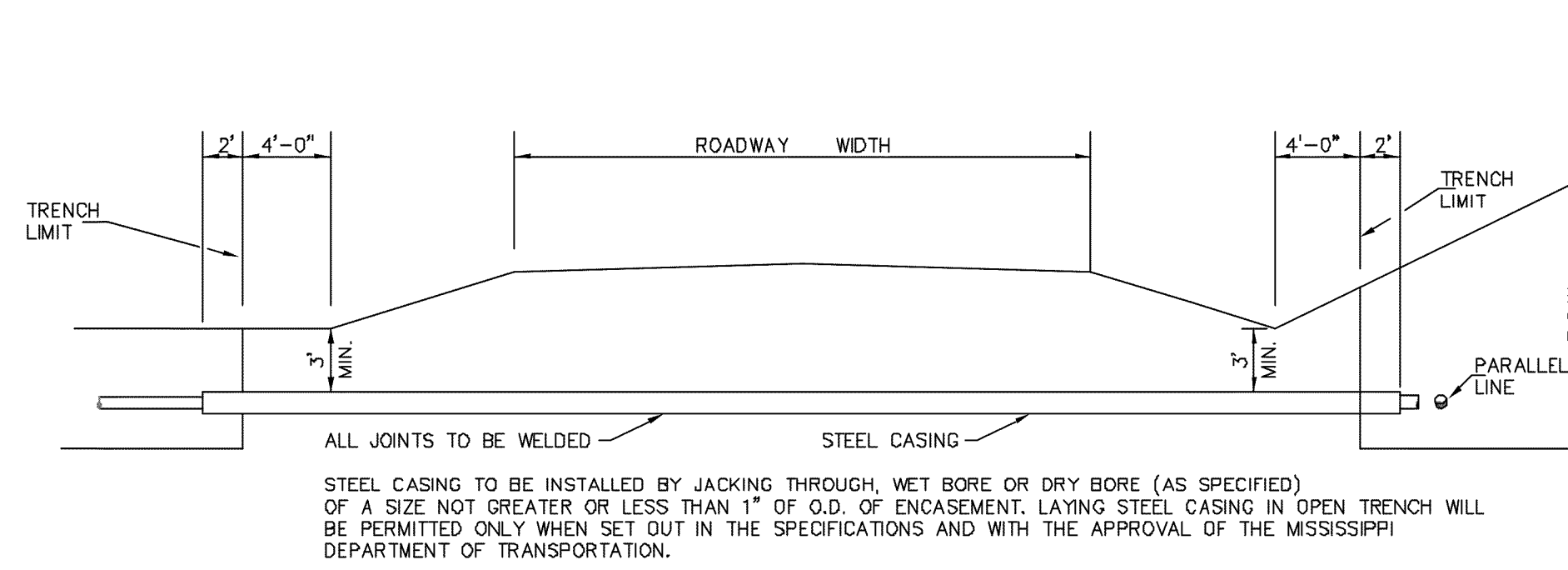
NO.	DATE	DESCRIPTION	BY
PLAN SHEET			
BONHOMIE ROAD CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI			
SD SHOWS, DEARMAN & WAITS, INC. CONSULTING ENGINEERS			
HATTIESBURG, MISSISSIPPI 39401-0711 301 SECOND AVENUE HATTIESBURG, MISSISSIPPI 39401 P: 801.544-1551 F: 801.544-1551 WWW.SDW.COM			
Drawn by: JWR		Checked by: NMC	
Date: 05/14/08		Scale: 1" = 50'	
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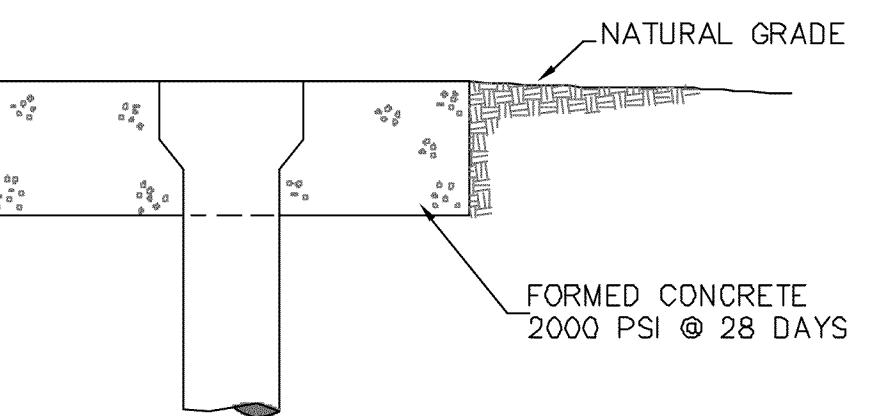
PRESSURE REDUCING VALVE DETAIL



G: PKCULTS Hattiesburg City of 1945-1214W6 - Iconomic Road 1214-W6 dwg 1214-W6 Werlul r dwg.6.2.14 2012 1:07:31 PM



HIGHWAY CROSSING & WATER LINE PARALLELING HWY. IN R.O.W.



SECTION A-A

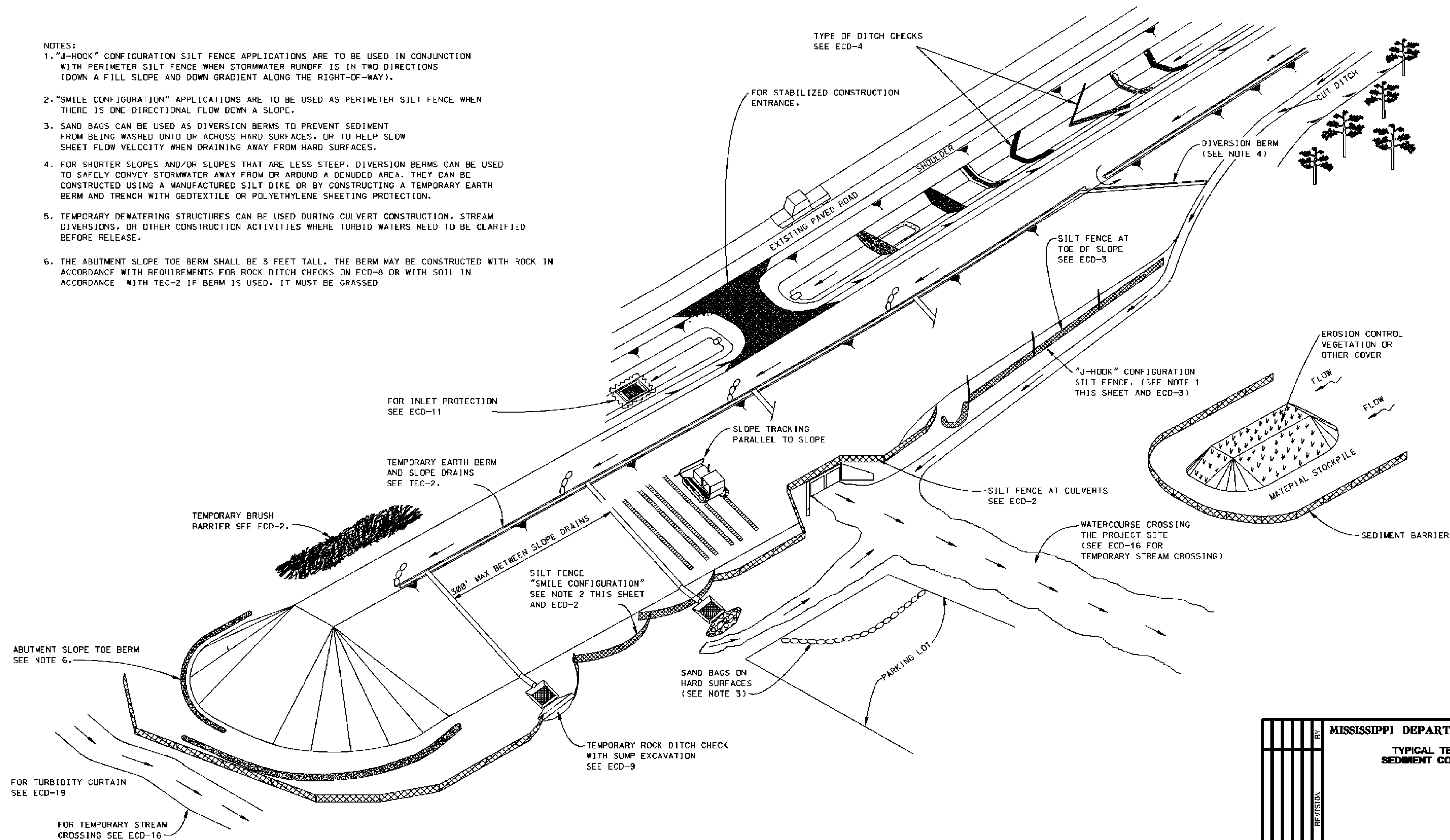
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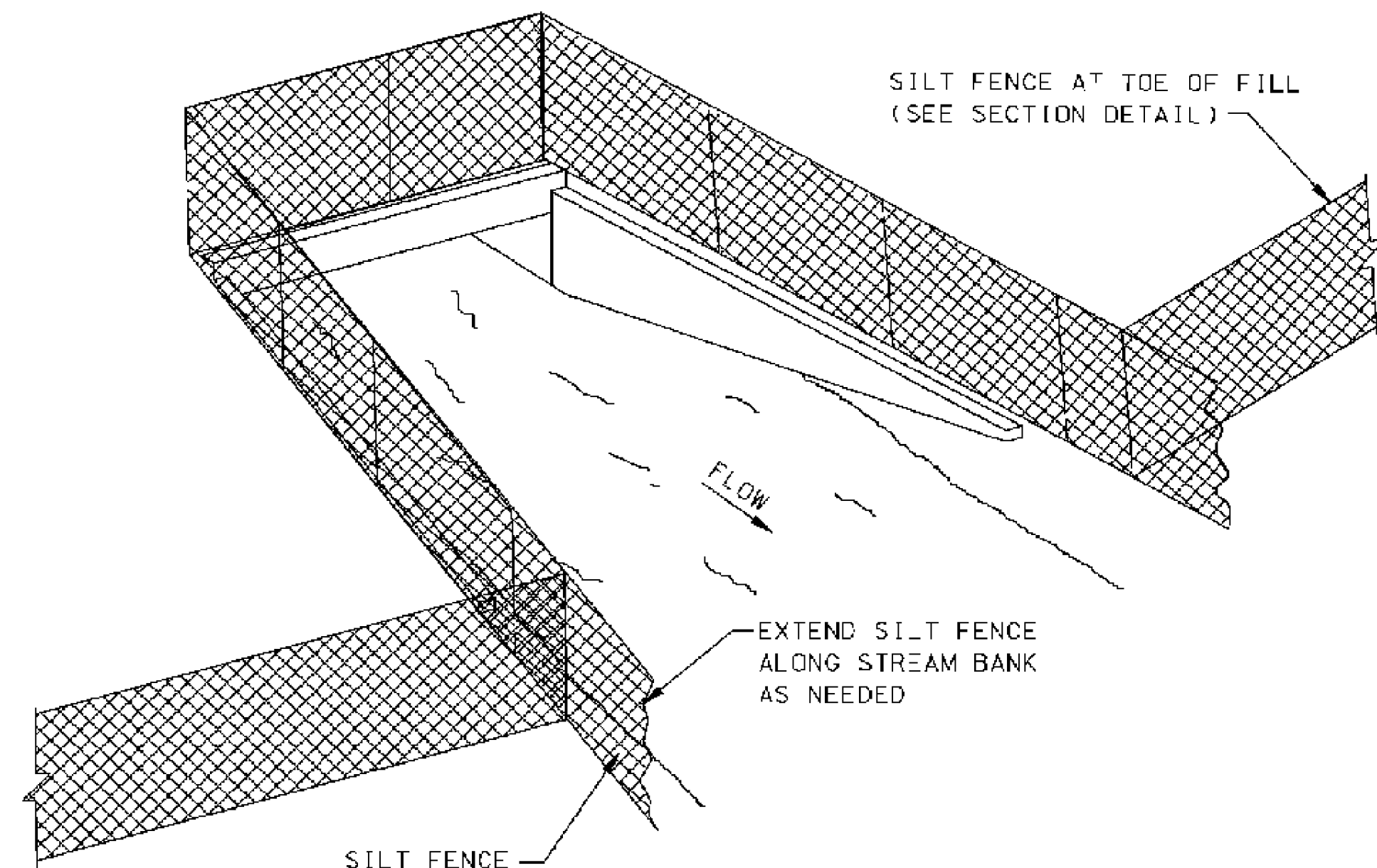


SD & W
SHOWS, DEARMAN & WAITS, INC.
SHOWS, DEARMAN & WAITS, INC.

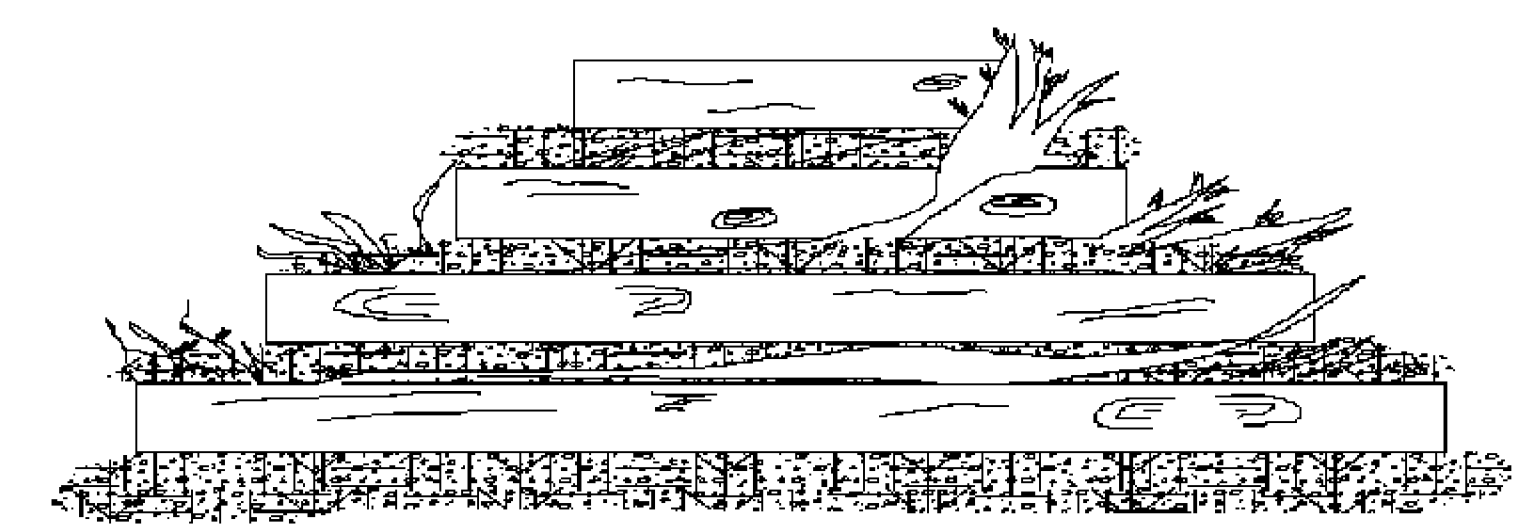
P.O. BOX 1711
HATTIESBURG, MISSISSIPPI, 39403-1711
301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI, 39401
HTTP://WWW.SD&W.COM
P: (601) 544 - 1921

1. "J-HOOK" CONFIGURATION SILT FENCE APPLICATIONS ARE TO BE USED IN CONJUNCTION WITH PERIMETER SILT FENCE WHEN STORMWATER RUNOFF IS IN TWO DIRECTIONS (DOWN A FILL SLOPE AND DOWN GRADIENT ALONG THE RIGHT-OF-WAY).
2. "SMILE CONFIGURATION" APPLICATIONS ARE TO BE USED AS PERIMETER SILT FENCE WHEN THERE IS ONE-DIRECTIONAL FLOW DOWN A SLOPE.
3. SAND BAGS CAN BE USED AS DIVERSION BERMS TO PREVENT SEDIMENT FROM BEING WASHED ONTO OR ACROSS HARD SURFACES. OR TO HELP SLOW SHEET FLOW VELOCITY WHEN DRAINING AWAY FROM HARD SURFACES.
4. FOR SHORTER SLOPES AND/OR SLOPES THAT ARE LESS STEEP, DIVERSION BERMS CAN BE USED TO SAFELY CONVEY STORMWATER AWAY FROM OR AROUND A DENUDEED AREA. THEY CAN BE CONSTRUCTED USING A MANUFACTURED SILT DIKE OR BY CONSTRUCTING A TEMPORARY EARTH BERM AND TRENCH WITH GEOTEXTILE OR POLYETHYLENE SHEETING PROTECTION.
5. TEMPORARY DEWATERING STRUCTURES CAN BE USED DURING CULVERT CONSTRUCTION, STREAM DIVERSIONS, OR OTHER CONSTRUCTION ACTIVITIES WHERE TURBID WATERS NEED TO BE CLARIFIED BEFORE RELEASE.
6. THE ABUTMENT SLOPE TOE BERM SHALL BE 3 FEET TALL. THE BERM MAY BE CONSTRUCTED WITH ROCK IN ACCORDANCE WITH REQUIREMENTS FOR ROCK DITCH CHECKS ON ECD-8 OR WITH SOIL IN ACCORDANCE WITH TEC-2 IF BERM IS USED. IT MUST BE GRASSED

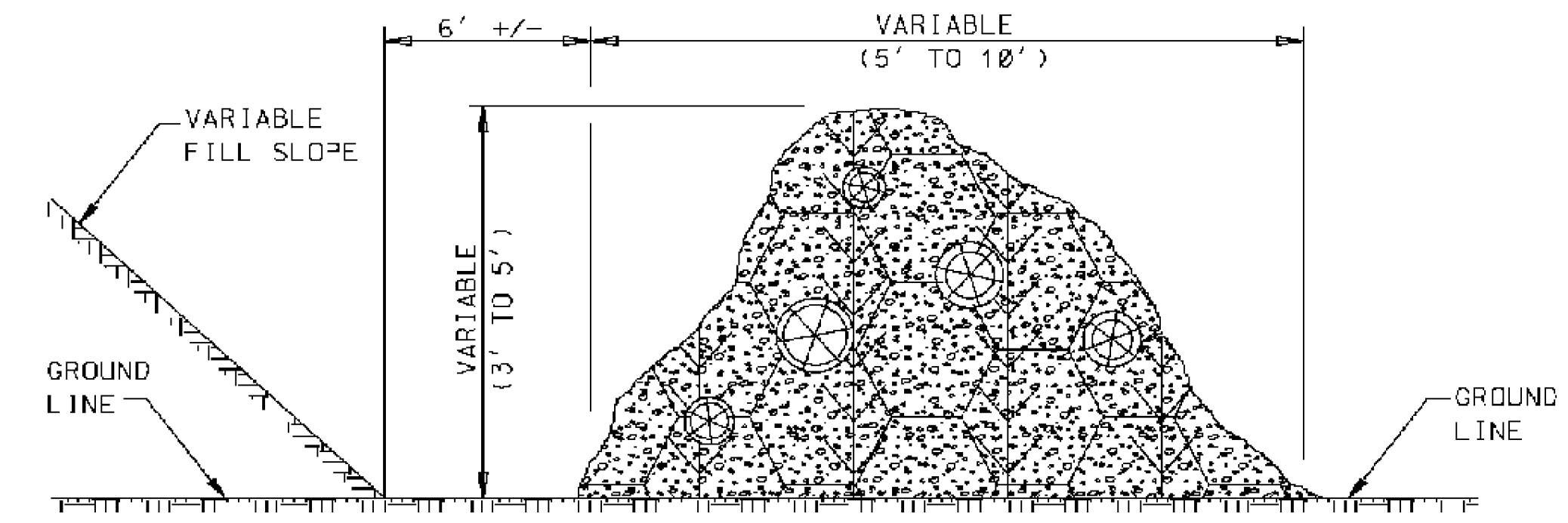
[illegible]



SEDIMENT BARRIER AT CROSS DRAIN



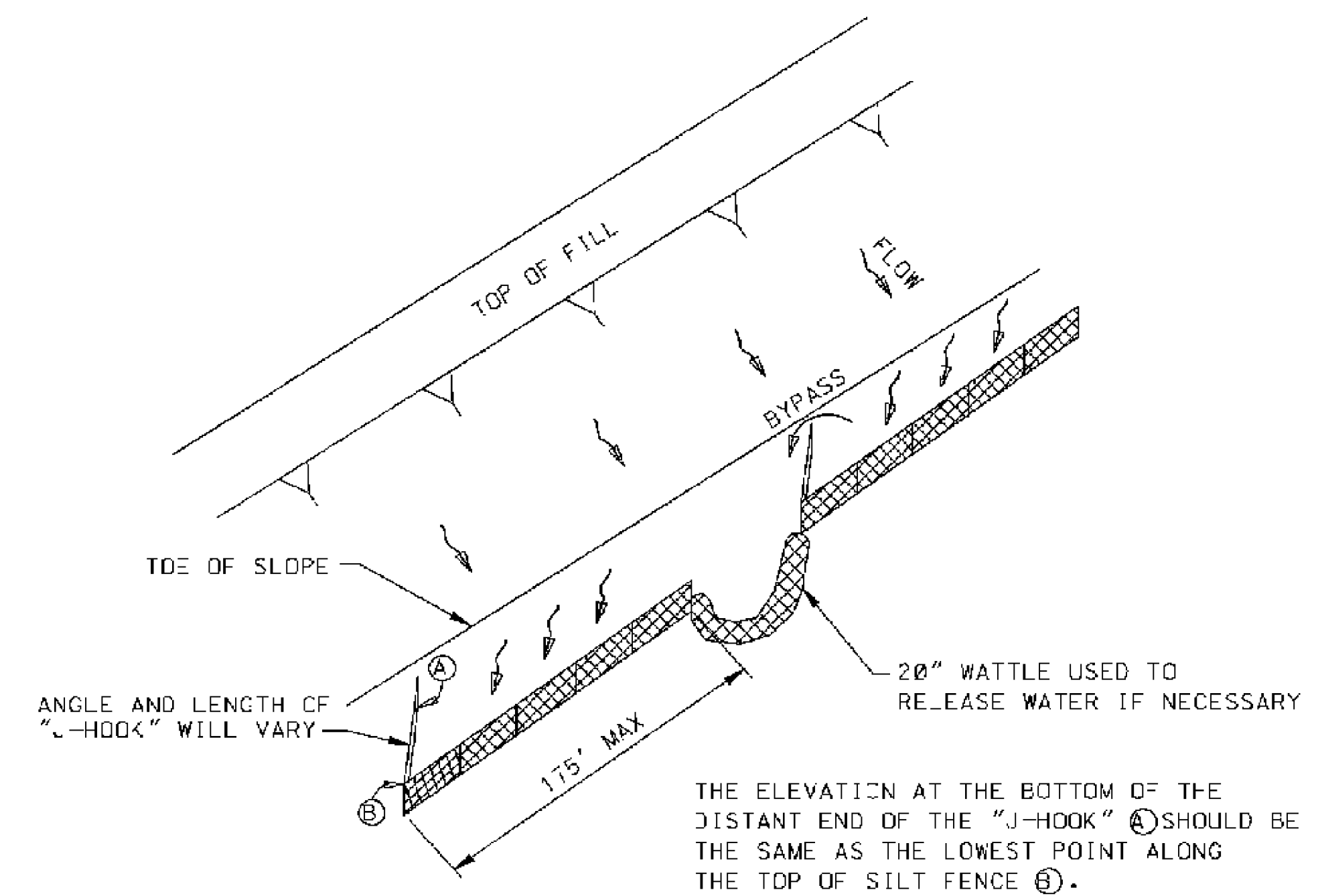
FRONT ELEVATION



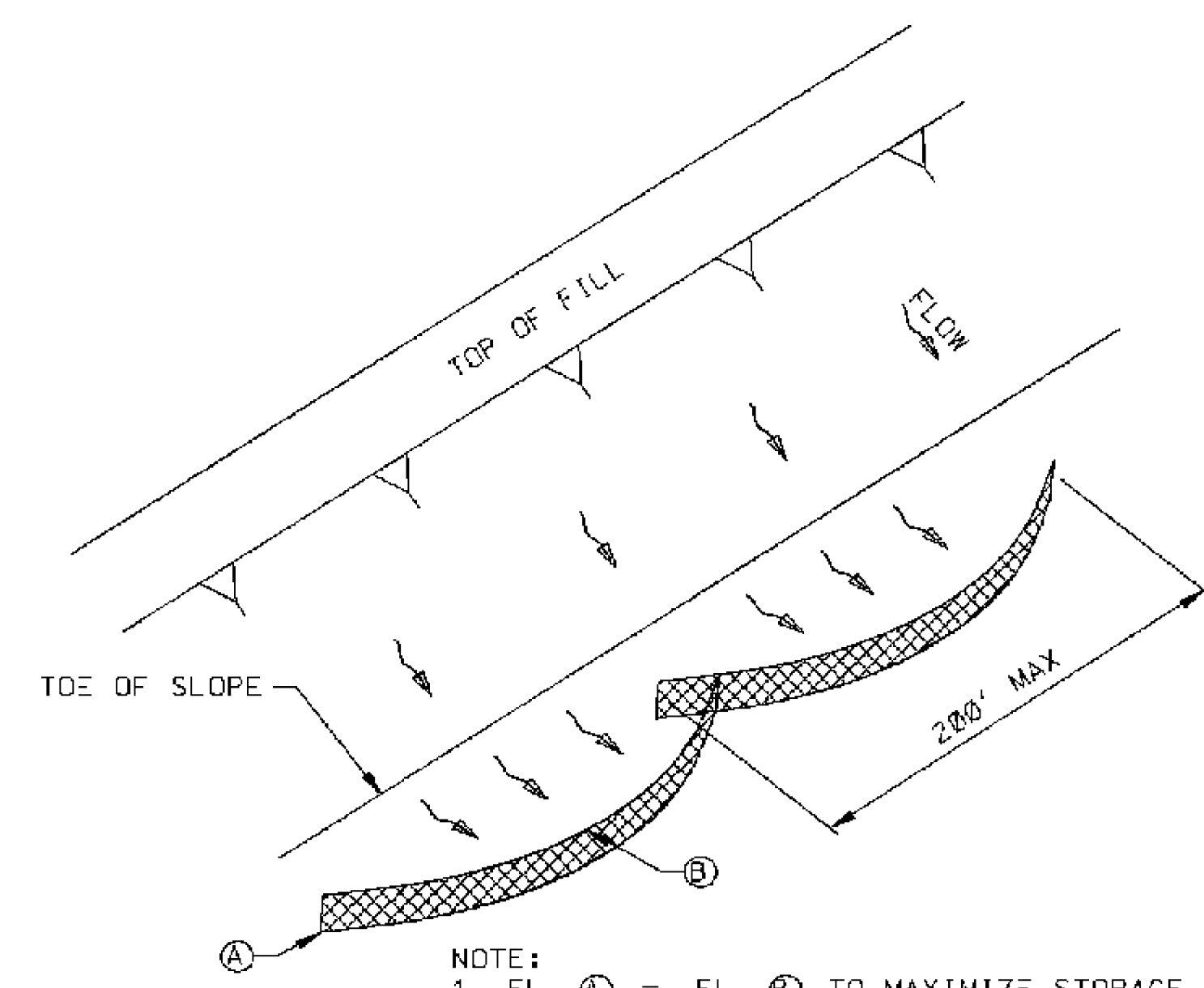
SIDE ELEVATION

TEMPORARY BRUSH BARRIER

- NOTES:
1. BRUSH BARRIER MAY BE USED WHERE NATURAL GROUND IS LEVEL OR SLOPING AWAY FROM PROJECT.
 2. PLACE BRUSH, LOG AND TREE LAPS APPROXIMATELY PARALLEL TO TOE OF FILL SLOPE WITH SOME OF THE HEAVIER MATERIALS BEING PLACED ON TOP TO PROPERLY SECURE THE BARRIER AS DETAILED AT LOCATIONS SHOWN ON PLANS OR AS DIRECTED OR PERMITTED BY THE ENGINEER.
 3. TO ALLOW WATER TO SEEP THROUGH BRUSH BARRIER, INTERMINGLE THE BRUSH, LOG AND TREE LAPS SO AS NOT TO FORM A SOLID DAM.
 4. THE BRUSH BARRIER MAY BE CHOKED WITH FILTER FABRIC.
 5. TEMPORARY BRUSH BARRIER WILL NOT BE MEASURED FOR SEPERATE PAYMENT

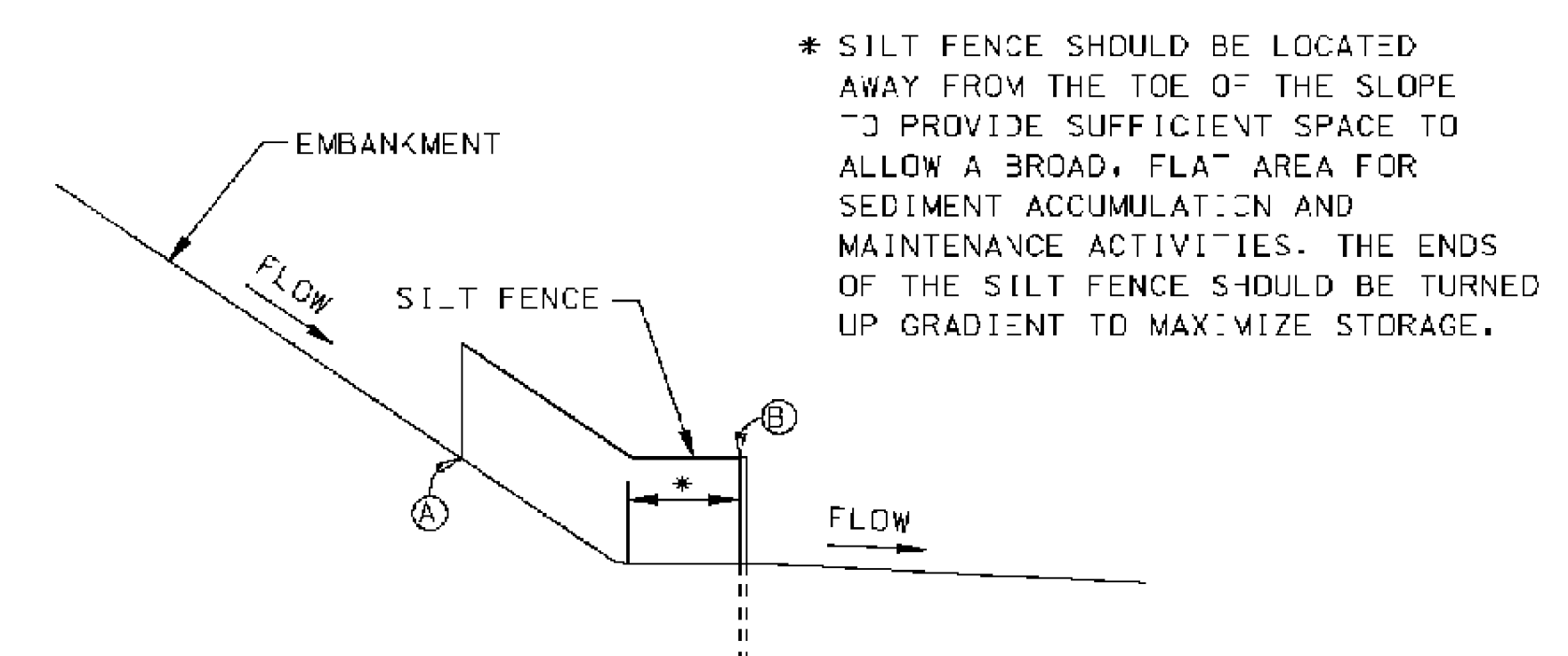


"J-HOOK" SILT FENCE APPLICATION



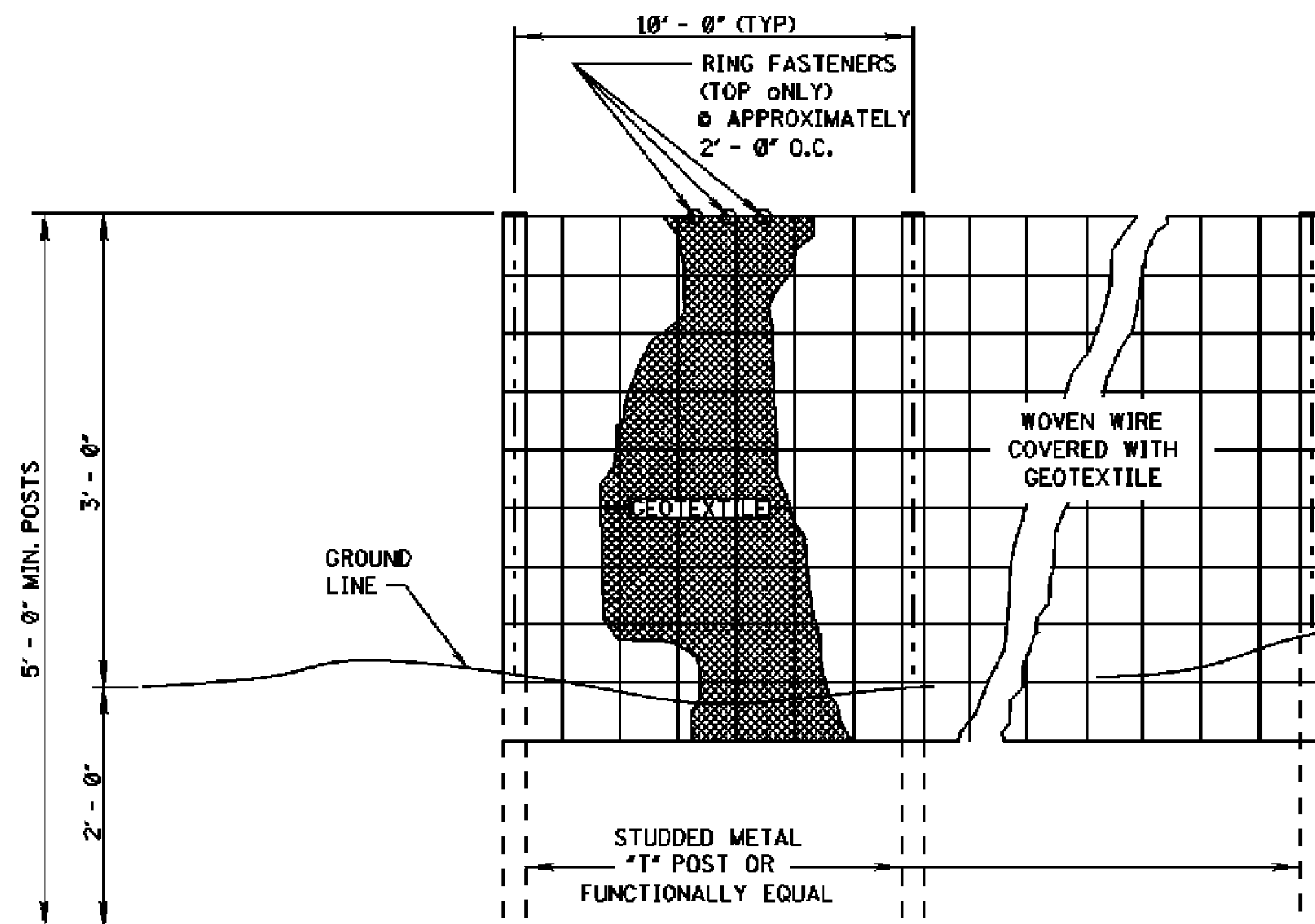
"SMILE-CONFIGURATION" SILT FENCE APPLICATION

- NOTE:
1. ANCHOR AND INSTALL SILT FENCE PER DETAILS SHOWN ON ECD-3

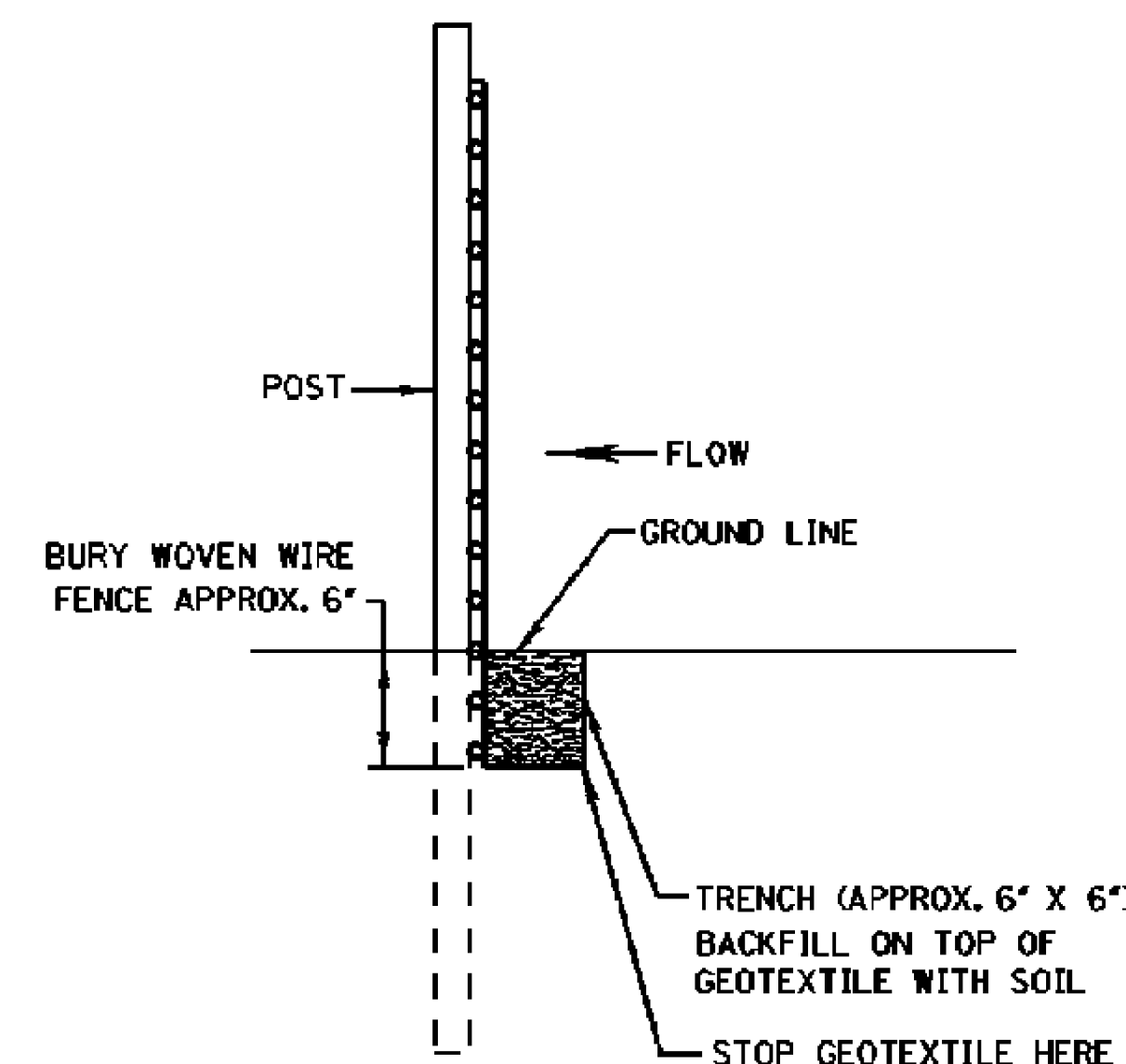


SILT FENCE SECTION AT TOE OF FILL

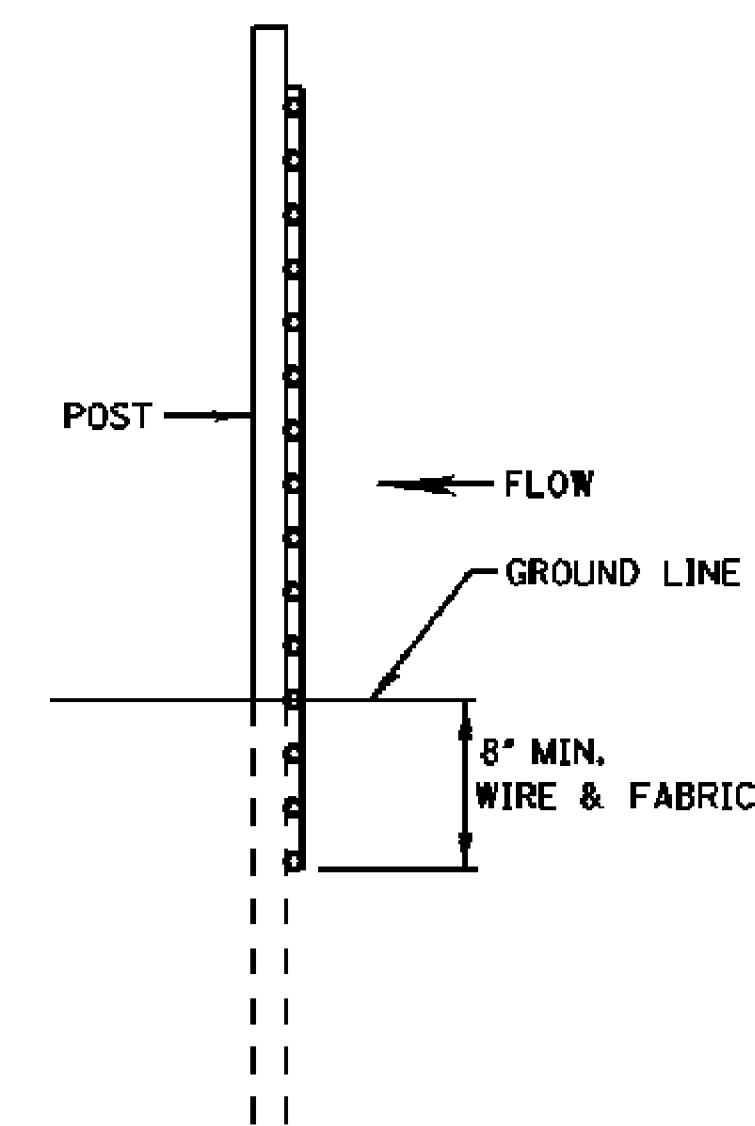
BY		MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
REVISION		DETAILS OF SEDIMENT BARRIER APPLICATIONS	
DATE	FILENAME: EROSION CONTROL\ECD-2.DGN	WORKING NUMBER	ECD-2
DESIGN TEAM	CHECKED	DATE	SHEET NUMBER 9



ELEVATION VIEW



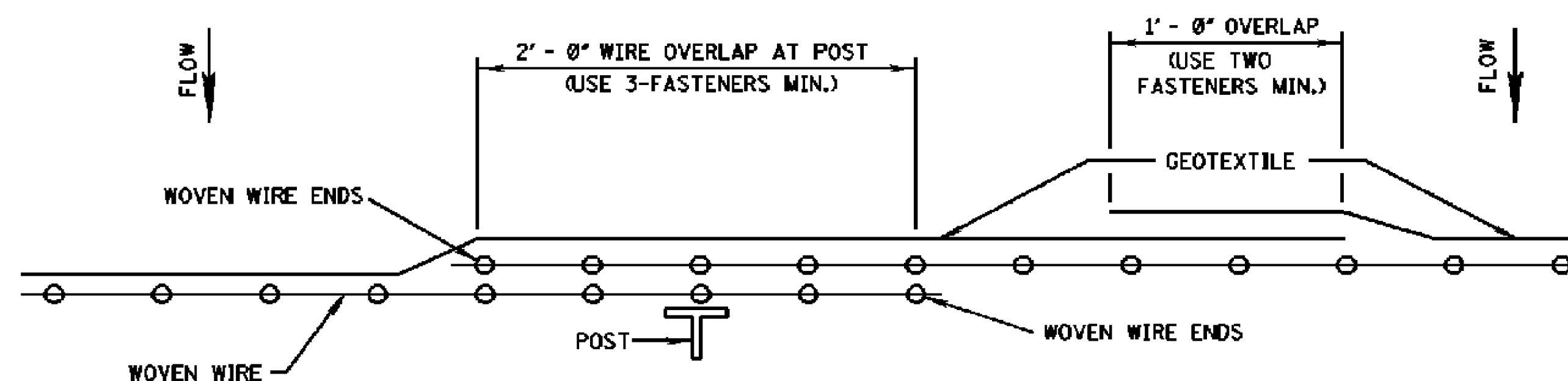
METHOD I



METHOD II
MECHANICAL INSTALLATION

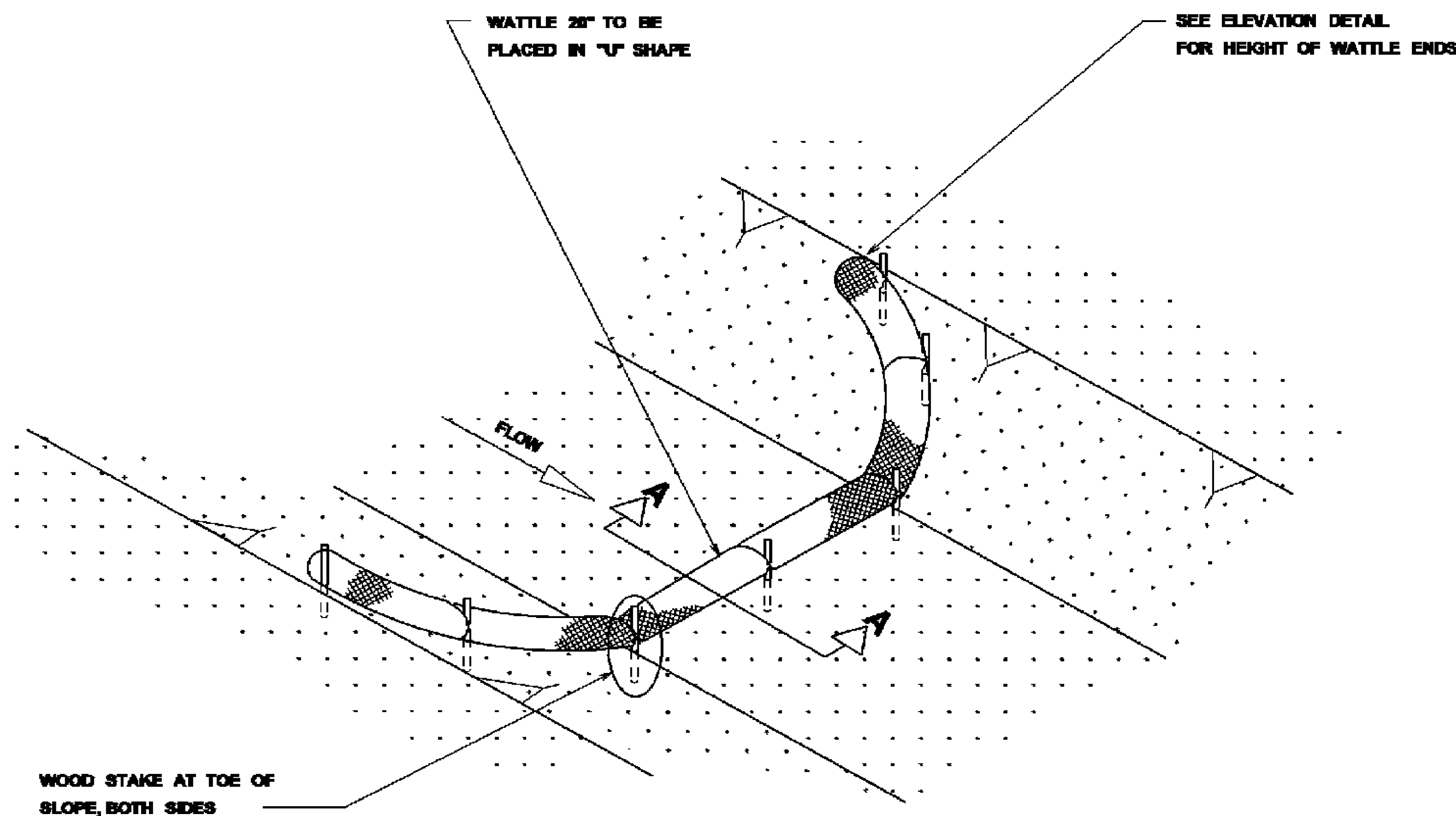
SIDE VIEW

- NOTES:
1. SILT FENCES SHALL BE USED IN AREAS WHERE FLOW IS NOT SEVERE.
 2. SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHALL BE ERECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STREAMS AND CHANNELS.
 3. SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR A BACK-UP FENCE IF FIRST FENCE BECOMES FULL.
 4. WHEREVER POSSIBLE SILT FENCE SHALL BE CONSTRUCTED ACROSS A LEVEL AREA IN THE SHAPE OF A SMILE. THIS AIDS IN PONDING OF RUNOFF AND FACILITATES SEDIMENTATION.
 5. THE CONTRACTOR MAY ELECT TO USE EITHER METHOD I OR METHOD II. COST TO BE LINEAR FEET OF SILT FENCE.
 6. METHOD II INSTALLATION SHALL BE ACCOMPLISHED USING AN IMPLEMENT THAT IS MANUFACTURED FOR THE APPLICATION AND PROVIDES A CONFIGURATION MEETING THE REQUIREMENTS OF THE DETAIL.
 7. WIRE SHALL BE MINIMUM OF 32" IN WIDTH AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
 8. GEOTEXTILE FABRIC MEETING THE TYPE II MATERIAL REQUIREMENTS AND INSTALLED ACCORDING TO SPECIFICATION MAY BE USED WITHOUT WIRE FENCE,

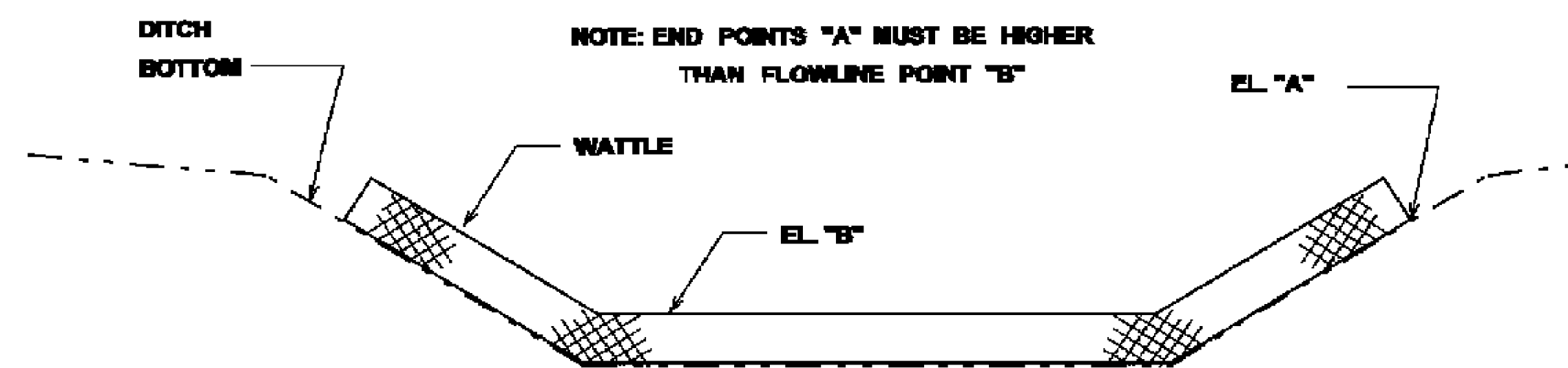


PLAN VIEW
REQUIRED LAPPING

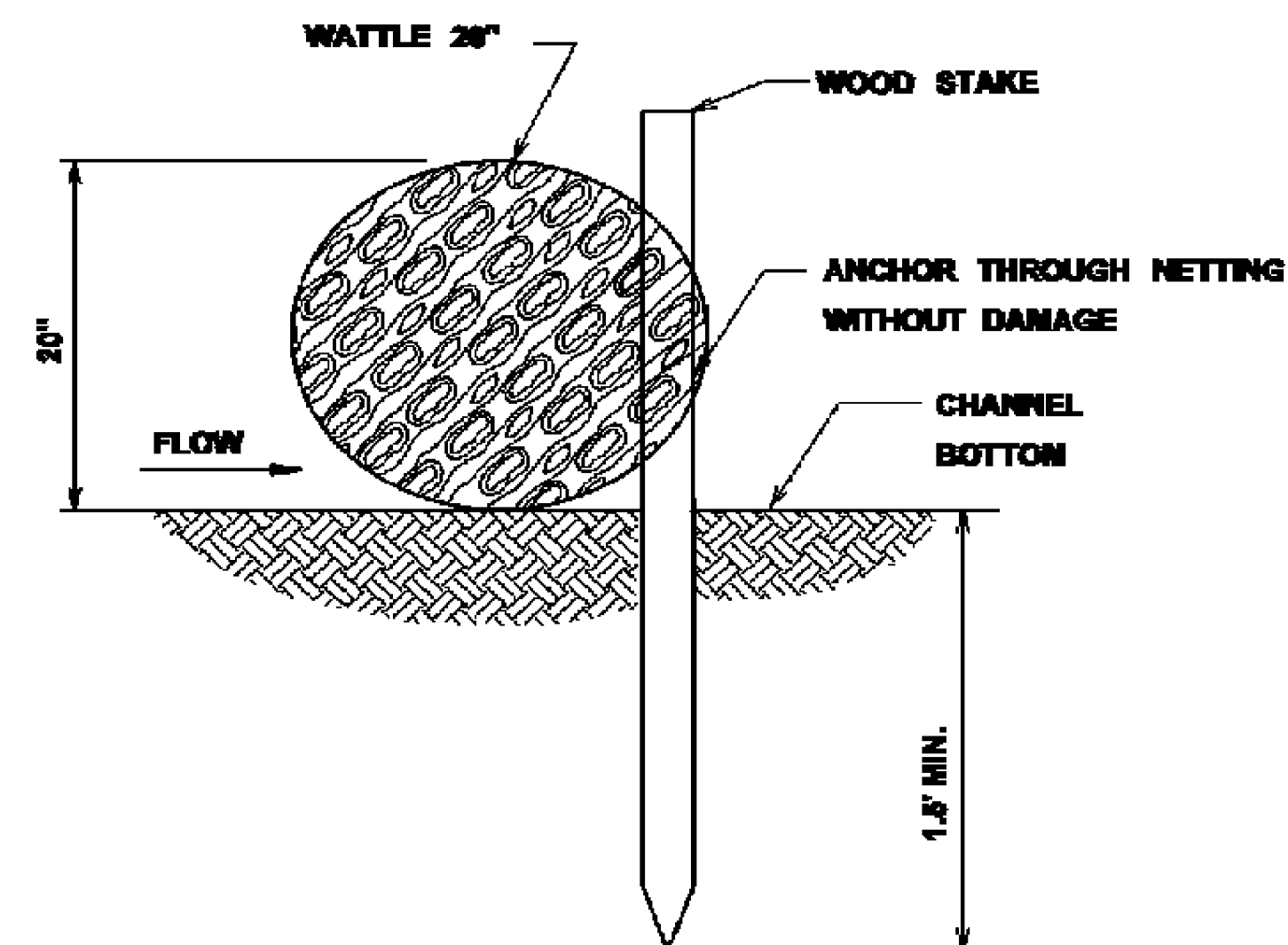
REVISION		MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
		DETAILS OF SILT FENCE INSTALLATION	
DATE	FILENAME: EROSION_CONTROL\ECD-3.DGN	WORKING NUMBER	ECD-3
DESIGN TEAM	CHECKED	DATE	SHEET NUMBER
			10



DETAIL (DITCH CHECK)



ELEVATION DETAIL



SECTION A-A

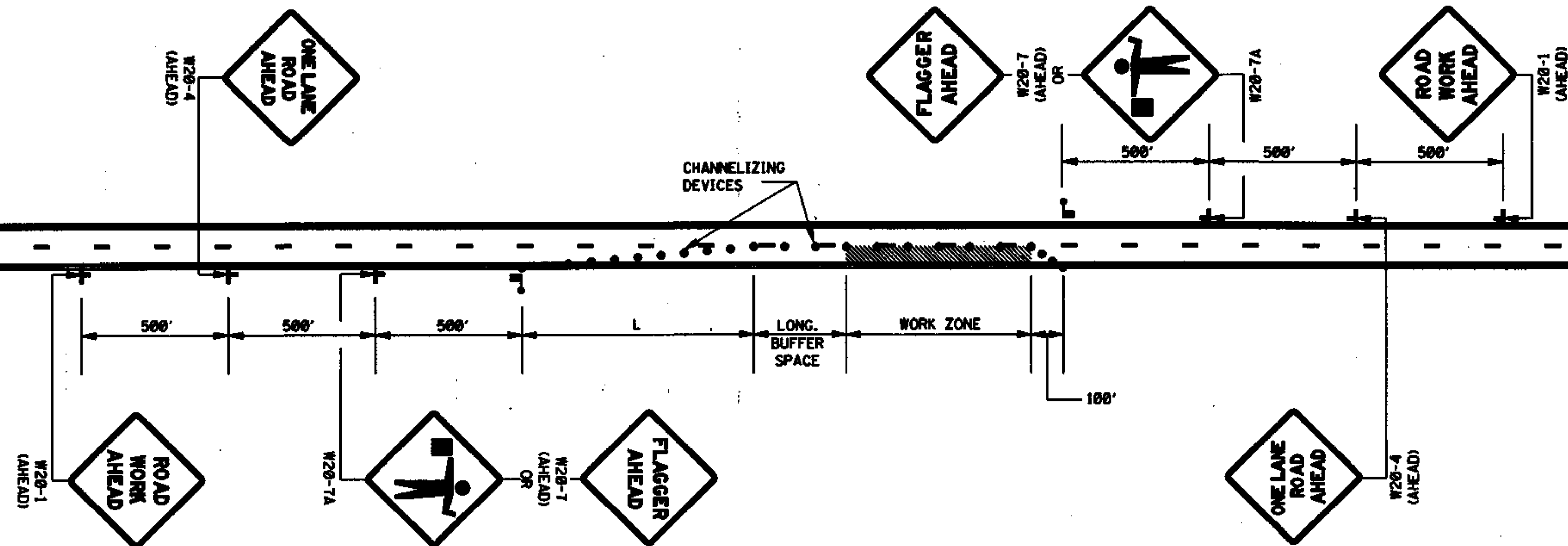
NOTES:

1. MINIMUM RECOMMENDED PLACEMENT INTERVAL BETWEEN WATTLE DITCH CHECK IS 100' UNLESS SHOWN OTHERWISE ON THE PLANS OR EROSION CONTROL PLAN APPROVED BY THE ENGINEER. SEE SPACING GUIDANCE ON ECD-4
2. ANCHORING WOOD STAKES SHALL BE SIZED, SPACED, DRIVEN, AND BE OF A MATERIAL THAT EFFECTIVELY SECURES THE CHECK. STAKE SPACING SHALL BE A MAXIMUM OF THREE FEET. ALL NON-DEGRADABLE MATERIALS SHALL BE REMOVED WHEN NO LONGER NEEDED.
3. TRENCHING OF WATTLES MAY BE NECESSARY IF PIPING BECOMES EVIDENT.
4. WATTLES SHOULD NOT BE USED IN HARD BOTTOM CHANNELS.

WATTLE DITCH CHECK SELECTION GUIDELINES

WATTLE DITCH CHECKS ARE APPROPRIATE FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.

BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION		
REVISION	DETAILS OF EROSION CONTROL WATTLE DITCH CHECK		
DATE	FILENAME:	EROSION CONTROL/ECD-6.DGN	WORKING NUMBER ECD-6
DESIGN TEAM	CHECKED	DATE	SHEET NUMBER 11



LEGEND

FLAGGER

CHANNELIZING DEVICES

GENERAL NOTES:

1. THE LOCATION OF CHANNELIZING DEVICES AND THE WORK AREA LAYOUT SHALL BE BASED ON THE CRITERIA IN THE FOLLOWING TABLE:

POSTED SPEED AND/OR DESIGN SPEED	MAXIMUM CHANNELIZING DEVICE SPACING (ft)		MINIMUM LONGITUDINAL BUFFER SPACE (ft)	TAPER + RATES
	TAPER	ALONG LANE LINE & WORK ZONE		
mph				
40	40	80	170	27:1
45	45	90	220	45:1
50	50	100	280	50:1
55	55	110	335	55:1
60	60	120	415	60:1
65	65	130	485	65:1
70	70	140	575	70:1

† NOTE: TAPER RATES ARE DETERMINED USING THE FOLLOWING EQUATIONS:
 $L = WS$ FOR SPEEDS OF 45 mph OR GREATER
 $L = WS^2/60$ FOR SPEEDS OF 40 mph OR LESS
 WHERE: L = MINIMUM LENGTH OF TAPER IN FEET
 W = WIDTH OF OFFSET (USUALLY LANE WIDTH) IN FEET
 S = DESIGN SPEED OR 85TH PERCENTILE SPEED IN MILES PER HOUR

2. ALL CHANNELIZING DEVICES SHALL BE A MINIMUM OF 24" IN HEIGHT.
3. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK IS TO BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.
4. DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 48" x 48".
5. WHEN THERE IS NO EXISTING HAZARD OR AT THE END OF THE WORK DAY, ALL SIGNS SHALL BE COVERED OR REMOVED AND ALL CHANNELIZING DEVICES SHALL BE MOVED TO THE SHOULDER EDGE.
6. WHERE THE WORK ZONE IS STATIONARY, THE W20-7 (500 FT.) SIGN OR THE W20-7A SIGN TOGETHER WITH THE W20-7 (500 FT.) SUPPLEMENTAL PLATE SHOULD BE USED TO INDICATE THE DISTANCE TO THE FLAGGER.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
ROADWAY DESIGN DIVISION	
STANDARD PLAN	
TRAFFIC CONTROL PLAN WITH FLAGGER (ONE-LANE CLOSURE OF TWO-WAY TRAFFIC)	
WORKING NUMBER	TCP-1
SHEET NUMBER	250
ISSUE DATE:	OCTOBER 1, 1998

**SPECIFICATIONS
and
CONTRACT DOCUMENTS**

for

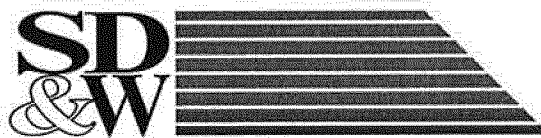
**WATER SYSTEM EXPANSION
on W.S.F. TATUM BOULEVARD
and BONHOMIE ROAD**

City of Hattiesburg

HATTIESBURG , MISSISSIPPI

FEBRUARY 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**

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ADVERTISEMENT for BIDS

NOTICE is hereby given that the Mayor and Council at the City of Hattiesburg, Mississippi, will receive sealed bids until **10:00 a.m. on March 29, 2012**, in the City Clerk's office at the City Hall of said city for furnishing the city's requirement for the following:

WATER SYSTEM EXPANSION
on W.S.F. TATUM BOULEVARD and BONHOMIE ROAD

CITY of HATTIESBURG, MISSISSIPPI

Plans, specifications and proposal forms may be obtained from Shows, Dearman & Waits, Inc., P. O. Box 1711, 301 Second Avenue, Hattiesburg, Mississippi, 39403, upon a non-refundable deposit of \$100.00. All bids must be accompanied by a bid security equal to five percent (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.

The successful bidder will be required to furnish a payment bond and performance bond written by a company licensed in Mississippi. The bonds will be in the amount equal to One Hundred Percent (100%) of the contract amount.

Each bid must be received in a sealed envelope which is marked in the lower left-hand corner EXACTLY as follows:

Bid:
WATER SYSTEM EXPANSION
on W.S.F. TATUM BOULEVARD and BONHOMIE ROAD

CITY of HATTIESBURG, MISSISSIPPI

BID OPENING TIME: 10:00 a.m.
DATE of BID OPENING: March 29, 2012

No bid may be withdrawn for a period of sixty (60) days. The owner reserves the right to reject any or all bids received and to waive informalities.

The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-14 of the Mississippi Code of 1972, annotated and amended, and other applicable state law; but the council reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the 21st day of February, A.D., 2012.

CITY of HATTIESBURG

BY: _____
Eddie Myers, City Clerk

Publish on 2-24 and 3-2
City of Hattiesburg
Return PROOF to City Clerk's Office
PO Box 1898
Hattiesburg, MS 39403-1898



INSTRUCTIONS to BIDDERS

- 1) Bids will be received by **CITY of HATTIESBURG** herein called the "OWNER," at **Office of City Clerk at the City Hall** until **10:00 a.m. on March 29, 2012**, and then at said office publicly opened and read aloud.
- 2) Each sealed envelope must be plainly marked on the outside as: **"BID for WATER SYSTEM EXPANSION on W.S.F. TATUM BOULEVARD and BONHOMIE ROAD"**
 - a) **Sealed Bids Hand Delivered:** The outside of the sealed bid envelope must bear the name of the bidder, bidder's complete address, "Certificate of Responsibility Number," and the name of the project for which the bid is submitted.
 - b) **Sealed Bids Mailed**
 - i) The outside of the sealed bid envelope must bear the name of the bidder, bidder's complete address, "Certificate of Responsibility Number," and the name of the project for which the bid is submitted.
 - ii) The sealed bid envelope (containing the bid) must then be enclosed in a carrier envelope addressed to the OWNER.
 - c) No bid will be opened, considered, or accepted unless the above stated information is given as specified.
- 3) When required by the OWNER, sufficient evidence must be submitted that said "Certificate of Responsibility" has been issued and is in effect at the time of receiving bids.
- 4) All bids must be made on the required bid form (enclosed). All spaces, including blank spaces, for bid prices must be completed in ink or typewritten and the bid form must be fully completed and executed when submitted. Only one copy of the bid form is required.
- 5) The contract will be awarded on the basis of the low base bid or low combination of base bid and those alternatives which 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 a bidder other than the low bidder when, in the OWNER'S judgment, it is in his best interest to do so. Three such reasons may be, but are not limited to: (1) bidder being in arrears on existing contracts; (2) bidder being in litigation with the OWNER; (3) bidder having defaulted on a previous contract. 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.
- 6) 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.

- 7) 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, submit a written request for an interpretation thereof to:

Shows, Dearman & Waits, Inc.
Consulting Engineers
301 2nd Ave
Hattiesburg MS 39401

- a) The written request for clarification must be received at least ten (10) days prior to the date fixed for opening of bids.
 - b) Any interpretation of the contract documents will be made by the "ADDENDA" duly issued to each person receiving a set of such documents not later than forty-eight (48) hours prior to the time of opening of bids, excluding weekends and legal holidays.
 - c) The OWNER will not be responsible for explanations or interpretations of proposed documents, except as issued in accordance herewith.
- 8) The OWNER shall provide to bidders prior to bidding all information that is pertinent to, delineates, and describes the land owned as well as rights-of-way acquired or to be acquired.
- 9) 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 contractor from fulfilling any of the conditions of the "Contract Agreement."
- 10) Each bid must be accompanied by a "Bid Bond" payable to the OWNER for five percent (5%) of the total amount of the bid. As soon as the bid prices have been compared, the OWNER will return all the said bonds except the bonds from the three (3) lowest responsive, responsible bidders. When the "Contract Agreement" is executed, the said 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 the "Bid Bond" will be returned to the successful bidder. A certified check may be used in lieu of a "Bid Bond."
- 11) A "Payment Bond," and "Performance Bond," each in the amount of one hundred percent (100%) of the contract price along with an owner-approved corporate surety that is listed on the US Treasury Department's most current list (Circular 570, as amended) will be required for the faithful performance of the contract.
- 12) Attorneys-in-fact who sign the "Bid Bond," "Payment Bond," and "Performance Bond" must file with each said bond a certified and effective-dated copy of their "Power of Attorney."
- 13) The party to whom the contract is awarded will be required to execute the "Contract Agreement" and obtain and submit the "Performance Bond," "Payment Bond," and "Certificate of Insurance" within ten (10) calendar days from the date when "Notice of Award" is delivered to the bidder. The "Notice of Award" shall be accompanied by the required "Contract Agreement" and said bond forms. In case of failure of the bidder to execute and submit the "Contract Agreement," "Performance Bond," "Payment

Bond,” and “Certificate of Insurance,” the OWNER may - at his option - determine the bidder to be in default, in which case the “Bid Bond” accompanying the proposal shall become the property of the OWNER.

- 14) The OWNER, within ten (10) calendar days of receipt of acceptable “Performance Bond,” “Payment Bond,” Certificate of Insurance,” and “Contract Agreement” signed by the party to whom the “Contract Agreement” was awarded, shall sign the “Contract Agreement” and return to such party an executed duplicate of the “Contract Agreement” and issue a “Notice to Proceed.” Should the OWNER not execute the “Contract Agreement” within such stated period, the bidder may by written notice withdraw his signed “Contract 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 stated 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 between OWNER and contractor, the contractor may terminate the “Contract Agreement” without further liability on the part of either party.
- 15) 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 “Contract Agreement” and to complete the work contemplated therein.
- 16) A conditional (or qualified) bid will not be accepted.
- 17) Award will be made to the lowest responsible, responsive bidder. (See herein paragraph 5.)
- 18) All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the stated project shall apply to the “Contract Agreement” throughout.
- 19) Each bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the contract documents. The failure or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from any obligation in respect to his bid.
- 20) 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.”
- 21) 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.
- 22) 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 (2) days after the scheduled bid opening or no consideration will be given the telegraphic modifications.

- 23) 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.

PROPOSAL FORM

I(we) agree to begin work within ten (10) calendar days after the issuance of the "Notice to Proceed," and to complete the work within 60 calendar days thereafter.

It is understood that the quantities of work listed for unit prices bid are approximate and are intended to merely indicate the general scope of the various items entering into the complete work. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the proposal to an extent equivalent to thirty percent (30%) of the bid price (in dollars) and that no change in the unit prices proposed shall be occasioned thereby.

The undersigned further agrees that the unit and lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the plans and specifications for which no specific pay items have been established.

The undersigned certifies that the bid prices contained herein have been carefully checked and are submitted as correct and final.

If within thirty (30) days of the scheduled closing time for receipt of bids, this proposal is accepted, the undersigned will execute a formal contract within 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 "Notice to Proceed."

Respectfully Submitted,

Name of Firm or Bidder

by: _____

Address

City/State/Zip



PROPOSAL (BID FORM)

WATER SYSTEM EXPANSION on W.S.F. TATUM BOULEVARD and BONHOMIE ROAD

CITY of HATTIESBURG

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1	Clearing and Grubbing	1	L.S.		
2	12" Ductile Iron Water Line, Class 350	6809	L.F.		
3	14" SDR-13 (Directional Bored) (Including Fittings)	100	L.F.		
4	20" Steel Casing (Open Cut)	110	L.F.		
5	20" Steel Casing (Bored)	140	L.F.		
6	Tie Proposed 12" D.I. to Existing 12" (Hot Tap w/ valve)	1	Each		
7	Tie Proposed 12" D.I. to Existing 12" (w/ Tee)	2	Each		
8	Tie Proposed 12" D.I. to Existing 6"	1	Each		
9	8" Gate Valve	1	Each		
10	12" Gate Valve	5	Each		
11	Pressure Relief Valve	1	Each		
12	3-Way Fire Hydrant, and Appurtenances	8	Each		
13	Mobilization	1	L.S.		
14	Grassing	1	L.S.		
15	Erosion Control	1	L.S.		
				BID TOTAL:	



BID BOND

KNOWN 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 _____, 20__.

The condition of the above obligation is such that whereas the PRINCIPAL has submitted to
_____ a certain bid, attached hereto and hereby made a part hereof,
to enter into a contract in writing for the WATER SYSTEM EXPANSION on W.S.F. TATUM
BOULEVARD and BONHOMIE ROAD project.

NOW, THEREFORE,

- a) If said bid shall be rejected, or
- b) If said bid shall be accepted and the PRINCIPAL shall execute and deliver a contract in the form of contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for his faithful performance of said contract and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void; otherwise, the same shall remain in force and effect; it being expressly understood and agreed that the liability of the SURETY for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The SURETY, for value received, hereby stipulates and agrees that the obligations of said SURETY and its bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such bid and said SURETY does hereby waive notice of any such extension.



IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

(Seal)

PRINCIPAL

(L.S.)

(Seal)

SURETY

by: _____

IMPORTANT NOTE: Surety companies executing bonds must appear on the US 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 _____, 20____, by and between the CITY of HATTIESBURG, 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:

ARTICLE 1 - Scope of Work

The CONTRACTOR agrees to furnish all tools, labor, equipment, materials, and supplies required to be furnished and perform all work required under an in accordance with the plans entitled:

WATER SYSTEM EXPANSION
on W.S.F. TATUM BOULEVARD and BONHOMIE ROAD
CITY of HATTIESBURG

which are on file at the office of the OWNER, and the Specifications, Proposals, General and Special Conditions attached hereto and made a part hereof as fully as though copied herein, under the direct supervision and to the entire satisfaction of the OWNER and in accordance with the laws of the State of Mississippi.

The term "Contract Documents" means and includes the following:

Advertisement for Bids	Notice of Award
Instructions to Bidders	Notice to Proceed
Bid	Change Order
Bid Bond	General Conditions
Contract Agreement	Supplemental General Conditions
Payment Bond	Technical Specifications
Performance Bond	Drawings

Addenda: No. _____. Dated: _____, 200____
No. _____. Dated: _____, 200____
No. _____. Dated: _____, 200____
No. _____. Dated: _____, 200____
No. _____. Dated: _____, 200____

ARTICLE 2 - The Contract Sum

It is further agreed and understood by and between the parties hereunto that the OWNER agrees to pay and the CONTRACTOR agrees to accept full and final compensation for all work done under this agreement, the lump sum



amount adjusted for variation of quantities at the unit prices named in the proposal, which is hereto attached, such payment to be made in lawful money of the United States at the time and in the manner hereinafter set forth.

ARTICLE 3 - Time of Completion

The CONTRACTOR agrees, for the consideration above expressed, to begin and complete the work within the time specified in the proposal. If the CONTRACTOR fails to complete the work in the time specified, he shall pay the OWNER as liquidated damages, ascertained and agreed, and not in the nature of a penalty, the sum of **Five Hundred Dollars (\$500.00)** for each day delayed, which shall be deducted from the final amount to be paid under the contract; provided that the extension of time with the waiver of liquidated damages may be granted as provided for in the Specifications.

ARTICLE 4 - Progress Payments

- 1) The owner agrees to make progress payments during the construction as provided herein as follows:
- 2) The Engineer will, on or before the tenth (10th) day of each month, make an estimate of the value of the work done based on contract prices.
- 3) The OWNER agrees to pay the CONTRACTOR one hundred percent (100%) of the value of the work done each month, less ten percent (10%) retainage until final acceptance of the work has been made.

ARTICLE 5 - Acceptance and Final Payment

- 1) Upon receipt of written notice that the work is ready for final acceptance and inspection, the Engineer shall promptly make such inspection and when he finds the work acceptable under the contract and the contract fully performed, he shall promptly issue a final certificate, over his own signature, stating the work provided for in the contract has been completed and is accepted by him under the terms and conditions thereof. Then, the entire balance shall be due the CONTRACTOR within thirty (30) days from the date of said final acceptance.
- 2) Before issuance of final certificate, the CONTRACTOR shall submit evidence satisfactory to the Engineer that all payrolls, materials, bills, and other indebtedness connected with the work have been paid.
- 3) The making and acceptance of the final payment shall constitute a waiver of all claims by the OWNER, other than those arising from unsettled liens, from faulty work or materials appearing within one (1) year after payment or claims previously made and still unsettled.
- 4) If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR and the Engineer so certifies, the OWNER shall, upon certificate of the Engineer and without terminating the contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE 6 - The Performance Bond

The CONTRACTOR agrees to furnish a bond with an approved surety, thereon guaranteeing the performance of this contract in no less than one hundred percent (100%) of the amount of the contract. Said bond shall be conditioned on full and complete performance of the contract and for the payment of all labor and materials for a period of one (1) year after completion. The surety on said bond shall be a surety company of financial resources satisfactory to the OWNER and authorized to do business in the State of Mississippi.

ARTICLE 7 - Insurance

The CONTRACTOR agrees to also carry public liability insurance, property damage insurance, and workman's compensation insurance in amounts as required by the specifications.

IN WITNESS WEHREOF, the parties hereto have executed this "Contract Agreement" the day and year first written above.

(Owner's Seal)

ATTEST by:

Name

Title

CITY of HATTIESBURG

OWNER

Johnny Dupree

Name

Mayor

Title

P. O. Box 1898

Address

Hattiesburg MS 39403-1898

City/State/Zip

(Contractor's Seal)

ATTEST by:

Name

Title

CONTRACTOR

Name

Title

Address (*Please print*)

City/State/Zip



PAYMENT BOND

KNOWN ALL MEN BY THESE PRESENTS: that

Contractor

Contractor's Address

a

(Corporation, Partnership, Individual)

City/State/Zip

hereinafter called "**PRINCIPAL**," and

SURETY

SURETY's Address

City/State/Zip

hereinafter called "**SURETY**," are held and firmly bound unto

CITY of HATTIESBURG
OWNER

P O Box 1898
OWNER's Address

Hattiesburg MS 39403-1898
City/State/Zip

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:

WATER SYSTEM EXPANSION
on W.S.F. TATUM BOULEVARD and BONHOMIE ROAD

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 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
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 PRINCIPAL shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, said PRINCIPAL and SURETY have hereunto set their hands and seals at _____ this the ____ day of _____, 20__.

(PRINCIPAL's Seal)

ATTEST by:

Name

(PRINCIPAL) Secretary;
Witness as to PRINCIPAL

Address

City/State/Zip

PRINCIPAL

Authorized Representative
Executing for PRINCIPAL

Title

(SURETY's Seal)

ATTEST by:

Name

Title

Witness as to SURETY

Address

City/State/Zip

SURETY

Authorized Person Executing
For SURETY

Title

NOTE: Date of bond must not be prior to the date of the contract agreement. If PRINCIPAL is a partnership, all partners should execute the bond.

IMPORTANT NOTE: SURETY companies executing bonds must appear on the US Treasury Department's most current list (Circular C570, as amended) and be authorized to transact business in the state where the project is located.



PERFORMANCE BOND

KNOWN ALL MEN BY THESE PRESENTS: that

Contractor

Contractor's Address

a

(Corporation, Partnership, Individual)

City/State/Zip

hereinafter called "**PRINCIPAL**," and

SURETY

SURETY's Address

City/State/Zip

hereinafter called "**SURETY**," are held and firmly bound unto

CITY of HATTIESBURG

OWNER

P. O. Box 1898

OWNER's Address

Hattiesburg MS 39403-1898

City/State/Zip

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:

WATER SYSTEM EXPANSION
on W.S.F. TATUM BOULEVARD and BONHOMIE ROAD

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 PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages that 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 PRINCIPAL shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, said PRINCIPAL and SURETY have hereunto set their hands and seals at _____ this the _____ day of _____, 20__.

(PRINCIPAL's Seal)

ATTEST by:

Name

(PRINCIPAL) Secretary;
Witness as to PRINCIPAL

Address

City/State/Zip

PRINCIPAL

Authorized Person Executing
for PRINCIPAL

Title

(SURETY's Seal)

ATTEST by:

SURETY

Name

Authorized Person Executing
For SURETY

Title

Title

Witness as to SURETY

Address

City/State/Zip

NOTE: Date of bond must not be prior to the date of the contract agreement. If PRINCIPAL is a partnership, all partners should execute the bond.

IMPORTANT NOTE: *SURETY companies executing bonds must appear on the US Treasury Department's most current list (Circular C570, as amended) and be authorized to transact business in the state where the project is located.*

NOTICE of AWARD



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., R.L.S.
KYLE D. WALLACE, P.E.
SHEA E. MCNEASE, P.E.
ERIC F. LANG, E.I.
JOHN T. WEEKS, E.I.

PAUL J. SHOWS (1996)

TO: _____

Project Description:

WATER SYSTEM EXPANSION on W.S.F. TATUM BOULEVARD and BONHOMIE ROAD

The owner has considered the bid submitted by you for the above described work in response to his/its "Advertisement for Bids" dated _____, 20____, and "Instructions to Bidders." You are hereby notified that your bid has been accepted for items in the amount of _____ (\$_____).

You are required by the "Instructions to Bidders" to execute the "Contract Agreement" and furnish the required contractor's "Payment Bond and Performance Bond" and certificates of insurance within ten (10) calendar days from the date of this Notice to you. (See "Contract Documents.")

If you fail to execute said "Contract Agreement" and to furnish said bonds and certificates 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. The owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this "Notice of Award" to the owner.

Dated this _____ day of _____, 20____.

CITY of HATTIESBURG
OWNER

by: _____

Johnny Dupree

Mayor
Title

ACCEPTANCE of NOTICE

Receipt of the above "Notice of Award" is acknowledged by: _____

Contractor Authorized Signee

This the _____ day of _____, 20____.

Print Name

Title



NOTICE to PROCEED



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., R.L.S.
KYLE D. WALLACE, P.E.
SHEA E. McNEASE, P.E.
ERIC F. LANG, E.I.
JOHN T. WEEKS, E.I.

PAUL J. SHOWS (1996)

TO: _____

Project Description: WATER EXPANSION SYSTEM on W.S.F. TATUM BOULEVARD and BONHOMIE ROAD

In accordance with the "Contract Agreement" dated _____, 20__:

- 1) You are hereby notified to commence stated project work on or before _____, 20__.
- 2) You are to complete the stated project work within ____ consecutive calendar days thereafter.
- 3) The date of completion of all stated project work is therefore _____, 20__.

Dated this _____ day of _____, 20__.

CITY of HATTIESBURG
OWNER

by: _____
Johnny DuPree

Mayor
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 I

DEFINITIONS

Wherever used in these "General Conditions" or in the other contract documents, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof:

Acceptance: 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, which 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 and/or interpret any or all part thereof of the contract documents, drawings and specifications by addition, deletions, clarifications, and/or corrections.

Application for Payment: The form furnished by the engineer, which is to be used by the contractor in requesting progress payments. The "Application for Payment" form is submitted along with an affidavit by the contractor that progress payments theretofore received from the owner on account for completed work have been applied by the contractor to discharge in full all of the contractor's obligations stated in prior "Application(s) for Payment."

Approval: Accepts 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 contractor's surety in accordance with the contract documents and in accordance with the law of the place/location of the project.

Change Order: A written order to the contractor signed by the owner authorizing an addition to, deletion of, or revision in the work, or an adjustment in the contract price or the contract time issued after execution of the agreement.

Contract Documents: "Advertisement for Bids; Instructions for Bidders; Contractor's Bid; Bid Bond; Contract Agreement; General Conditions; Supplemental General Conditions; Technical Specifications; Payment Bond; Performance Bond; Notice of Award; Notice to Proceed; Change Order, and Drawings."

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 individual who is authorized to sign the contract documents on behalf of the owner's governing body. The contracting officer is also known as the "Owner's Recipient."

Contractor: The person, firm, or corporation with whom/which the owner has executed the agreement.

Day: A calendar day of twenty-four hours measured from midnight to the next midnight.

Drawings: The drawings that show the character and scope of the work to be performed that 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 herein **Article 9**, paragraph 3 or orders minor changes in the work in accordance with herein **Article 10**, paragraph 2.

He, His, and Him: These are general pronouns that shall represent both male and female genders.

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 herein **Article 9**, paragraph 3, or (d) a written order for a minor change or alteration in the work issued by the engineer pursuant to herein **Article 10**, paragraph 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 the bidder 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 the contractor shall start to perform said contractor's obligations under the contract documents.

Owner: A public body or authority, corporation, association, partnership, or individual for which/whom the work is to be performed.

Project: The entire construction to be performed as provided in the contract documents.

Resident 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 that 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: Substantial completion may be granted for all or portions of the work prior to final completion and stopping of contract time. Substantial completion is defined as the date when the construction is sufficiently completed in accordance with the contract documents so that the project or specified part of the project can be utilized for the purpose for which it was intended. The contract provides that the retainer may be reduced for that portion of the work for which substantial completion is granted, but the granting of substantial completion will not stop contract time or liquidated damages.

Supplemental General Conditions: Certain conditions of this contract required by the State of Mississippi, Department of Environmental Quality and by federal laws, executive orders, and regulations on projects funded by the state revolving fund loan program.

Supplier: An individual who and/or firm, corporation, or other organization that supplies materials or equipment for the work - including that which is fabricated to a special design, but does not perform labor at the site.

Special Conditions: Special conditions refer only to the work under this contract when included as a part of the contract documents.

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" or "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

- 1) **Award:** The award of the contract, if it is awarded, will be to the lowest responsive, responsible 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 forms. 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.
- 2) **Execution of Agreement:** At least three counterparts of the agreement and such other contract documents will be executed and delivered by the contractor to the owner within ten (10) calendar days of receipt from the owner.
- 3) **Forfeiture of Bid Security:** Failure of the successful bidder to execute and deliver the agreement and deliver the required bonds as stipulated herein in Article 2, paragraph 2 shall be just cause for the owner to annul the "Notice of Award" and declare the bid and any security therefore forfeited.
- 4) **Contractor's Pre-Start Representations:** 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 with all local conditions and 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.

- 5) **Commencement of Contract Time:** The contract time will commence to run no more than fifteen (15) days after issuance of the "Notice to Proceed."
- 6) **Starting the Project:** 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.
- 7) **Before Starting Construction:** Before undertaking each part of the work, the contractor shall carefully study and compare the contract documents and check and verify pertinent figures shown thereon and all applicable field measurements. The contractor shall at once report in writing to the engineer any conflict, error or discrepancy which he may discover; however, the contractor shall not be liable to the owner or engineer for contractor's failure to discover any conflict, error, or discrepancy in the drawings or specifications.
- 8) **Schedule of Completion:** Within ten (10) days after delivery of the "Notice to Proceed" by the owner to the contractor, the contractor shall submit to the 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 herein **Article 6**, paragraphs 22 through 26.) The engineer shall review and return said progress schedule or require revisions thereto within fourteen (14) days of its submittal. The responsibility for coordinating the work of all contractors shall be as provided in the special conditions if there is more than one contractor involved in a project.
- 9) **Preconstruction Conference:** Prior to starting the work at the site, a preconstruction conference will be held to review the above mentioned schedules to establish procedures for handling shop drawings and other submissions, 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 owner's representative, the engineer, resident project representatives, contractor, and contractor's superintendent.
- 10) **Qualification of Subcontractors, Material-Men, and Suppliers**
 - a) 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 materials or equipment) proposed for those portions of the work to which the identity of the subcontractors and other persons and organizations must be submitted as specified in the contract documents.
 - b) Within thirty (30) working days after receiving said 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 said list. The failure of the owner or the engineer to make objection to any subcontractor, person, or organization on said list within thirty (30) 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 any work, material, or equipment not in conformance with the requirements of the contract documents.

ARTICLE 3

CORRELATION, INTERPRETATION and INTENT of CONTRACT DOCUMENTS

- 1) **Intent:** 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. The contract documents may be altered only by a modification.
- 2) **Binding of Contract Documents:** The contract documents are complementary; what is called for by one is as binding as if called for by all. If the contractor finds a conflict, error, or discrepancy in the contract documents, contractor shall call it to the engineer's attention in writing at once and before proceeding with the work affected thereby; however, contractor shall not be liable to owner or engineer for contractor's 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: supplemental general conditions; agreement modifications; addenda; special conditions; information to bidders; general conditions; technical specifications, and drawings. If the requirements of other contract documents are more stringent than of the supplemental general conditions, the more stringent requirements shall apply.
- 3) **Similar Words Interpretation:** The words "furnish," "required," "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."
- 4) **Miscellaneous Items and Accessories:** Miscellaneous items and accessories that are not specifically mentioned that 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.
- 5) **Coordination of Work:** 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 the work shall be installed or erected in accordance with the best practices of the particular trade.
- 6) **Manufacturer's Literature and Agency/Organization Codes:** 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, 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.
- 7) **Brand Names:** Brand names, where used in the technical specifications, are intended to denote the standard of quality required for the particular material or product. 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 suitable for the same use and capable of performing the same function in the opinion of the engineer as the material or product so specified. It shall be understood by all bidders that "or equal" products may be used for all brands specified unless specifically noted otherwise. Proposed equivalent items must be approved by the engineer before they are purchased or incorporated in the work. (When a brand name, catalog number, model number, or other identification is used without the phrase "or equal," the contractor shall assume the phrase "or equal.")

ARTICLE 4

AVAILABILITY OF LANDS; SUBSURFACE CONDITIONS; REFERENCE POINTS

- 1) **Availability of Land:** The owner will furnish, as indicated in the 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 the 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.
- 2) **Surveys and Test:** The owner will, upon request, furnish to the bidder(s) copies of all available boundary surveys and subsurface tests at no cost.
- 3) **Subsurface Conditions:** The contractor acknowledges that he has investigated conditions prior to bidding and is satisfied with said 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 ground, and 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 said contractor prior to receipt of bids. Any failure by the contractor to acquaint himself with the available information will not relieve said contractor 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.
- 4) **Differing Site Conditions**
 - 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 and/or 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; provided, however, the time prescribed thereof may be extended by the owner.
 - 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

- 1) **Performance and Payment Bonds:** The contractor's attention is directed to the instructions for bidders, the performance bond, and the payment bond as contained in the contract documents.
- 2) **Contractor's Liability Insurance:** The contractor shall provide the owner with insurance certificates certifying that all required liability 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.
- 3) **Sublet Work:** 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 the contractor will require the subcontractor(s) to furnish to contractor insurance certificates similar to those required by the owner in above listed paragraph 2.
- 4) **Owner's Liability Insurance:** The owner will be responsible for purchasing and maintaining owner's 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.
- 5) **Fire and Extended Coverage Insurance (Builders' Risk):** The contractor shall maintain, as applicable, with an insurance company or insurance companies acceptable to the owner, fire, extended coverage, and vandalism and 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 be at all times 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.
- 6) **Flood Insurance:** The contractor shall maintain, as applicable, with an insurance company or insurance companies acceptable to the owner, any flood insurance made available under the US National Flood Insurance Act of 1968, as amended. This requirement applies only to insurable improvements with a value in excess of ten thousand dollars (\$10,000.00 USD) located inside the boundaries of a special flood hazard area delineated on a flood hazard boundary map or flood insurance rate map which has been issued by the Department of Housing and Urban Development and the Federal Insurance Administration. The insurance shall be in an amount at least equal to the total eligible project costs located within the flood hazard area, or to the maximum limit of coverage made available under the National Flood Insurance Act of 1968, as amended, whichever is less, for the entire life of the contract.
- 7) **Evidence of Insurance:** 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.
- 8) **Cancellation and Re-Insurance:** 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

- 1) **Supervision and Superintendence:** The contractor will supervise and direct the work. The contractor 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 office).
- 2) **Labor, Materials, and Equipment:** The contractor will provide competent, suitable, qualified personnel to survey and lay-out the work and perform construction as required by the contract documents. Contractor will at all times maintain good discipline and order at the site.
- 3) **Contractor to Furnish:** The contractor will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water, sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation, and completion of the work.
- 4) **Condition of Materials and Equipment:** 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.
- 5) **Materials and Equipment Specifications:** 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.
- 6) **Materials, Equipment, Products, and Substitutions**
 - a) 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 contractor to determine said materials, equipment or products acceptability and obtain engineer's approval within ninety (90) calendar days after award of contract unless otherwise stipulated in the special conditions. No request for payment for "or equal" equipment will be approved until this list has been received and approved by the engineer.
 - b) Whenever a material, article, or piece of equipment is identified on the drawings or specifications by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance of 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 name or catalogue 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 changes 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.
 - c) No substitute shall be ordered or installed without the written approval of the engineer, who shall be the judge of equality.

- d) Delay caused by obtaining approvals for substitute materials will not be considered justifiable grounds for an extension of construction time.
- e) Should any work or materials, equipment, or products not conform to requirements of the drawings and specifications or become damaged during the progress 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 herein **Article 7**, paragraph 10.)
- f) No materials or supplies for the work shall be purchased by the contractor or by a 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.
- 7) **Concerning Subcontractors:** The contractor will not employ any subcontractor, other person, or organization of the types referred to in herein **Article 2**, paragraph 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 contractor 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 there is good cause for doing so.
- 8) **Contractor's Responsibility for (Direct and Indirect) Personnel:** 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 contractor 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.
- 9) **Drawings Disassociation of Work Delegation:** 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.
- 10) **Binding Subcontractors to Contract:** The contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of the contract documents for the benefit of the owner.
- 11) **Contractor and Subcontractor Agreement:** All work performed for the contractor by a subcontractor shall be pursuant to an appropriate agreement between the contractor and the subcontractor.
- 12) **Contractor's Responsibility When Delegating Work**
- a) The contractor shall be responsible for the coordination of the trades, subcontractors, and material-men engaged upon contractor's work.
- b) 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 to terminating any subcontract that the owner may exercise over the contractor under any provisions of the contract documents.
- c) The owner or engineer will not undertake to settle any differences between the contractor and his subcontractors or between subcontractors.

- d) The subcontractor shall be replaced if and when directed in writing if, in the opinion of the engineer, any subcontractor on the project proves to be incompetent or otherwise unsatisfactory.
- 13) **Patent Fees and Royalties:** The contractor will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process, or device that is the subject of patent rights or copyrights held by others. He will indemnify and hold harmless the owner and the engineer and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorney's 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.
- 14) **Patent Rights and Royalties:** The contractor shall be responsible for determining the application of patent rights and royalties on materials, appliances, articles, and/or systems prior to bidding. However, he shall not be responsible for such determination on systems that do not involve purchase by him of materials, appliances, and articles.
- 15) **Permits:** The contractor will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary that are applicable at the time of his bid for the prosecution of the work. There will be no charges to the contractor when such charges are normally made by the owner and when so stated in the special conditions. The owner shall assist the contractor, when necessary, in obtaining such permits and licenses. The contractor will also pay all public utility charges.
- 16) **Laws and Regulations:** 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.
- 17) **Taxes:** Cost of all sales and other taxes for which the contractor is liable under the terms of the contract shall be included in the contract price stated by the contractor.
- 18) **Record Drawings:** 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 complete drawings 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.
- 19) **Safety and Protection:** The contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to
- a) all employees on the work job and other persons who may be affected thereby;
 - b) all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and
 - c) 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.
- 20) **Preventative Measures:** 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.

- 21) **Emergencies:** 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 herein in **Articles 11 and 12.**
- 22) **Shop Drawings and Samples:** After checking and verifying all field measurements, the contractor will submit to the engineer for review copies (or at the engineer's option, one reproducible copy) of all shop drawings in accordance with the accepted schedule of shop drawing submissions (see herein **Article 2**, paragraph 8), 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.
- 23) **Submittal of Samples:** 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 and pertinent catalog numbers, and the use for which intended.
- 24) **Drawing or Sample Deviations from Contract:** At the time of each submission, the contractor will, in writing, bring to the engineer's attention any deviations that the shop drawings or sample may have from the requirements of the contract documents.
- 25) **Engineer's Review of Submitted Drawings and Samples:** 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 drawing or sample shall constitute a representation 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 drawing or sample with the requirements of the work and the contract documents.
- 26) **Commencement of Work of Submission(s):** No work requiring a shop drawing or sample submission shall be commenced until the submission has been reviewed and approved 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.
- 27) **Contractor's Responsibility of Submission(s):** The engineer's review of shop drawings or samples shall neither 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 omissions in the shop drawings.
- 28) **Site Clean-Up:** 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, that has been disturbed or damaged during the prosecution of the work, and shall leave the whole in a neat and presentable condition.

- 29) **Building Clean-Up:** 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., from the building 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:
- a) remove putty stains and paint from and wash and polish all glass. Do not scratch or otherwise damage glass.
 - b) remove all marks, stains, fingerprints and other soil and dirt from painted, stained, and decorated work.
 - c) remove all temporary protections and clean and polish floors.
 - d) clean and polish all hardware for all trades; this shall include removal of all stains, dust, dirt, paint, etc.
- 30) **General Clean-Up:** 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.
- 31) **Public Convenience and Safety:** 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.
- 32) **Sanitary Provisions:** The general contractor shall furnish necessary toilet conveniences secluded from public observation for use of all personnel on the work site, 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. The general contractor shall commit no public nuisance. Temporary sanitary facilities shall be removed upon completion of the work and the premises shall be left clean.
- 33) **Indemnification:** 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 attorney's fees arising out of or resulting from the performance of work, provided that any such claim, damage, loss or expense is (a) 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) 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.
- 34) **Claims Against Owner or Engineer:** In any and all claims against the owner or the engineer or any of their agents or employees, by an 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 herein Article 6, paragraph 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 employees benefit acts.
- 35) **Contractor's Liability Obligations:** The obligations of the contractor under herein Article 6, paragraph 34 shall not extend to the liability of the engineer's negligent acts, errors, or omissions or those of his employees or agents.

- 36) **Responsibility for Connecting to Existing Work:** 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.
- 37) **Work in Street, Highway, and Other Rights-of-Way:** 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 federal, state, and local laws. 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.
- a) The owner will cooperate with the contractor in obtaining action from any utilities or public authorities involved in the above requirements.
 - b) The engineer shall be responsible for obtaining elevations of curbs and gutters, pavements, storm drainage structures, and other such items 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.
 - i) Any variation from the requirements of paragraph 37(b) above shall be stated in the "Special Conditions."
- 38) **Cooperation with Governmental Departments, Public Utilities, Etc.:** The contractor 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 structures connected therewith that are encountered in the work so 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.
- a) 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.
 - b) The contractor shall have made himself familiar with all codes, laws, ordinances, and regulations that 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.
- 39) **Use of Premises:** The 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 the site.
- a) 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.
 - b) Contractor shall enforce owner's instructions in connection with signs, advertisements, fires, and smoking.
 - c) 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.

- 40) **Protection of Existing Property Improvements:** Any existing surface or subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings or structures (including portions thereof), and/or 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.
- 41) **Temporary Heat:** 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 stated 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

- 1) **Additional Related Work:** The owner may perform additional work related to the project by himself, or he may let other direct contracts thereof that shall contain general conditions similar to these herein. 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.
- 2) **Report of Defects or Deficiencies:** If any part of the contractor's work depends on 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.
- 3) **Altering the Work of Others:** 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.
- 4) **Prior Written Notice of Additional Work:** 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 as provided herein in **Articles 11 and 12**.
- 5) **Contractor's Allowance for Work of Others:** 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.
- 6) **Necessary Alterations Not Built by General Contractor:** 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) **Contractors Sharing of the Work Site:** 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.
- 8) **Monitoring Contractors Work:** 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 for proper coordination of his own work.
- 9) **Contractor's Progress of Work Notice(s):** Each contractor shall give notice(s) 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 notice(s) 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 (a) to the engineer with copies to other prime contractors on the project, and (b) sufficiently ahead of job progress to permit adequate time for the other prime contractors to coordinate their work.
- 10) **Notice Negligence and Other Liability:** The cost of extra work resulting from lack of notices, untimely notices, and 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

- 1) **Communication:** The owner will issue all communications to the contractor through the engineer.
- 2) **Engineer's Termination:** In case of termination of the employment of the engineer, the owner will appoint an engineer against whom the contractor makes no reasonable objection and 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.
- 3) **Prompt Payments to Contractor:** The owner will promptly furnish the data required of him under the contract documents and shall promptly make payments to the contractor after they are due as provided herein in **Article 14**.
- 4) **Owner's Duties:** Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth herein in **Article 4**. **Article 4**, paragraph 2 refers to the owner 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 has been relied upon by the engineer in preparing the drawings and specifications.
- 5) **Owner's Liability Responsibilities:** The owner's responsibilities in respect of liability and property insurance are set forth herein in **Article 5**, paragraph 4.
- 6) **Owner's Right to Request Changes:** In addition to owner's rights to request changes in the work in accordance with herein **Article 10**, the owner (especially in certain instances as provided in **Article 10**, paragraph 4) will be obligated to execute change orders.
- 7) **Owner's Right to Stop or Suspend Work:** In connection with the owner's right to stop or suspend work, see herein **Article 15**, paragraph 1. **Article 15**, paragraph 3 deals with the owner's right to terminate services of the contractor under certain circumstances.

- 8) **Owner's Use of Completed or Partially Completed Work:** 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.
- 9) **Other Owner's Responsibility:** Owner's responsibility in respect of certain inspections, tests, and approvals is set forth herein in **Article 9**.

ARTICLE 9

ENGINEER'S STATUS DURING CONSTRUCTION

- 1) **Owner's Representative:** 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 herein in **Articles 1 through 17** of these "General Conditions" and shall not be extended without written consent of the owner and the engineer.
- a) The engineer's decision in matters relating to aesthetics shall be final if within the terms of the contract documents.
- b) 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.
- 2) **Visits to Site:** 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. The engineer will not be required to make continuous on-site observations to check the quality or quantity of the work. The engineer's 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.
- 3) **Clarifications and Interpretations:** The engineer will issue with reasonable promptness such written clarifications 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 thereof as provided herein in **Articles 11 and 12**.
- 4) **Measurement of Quantities:** 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.
- 5) **Rejecting Defective Work:** 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, does not conform to the requirements of the contract documents, does not meet the requirements of any inspection, test, or approval referred to in the special conditions, or has been damaged prior to final acceptance). The

engineer will also have authority to require special inspection or testing of the work as provided in the special conditions, whether or not the work is fabricated, installed, or completed.

- 6) **Shop Drawings, Change Orders, and Payments:** In connection with the engineer's responsibility as to shop drawings and samples, see herein **Article 6**, paragraphs 25 through 27, inclusively.
- 7) **Engineer's Responsibility for Change Orders:** In connection with the engineer's responsibility for change orders, see herein **Articles 10, 11, and 12**.
- 8) **Engineer's Responsibility Regarding Application for Payment:** In connection with the engineer's responsibilities in respect of "Application for Payment," etc., see herein **Article 14**.
- 9) **Resident Project Representative:** 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.
- 10) **Decisions on Disagreements:** 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.
- 11) **Right to Request Arbitration:** 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 that have been waived by the making or acceptance of final payment as provided herein in **Article 14**, paragraph 11, and such arbitration is to be in accordance with herein **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 the engineer 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 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.
- 12) **Limitations of Engineer's Responsibilities to Contractor and Others:** Neither the engineer's authority to act under this herein **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.
- 13) **Engineer's Limitations of Responsibility:** 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.
- 14) **Engineer's Limitations of Responsibility for Omissions:** 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 persons performing any of the work.

ARTICLE 10

CHANGES IN WORK

- 1) **Owner's Right to Initiate Change Orders:** 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 herein in **Article 11** or **Article 12**. A change order signed by the contractor indicates his agreement therewith.
- 2) **Authorization of Minor Changes or Alterations :** 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 changes and/or alterations 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, the contractor may make a claim thereof as provided herein in **Articles 11** and **12**.
- 3) **Unauthorized Additional Work:** 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 herein in **Article 6**, paragraph 21 and except as provided herein in **Article 10**, paragraph 2.
- 4) **Execution of Change Order(s):** The owner will execute appropriate change orders prepared by the engineer covering changes in the work to be performed as provided herein in **Article 4**, paragraph 4, and work performed in an emergency as provided herein in **Article 6**, paragraph 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.
- 5) **Notification of Surety of Changes:** 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

- 1) **Total Compensation Payable to Contractor:** 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.
- 2) **Owner's Written and/or Verbal Change Orders**
 - a) The owner may, at any time and 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: (a) in the specifications (including drawings and designs); (b) in the method or manner of performance of the work; (c) in the owner-furnished facilities, equipment, materials, services, or site; or (d) directing acceleration in the performance of the work, and/or (e) directing the contractor to stop work for a stated time.
 - b) Any other written order or an oral order (which terms as used in this paragraph shall include direction, instruction, interpretation, or determination) from the owner, which causes any such change, shall be treated

as a change order under this clause, provided that the contractor gives the owner written notice stating the date, circumstances, and source of the order and that the contractor regards the order as a change order.

- c) Except as herein provided, no order, statement, or conduct of the owner shall be treated as a change under this clause or entitle the contractor to an equitable adjustment hereunder.
 - d) If any change under this clause causes an increase or decrease in the contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly: Provided, however, that except for claims based on defective specifications, no claim for any change under above listed paragraph 2(b) shall be allowed for any costs incurred more than twenty (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 above listed paragraph 2(a) or the furnishing of a written notice under above listed paragraph 2(b), 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 above listed paragraph 2(b). If not received by the owner within 30 days, the owner may choose to reject the contractor's information relating to such claim without review.
 - f) No claim by the contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.
- 3) **Determination of Change Order Compensation:** The compensation of any portion of the 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:
- a) where the change order 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 items (by quantity) be increased or decreased by more than 15 percent (15%) from that stipulated in the contract documents and the total dollar amount is significant (greater than ten thousand dollars [\$10,000]), either the owner or the contractor may request to negotiate a new unit price for the quantities in excess of the 15 percent (15%) window to protect their financial interest in the project.
 - b) by negotiated lump sum.
 - c) 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.
- 4) **Defining "Cost of the Work":** The term "Cost of the Work" (also "Cost of Work") means the sum of all costs necessarily incurred and paid by the contractor in the proper performance of the work. 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 herein in **Article 11, paragraph 5:**
- a) 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 cost 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.

- b) 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.
- c) 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 herein **Article 11**, paragraphs 4 and 5. All subcontracts shall be subject to the other provisions of the contract documents insofar as applicable.
- d) 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.
- e) supplemental costs including the following:
 - i) the proportion of necessary transportation, traveling, and subsistence expenses of contractor's employees incurred in discharge of duties connected with the work.
 - ii) 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 that 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.
 - iii) 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, installation, dismantling and removal thereof - all in accordance with 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.
 - iv) sales, use, or similar taxes related to the work and for which contractor is liable, imposed by any governmental authority.
 - v) deposits lost for causes other than contractor's negligence, royalty payments, and fees and licenses. Costs for permits and licenses must be shown as a separate item.
 - vi) 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 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. 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 herein in **Article 11**, paragraph 6(b).
 - vii) the cost of utilities, fuel, and sanitary facilities at the site.

viii) 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.

ix) cost of premiums for additional bonds and insurance required because of changes in the work.

5) **Limitations Regarding "Cost of Work":** The term "Cost of Work" shall not include any of the following:

- a) 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 administrator of the work and not specifically included in the schedule referred to herein in **Article 11**, subparagraph 4(a) - all of which are to be considered administrative costs covered by the contractor's fee.
- b) expenses of contractor's principal and branch offices other than his office at the site.
- c) any part of contractor's capital expenses, including interest on contractor's capital employed for the work and charges against contractor for delinquent payments.
- d) 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 provided herein in **Article 11**, subparagraph 4(e)ix.)
- e) 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.
- f) other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included herein in **Article 11**, paragraph 4.

6) **Determining Contractor's Fee:** The contractor's fee, which shall be allowed to contractor for his overhead and profit, shall be determined as follows:

- a) a mutually acceptable firm, fixed price; or if none can be agreed upon,
- b) a mutually acceptable fixed fee based on the estimate of the various portions of the "Cost of Work."

7) **Credits from Contractor to Owner:** The amount of credit to be allowed by contractor to owner for any such change that 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 charge, the net shall be computed to include overhead and profit, identified separately, for both additions and credits.

8) **Itemizing Cost:** Whenever the cost of any work is to be determined pursuant to herein **Article 11**, paragraphs 4 and 5, contractor will submit in form prescribed by engineer an itemized cost break-down together with supporting data.

9) **Allowances:** It is understood that the contractor has included in the contract price all allowances so named in the contract documents and shall cause the work so covered to be done by such material-men, suppliers, or subcontractors and for such sums within the limit of the allowances as the engineer may approve. Upon final payment, the contract price shall be adjusted as required and an appropriate change order issued. The contractor agrees that the original contract price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

- a) These allowances shall cover the cost of the contractor less any applicable trade discount of the materials and equipment required by the allowance delivered at the site and all applicable taxes.

- b) The contractor's costs for unloading and handling on the 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.
- c) Whenever the cost as described in above listed **Article 11**, paragraph 9(a) is more 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 above listed **Article 11**, paragraph 5.

ARTICLE 12

CHANGE OF CONTRACT TIME

- 1) **Contract Time Change Order:** 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 (10) 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 (45) 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.
- 2) **Extended Contract Time Requirements:** The contract time will be extended in an amount equal to time lost due to delays beyond the control of contractor if he makes a claim therefore as provided herein in **Article 12**, paragraph 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.
- 3) **Binding Time Limits:** All time limits stated in the contract documents are of the essence of the agreement. The provisions of this herein **Article 12** shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.
- 4) **Claims Due to Drawing(s) Delays:** 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.
- 5) **Other Damage Recovery Rights:** This **Article 12** does not exclude the recovery of damages for delay by either party under other provisions in the contract documents.

ARTICLE 13

GUARANTY

Contractor's Guaranty Requirements: 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, adjustments, or 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

- 1) **Payments to Contractor:** 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 a 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 shall retain a portion of the amount otherwise due the contractor in accordance with Section 31-5-33 of the Mississippi Code.
- 2) **Contractor's Warranty of Title:** 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.
- 3) **Approval of Payments:** 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 for 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 is 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.
- 4) **Contractor's Certification Statement:** 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 have 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."

- 5) **Engineer's Final Payment Approval:** 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 herein in **Article 14**, paragraph 11 have been fulfilled.
- 6) **Engineer's Right to Refuse Payment Approval:** 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 as above listed in **Article 14**, paragraph 5. He may also refuse to approve any such payment, or because of subsequently discovered evidence or the results of subsequent inspection 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:
- a) the work is defective, or completed work has been damaged requiring connection or replacement;
 - b) the work for which payment is requested cannot be verified;
 - c) claims or liens have been filed, or there is reasonable evidence indicating the probable filing thereof;
 - d) the contract price has been reduced because of modifications;
 - e) the owner has been required to correct defective work or complete the work in accordance herein with **Article 13**, paragraph 1;
 - f) of unsatisfactory prosecution of the work, including failure to clean up as required by herein **Article 6**, paragraphs 28, 29 and 30;
 - g) 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;
 - h) of liquidated damages payable by the contractor; or
 - i) of any other violation of or failure to comply with the provisions of the contract documents.
- 7) **Owner's Use of Completed or Partially Completed Work:** 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 an acceptance of such portions of the work.
- 8) **Owner's Right to Entry:** 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 the restoration of any damaged work except such as may be caused by agents or employees of the owner.
- 9) **Engineer's Certificate:** Upon completion and acceptance of the work the engineer shall issue a certificate attached to the final payment request that the work has been accepted by him under the conditions of the contract documents. The entire balance found to be due the contractor including the retained percentages, but except such sums as may be lawfully retained by the owner, shall be paid to the contractor within sixty (60) days of completion and acceptance of the work.
- 10) **Contractor's Indemnification Requirements to Owner:** The contractor will indemnify and save the owner or the owner's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material-men, and furnishes 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 the 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 pay 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, his surety, or any third party. In paying any unpaid bills of 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.

- 11) **Acceptance of Final Payment as Release:** The acceptance by the contractor of final payments shall be and operate as a release to the owner of all claims and all 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 his work and for every fact and neglect of the owner and others relating to or arising out of his 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

- 1) **Owner May Suspend Work:** The owner may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety (90) 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 resume the work on the date so fixed. 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 claim therefore as provided herein in **Articles 11 and 12**.
- 2) **Work During Inclement Weather:** 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 the 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.
- 3) **Owner May Terminate:** 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 workman or suitable materials or equipment, or if he repeatedly fails to make prompt payments to subcontractors or for labor, materials, and/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 (7) 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.
- 4) **Rights of Owner against Terminated Contractor:** 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.

- 5) **Owner's Right to Abandon Project:** Upon seven (7) 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 expenses sustained plus a reasonable profit.
- 6) **Removal of Equipment:** 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.
- 7) **Contractor May Stop Work or Terminate:** 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 sixty (60) days after it is submitted, or the owner fails to pay the contractor any sum approved by the engineer or awarded by arbitrators within sixty (60) 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.
- 8) **Owner Furnished Equipment:** In case the owner furnishes equipment to the contractor to install but fails to deliver it to the contractor as required by supplementary or special conditions, 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.
- 9) **Liquidated Damages:** 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 shown on his bid for each calendar day that the contractor shall be in default after the time stipulated in the contract documents.

ARTICLE 16

ARBITRATION

- 1) **16.1 Arbitration Standards and Rules:** All claims, disputes and other matters in question arising out of, or related to, this agreement or the breach thereof except for claims which have been waived by the making or acceptance of final payment as provided herein by **Article 14**, paragraph 11, shall be decided by arbitration, if all parties mutually agree, in accordance with the "Construction Industry Arbitration Rules of the American Arbitration Association" then obtaining, or in a court of competent jurisdiction. This agreement so to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof. The arbitration decision must present findings of fact, conclusions of law, basis of award, and rationale.
- 2) **Notice of Arbitration Requirements:** Notice of the request for arbitration shall be filed in writing with the other party to the agreement and with the American Arbitration Association, if both parties mutually agree to arbitration, and a copy shall be filed with the engineer. The request for arbitration shall be made within the thirty (30) day period specified herein in **Article 9**, paragraph 11 where applicable, and in all other cases

within a reasonable time after the claim, dispute, or other matter in question has arisen and in no event shall it be made after institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations.

- 3) **Arbitration Affects on Work:** The contractor will carry on the work and maintain the progress schedule during any arbitration proceedings unless otherwise agreed by him and the owner in writing.

ARTICLE 17

MISCELLANEOUS

- 1) **Recognized Delivery of Notice(s):** 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.
- 2) **Owner's Failure to Pay Contractor:** If the owner fails to make payment sixty (60) days after approval by the engineer, in addition to other remedies available to the contractor, there shall be added to each such progress payment, interest at one percent (1%) per month commencing on the first day after said payment is due and continuing until the payment is received by the contractor.
- 3) **Engineer's Property:** All specifications, drawings, and copies thereof furnished by the engineer shall remain the engineer's 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.
- 4) **Non-Limiting Rights and Remedies by Herein Identified Documents:** The duties and obligations imposed by these general conditions, special conditions, and supplemental general conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees, and obligations imposed upon contractor and those in the special conditions 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 to them which are otherwise imposed or available by law, by special guarantee, or be other provisions of the contract documents.
- 5) **Notice of Injury or Damage Claim** Should the owner or the contractor suffer injury or damage to his/its person or property because of any error, omission or act of the other or of any of his/its employees or agents or others for whose acts he/it 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.
- 6) **Laws that Supersede Contract Documents:** The contract documents shall be governed by the law of the place (location) of the project.
- 7) **Practicable Schedule:** The contractor shall within five (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 approximately 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.

- 8) **Falling behind the 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.
- 9) **Failure of Contractor to Comply with Owner Requirements:** 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."
- 10) **Failure to Complete the Work on Time:** 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 to 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 as stated in the Contract Documents.
- 11) **Liquidated Damages:** The damages indicated in the contract documents 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.
- 12) **Laws that Supersede Contract Documents** The contract documents shall be governed by the law of the place (location) of the project.

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.

- 1) **DUCTILE IRON WATER LINE, CLASS 350:** 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.
- 2) **STEEL CASING:** Payment for installation of bored or open cut steel casing shall include furnishing and installing all steel pipe, spacers, end caps, excavating, compaction of backfill, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing and related items not specifically covered under other pay items. Length shall be determined by the measured distance of casing pipe installed and accepted.
- 3) **FIRE HYDRANT with APPURTENANCES:** Payment for installation of fire hydrant with appurtenance shall include furnishing fire hydrant, gate valve, piping, trenching, excavating, compaction of backfill, blocking, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing, flushing and related items not specifically covered under other pay items. Pay shall be determined per each to include fire hydrant, tees, gate valve, pipe and other miscellaneous items as required to provide an operational hydrant.
- 4) **GATE VALVES:** Payment for installation of gate valves shall include furnishing valves, valve boxes, trenching, excavating, compaction of backfill, blocking, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing, flushing and related items not specifically covered under other pay items as depicted on the construction plans. Pay shall be determined per each.
- 5) **EROSION CHECKS:** Payment for erosion checks shall include furnishing, installing and maintaining hay bales as required by current Mississippi Department of Environmental Quality standards. Hay bales shall be installed and maintained to prevent erosion under or excess siltation within 24 hours of a rain event. The unit measurement shall be one time per location per each installed and accepted.
- 6) **CLEARING and GRUBBING:** Payment for clearing and grubbing shall include removing all debris from work site to include trees, shrubs, asphalt, concrete, etc. which interferes with construction and maintenance of the water main installation. Contractor shall dispose of materials at an off site located as furnished by the Contractor. The unit measurement shall be lump sum and based on the percentage of total contract complete.
- 7) **MOBILIZATION:** Payment for mobilization shall enable contractor to assemble materials, equipment, etc. on site to prepare for construction. The unit measurement shall be lump sum. Mobilization shall be paid 50 percent at 5 percent of construction complete and 100 percent at 25 percent of construction complete.
- 8) **ASPHALT PAVEMENT:** Payment for installation of asphalt pavement shall include furnishing and installing asphalt mix, preparatory grading, spreading, compacting, and maintenance of traffic during construction. Pay shall be determined by the tonnage installed and accepted.
- 9) **CONCRETE PAVEMENT:** Payment for installation of concrete pavement shall include furnishing and installing concrete ready mix, preparatory grading, spreading, finishing, and maintenance of traffic during construction. Pay shall be determined by the square yard installed and accepted, at a minimum depth of 4 inches.

- 10) **HDPE WATER LINE:** Payment for installation of HDPE water line shall include furnishing and installing all pipe, boring, materials, fittings for coupling to ductile iron testing, flushing and related items not specifically covered under other pay item. Length shall be determined by the measured distance of pipe installed and accepted.
- 11) **TIE-IN:** Payment for installation of tie-in shall include furnishing gate valves reducers, fittings, trenching, excavating, compaction of backfill, blocking, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing, flushing and related items not specifically covered under other pay items. Pay shall be determined per each as determined by size of line existing for tie-in.
- 12) **SELECT FILL:** Payment for installation of select fill shall include furnishing and installing granular material as specified in the contract documents and as directed by the Engineer. The unit measurement shall be loose vehicular measurement, L.V.M. Pay shall be determined per cubic yard.
- 13) **WASH GRAVEL BEDDING:** Payment for installation of wash gravel bedding shall include furnishing and installing wash gravel bedding material as specified in the contract documents and as directed by the Engineer. The unit measurement shall be per ton with receipt of weigh tickets.
- 14) **GRASSING:** Payment for grassing work shall include furnishing and installing seeding, fertilizer, lime and other components required to establish permanent grassing. Grassing shall include final grading prior to installation of seeding materials. The unit measurement shall be lump sum and based on the percentage of area completed in full to date at time of estimate.
- 15) **SILT FENCE:** Payment for silt fence shall include furnishing, installing and maintaining silt fence as required by current Mississippi Department of Environmental Quality standards. Locations shall be determined by Engineer. Silt fence shall be installed and maintained to prevent erosion under or siltation above 50% of fence height within 24 hours of a rain event. The unit measurement shall be one time per location per linear foot installed and accepted.

TECHNICAL SPECIFICATIONS

WATER SYSTEMS

1) GENERAL

- a) This item shall consist of furnishing all of the necessary materials, supervision, labor, tools, equipment and incidentals, and the installation of various types and sizes of water pipe and related items in accordance with the contract drawings and specifications, as stated in the Proposal.

2) APPLICABLE PUBLICATIONS

- a) The following publications form a part of these specifications and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work.

- i) AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- A 139 Electric-Fusion (Arc) welded steel pipe (sizes 4 inch and over).

- A 252 Welded and Seamless steel pipe piles.

- C 31 Making and Curing Concrete Compressive and Flexural Strength Test Specimens in the Field.

- C 33 Concrete Aggregates

- C 39 Test for Compressive Strength of Cylindrical Concrete Specimens.

- D 2922 Density of Soil Aggregate in place by the clear Method (shallow depths).

- ii) AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

- 21.10 Gray Iron and Ductile Iron Fittings, 3 inch through 48 inch for Water and other Liquids.

- 21.11 Rubber Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings.

- 21.50 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-line Molds, for Water or other Liquids.

- iii) AMERICAN WATER WORKS ASSOCIATION (AWWA)

- C 104 Cement-Mortar Lining for Cast Iron Pipe and Fittings for Water and Other Liquids.

- C 106 Cast Iron Pipe Centrifugally Cast in Metal Molds, for water and other Liquids.

- C 110 Gray Iron and Ductile Iron Fittings, 3 inch through 48 inch, for Water and Other Liquids.

C 111 Rubber Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings.

C 150 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds, for Water or other Liquids.

iv) AMERICAN ASSOCIATION OF STATE HIGHWAY & TRANSPORTATION OFFICIALS (AASHTO)

T-88 Particle Size Analysis of Soils.

T-89 Determining the Liquid Limit of Soils.

T-90 Determining the Plastic Limit and Plasticity Index of Soils.

T-99 Moisture Density Relations of Soils Using a 5.5 lb. Rammer and 12 inch Drop.

T-191 Density of Soil In-Place by the Sand-Cone Method.

v) MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Standard Specifications for Road and Bridge Construction 1990 Edition.

3) SUBMITTALS

a) The following submittals shall be required for the respective materials used in the work. All submittals shall be submitted through the Contractor to the Engineer.

i) Ductile Iron Pipe: The following submittals shall be required for ductile iron pipe systems utilized on the project. The Contractor shall furnish manufacturer's certificates certifying that the pipe and fittings conform to the requirements as specified hereinafter under Article 4.0, Materials. In addition, the submittals shall include the following:

(1) Joints: The following shall be required for ductile iron joints.

(2) Drawings or Manufacturer's Catalogue data indicating dimensions and tolerance.

(3) Gaskets shall be tested in accordance with the respective standards as indicated in ANSI 21.11 and results shall be included in the submittals. Test shall be for similar materials on the gaskets and be not more than one year old.

(4) Mechanical Joints: Should the Contractor elect to use mechanical joints in lieu of push-on joints, manufacturer's data shall be submitted in accordance with the "Special Requirements for the Mechanical Joint" as stated in ANSI 21.11 (AWWA C 111).

ii) Ductile Iron Pipe Submittal Shall Include the Results of:

(1) Tension Test

(2) Impact Test

(3) Low Temperature Impact Test
Sampling procedure shall be as indicated in ANSI 21.51.

- b) PVC Pipe: The Contractor shall furnish manufacturer's certificates certifying that the pipe and fittings conform to the requirements of these specifications and appropriate construction drawings.

4) **MATERIALS - WATER SYSTEM**

a) Ductile Iron Pipe:

- i) Ductile iron pipe shall be designed in accordance with the latest revision of ANSI/AWWA C51/A21.51), rated working pressure of 350 psi plus a 100 psi surge allowance; a 2 to 1 safety factor on the sum of working pressure plus surge pressure in Type 3 laying condition with a depth of cover as required per plans.
- ii) Pipe shall have standard asphaltic coating on the exterior. Pipe also shall have a cement mortar lining on the interior in accordance with the latest revision of ANSI/AWWA C104/A21.4. If corrosion protection is required, polyethylene encasement shall be installed prior to the pipes installation in accordance with ANSI/AWWA C105/A21.5-88.
- iii) All non-restrained pipe shall be furnished with push-on type joints such as "Fastite," or equal. Joints shall be in accordance with the latest revision of ANSI/AWWA C111/A21.11 and shall be furnished complete with all necessary accessories.
- iv) Where restrained joint pipe is required, "Fast Grip", "Flex-Ring", or "Field Flex-Ring" or approved equal shall be used. The length of restrained pipe shall be as tabulated or noted on the plans.
- v) Ductile iron fittings shall conform to the latest revisions of either ANSI/AWWA C110/A21.10 or ANSI/AWWA C153/A21.53. Fittings, linings, and coatings shall be as specified for the pipe above.
- vi) All pipe, fittings and accessories shall be installed and tested in accordance with the latest revision of AWWA C600. Newly installed ductile iron water mains shall be disinfected in accordance with the latest revision of AWWA C651 prior to placing in service.

b) PVC Pipe

- i) PVC pipe for this project shall be PVC, C-900, Class 200. This standard covers the installation of Pressure Class 100, 150 and 200 PVC pipe complying with AWWA Standard C-900-89. PVC pipe shall bear the National Sanitation seal for potable water.
- ii) The pipe shall be equipped with a push on joint in a single elastomeric gasketed joint. It is assembled by positioning the elastomeric gasket in the annular groove of the bell and inserting the spigot end of the pipe into the bell. The spigot end of the pipe compresses the gasket radially to form a positive seal. The gasket and annular groove are designed, sized and shaped so that the gasket will resist displacement. Care shall be taken so that only the correct elastomeric gasket, compatible with the annular groove of the bell, is used. Insertion of the elastomeric gasket in the annular groove of the bell must be in accordance with the manufacturer's recommendations.

c) Gate Valves:

- i) Where indicated on the Plans or directed by the ENGINEER, the CONTRACTOR shall furnish and install gate valves as hereinafter specified.
- ii) All gate valves shall be cast iron mechanical joint, Mueller A-2360, equivalent or better. All gate valves shall be furnished with O-ring packing and 2" square operating nut, AWWA 200lb., for cast iron water main.
- iii) Valve boxes shall be cast iron top and bottom. Extension pieces shall be provide as required.

- iv) Payment for furnishing and installing gate valves with box shall be made at the contract unit price per valve according to type and size as listed in the proposal.
- v) All valves will be set at a perfect 90 degree angle from level pipe, (perpendicular) so as to be easily accessible through properly set valve box as per specifications above.
- vi) The CONTRACTOR shall furnish and install either a two-piece or three-piece, slip type, cast iron valve box over each gate valve. Valve boxes will be set over valve operating nut, centered so as to be easily accessible with a valve operating wrench or key. They will be set to correspond with the finished grade of street, lot, or easement. No dirt will be left in box; box will not rest directly on valve body.

d) Fittings, Valves and Hydrants, etc.

- i) All fittings, valves and valve boxes, hydrants, and other appurtenances are to be set at the points indicated on the plans, or as directed by the ENGINEER, and omission to do so shall be corrected by the CONTRACTOR without extra cost to the OWNER.
- ii) All fittings shall either be Ductile Iron Compact (ANSI/AWWA C153/A21.53) or Cast Iron (ANSI/AWWA-C110/A21-10) and shall have mechanical joint ends and mechanical joint restraints (Series 1120) and shall be incorporated in the design of the follower gland and shall include a restraining mechanism which, when actuated, imparts multiple wedging action against the pipe, increasing its resistance as the pressure increases. Flexibility of the joint shall be maintained after burial. Glands shall be manufactured of ductile iron conforming to ASTM A 536-80. Restraining devices shall be of ductile iron heat treated to a minimum hardness of 370 BHN. Dimensions of the gland shall be such that it can be used with the standardized mechanical joint bell and tee-head bolts conforming to ANSI/AWWA A21.11 and ANSI/AWWA C153/A21.53 of latest revision. Twist-off nuts shall be used to insure proper actuating of the restraining devices.
- iii) The mechanical joint restraint device shall have a working pressure of at least 250 psi with a minimum safety factor of 2:1 and shall be EBAA Iron., MEGALUG or equal.
- iv) To improve the sealing capacity, the gaskets for all mechanical joints conforming to the requirements of ANSI/AWWA C110/A21.10, C111/A21.11, or C153/A21.53 shall be of a design that causes the gasket to deflect approximately 30% during assembly of the mechanical joint. The gasket material shall conform to the requirements of ANSI/AWWA C111/A21.11, Section 1-6.4 of the latest revision. Mechanical joint gaskets shall be EBAA Iron's EBAA Seal- Improved Mechanical Joint Gasket or approved equal.
- v) Fittings (bends, tees, plus, and caps) shall be securely braced by mechanical joint restraints, as indicated on the Plans, to prevent the possibility of blowing off under pressure. And a full length of pipe shall be installed on each end of the fitting. Then cut pieces can be installed beyond the full lengths of pipe.
- vi) The prices bid furnishing and installing valves, fittings, etc., shall include compensation for furnishing mechanical joint restraints as required at beds, tees, plugs and caps. No separate or extra compensation will be allowed for any of the above specified incidental work or material.

e) Plugs and Caps

- i) Where indicated on the Plans, or as directed by the ENGINEER, the CONTRACTOR shall install plugs for anticipated future extensions by placing a branch fitting (tee or cross) in the line and plugging the unused branch or branches. In general, such plugs will be located at street intersections where present plans provided lines running in only two or three directions from the intersections and where, in the opinion of the ENGINEER, a connection may be required for future extension. Where "deadend" lines are installed, the ends of such lines shall be plugged or capped as required.

- ii) For the various hot taps required according to the plans, and up to 12 inches, the JCM 432, stainless Tapping Sleeve shall be required. The CONTRACTOR shall furnish all materials for these various taps and the OWNER will actually make the tap.
- f) Casing Pipe: Steel pipe utilized as casing at locations shown on the Contract Drawings shall be new round piling pipe conforming to the requirements of ASTM A 252 or A 139. Casing diameter shall be adequate to allow pushing of the specified diameter of water pipe and make proper connections at the ends. Minimum Wall Thickness for steel casing is 0.375 inch.
- g) Wash Gravel Bedding Material: Select Granular material for pipe bedding shall be coarse concrete aggregate. The coarse concrete aggregate shall conform to the gradation sizing Number 467 specified in Table 2 of ASTM Standard Specification C-33. (See Following Table.)

SIZE No. 467

Nominal Size (Sieves w/Square Openings)	Percent Passing by Weight
2"	100
1-1/2"	95—100
3/4"	35—70
3/8"	10—30
No. 4	0—5

- h) Stabilization Material: Stabilization Material shall be a pit run mixture of sand and gravel. The sand shall be hard, sharp and durable particles. All gravel shall pass a 1 - 1/2" sieve.
- i) Concrete: Concrete shall be in accordance with the requirements of Technical Specifications – CONCRETE.
- j) Select Backfill
 - i) General: The select material shall be composed of a natural or artificial mixture of sand, silt, clay or soil binder or other material of satisfactory cementing value. The sand shall be hard, sharp, and durable particles, preferably siliceous. The binder shall be a grade of clay or other material having satisfactory cementing qualities and shall be homogenous in character, free from vegetable matter, clay balls or other deleterious substances that cannot be classed as serviceable base material.
 - ii) Gradation : Any coarse aggregate contained in the material shall pass the one and one-half (1-1/2); sieve and not more than thirty-five percent (35%) shall be retained in the Number 10 sieve. The plasticity index (P.I.) shall not exceed 12, nor shall the liquid limit exceed 30.
 - iii) The composite selected sand-clay material passing the Number 10 sieve shall conform to the following minimum and maximum gradation limits:

Sieve	Percent Passing by Weight
Number 40	40—85
Number 60	30—70
Number 270	8—30
Silt (.05 to .005 mm)	03—15
Clay (Passing .005 mm)	3--15

iv) Backfill: All other backfill shall consist of excavated material removed from the trench.

5) CONSTRUCTION

a) Earthwork

i) Site Preparation:

- (1) Topsoil shall be stripped and stockpiled in accordance with Technical Specifications - Restoration of Roads, Driveways, Fences, Lawns, and other Grassed Areas.
- (2) All vegetation such as brush, heavy sod, heavy growth of grass, decayed vegetative matter, rubbish and any other unsuitable material within the area of trenching shall be stripped or otherwise removed before the trenching is started, and in no case shall such objectionable material be allowed in the trench.
- (3) Stripping operation shall be to a depth of not less than 6 inches in all cases.

b) Asphalt or Concrete Removal: Before trenching operations begin, the existing asphalt or concrete pavement shall be scored or cut to a proper depth to give a straight vertical edge when removed. The asphalt or concrete shall be disposed of offsite by the Contractor. While removing the asphalt or concrete in the trench line, never shall the adjacent asphalt be raised or pulled from its base.

c) Trenching:

- i) The Contractor shall determine all requirements for trench dimensions, alignment, and grades. The trench shall be excavated in conformance with all federal, state and local regulations for the protection of the workmen. Shoring, sheeting and/or a moveable form shall be used as required to provide earth stability during the laying operations.
- ii) The final excavation of the trench for the pipe installation shall be as indicated on the Plans. Minor variations in horizontal (within the permanent easement) or vertical alignment during construction shall be made during construction (with the Engineer's approval) to facilitate ease of installation and operation (due to potential conflicts; i.e., utility conflict) at no additional cost to the Owner except for additional piping, if any. The trench from the top of the pipe down to the bottom of the bedding shall be of a consistent width as indicated on the plans. Should the excavated width of the trench be larger than the design width, the Engineer may direct that a higher type or class of bedding be used; or other adjustments be made to increase the load carrying capacity of the pipe.
- iii) The Contractor shall not excavate more trench in advance of pipe laying than is necessary to perform the work efficiently. No more than 100 feet of open trench shall be allowed unless approved by the Engineer.
- iv) Excavated material shall be placed in a manner that will not obstruct sidewalks, driveways, or other structures. Excavated material shall not be placed so as to surcharge the walls and jeopardize trench stability.

d) Disposal:

- i) The Contractor shall satisfactorily dispose of all excess earth from excavations either in approved (by the Engineer) areas within the construction limits or away from the project in disposal sites obtained by the Contractor.
- ii) The Contractor will be permitted to mound excess earth over the trench to a maximum depth of 12 inches above the original ground surface or finished grade where the trench is located in unimproved

property. Wasting of excess excavated material will not be permitted within any road ROW. All material within the construction limits shall be placed so that natural drainage is maintained and the surface shall be graded to a smooth and uniform appearance. The disposal of waste and excess excavating materials, including hauling, handling, grading, and surfacing shall be subsidiary obligation of the contractor and no separate payment will be made. Therefore, the cost of such work shall be included in the Contract Unit Price for installation of water pipe.

e) Dewatering

- i) The site shall be kept free of surface water at all times. The Contractor shall install drainage ditches and dikes and shall perform all pumping and other work necessary to divert or remove rainfall and other accumulations of surface water from the excavations. The diversion and removal of surface water performed in a manner that will prevent the accumulation of water behind temporary structures or at any other locations within the construction area where it may be detrimental. The Contractor shall provide, install, and operate sufficient trenches, sumps, pumps, hoses, piping, well points, deep wells, etc., necessary to depress and maintain the ground water level at least one foot below the base of the excavation during all stages of construction operations. The ground water table shall be lowered in advance of excavation and maintained a minimum of one foot below the lowest excavation subgrade made until the structure has sufficient strength and weight to withstand horizontal and vertical soil and water pressures.
- ii) Where groundwater is encountered, the Contractor shall make the effort necessary to secure a dry trench bottom before laying pipe. In sandy and in other suitable type soils, dewatering shall be done by well pointing. If, in the opinion of the Engineer, the Contractor has failed to obtain an absolutely dry trench bottom by insufficient use of all known methods of trench dewatering, the Engineer may order the Contractor to excavate below grade and place not less than 6 inches of graded crushed stone fill material over the trench bottom to form trench drains to suitably located sumps and to remove the water by bailing or pumping. The graded crushed stone fill material shall be placed at the Contractor's own expense and shall be of such depth that there shall be not water in bell holes at the time of coupling pipe. All costs of equipment, labor, and materials required for dewatering shall be included in the bid price.

f) Bedding

- i) The Contractor shall satisfactorily shape the trench area (to specified line, grade and cross section) to receive bedding material. The bottom of the trench shall be undisturbed soil. Should the Contractor over excavate the trench without direction from the Engineer, the trench shall be brought up to grade with select backfill and compacted to at least 90% of maximum laboratory density as measured by AASHTO T 99. Such additional work and materials for over excavation without direction of the Engineer shall be at the expense of the Contractor.
- ii) Holes for the bells shall be provided at each joint in the subgrade or in the granular fill bedding material as required. The holes shall be no larger than necessary for joint assembly and assurance that the pipe barrel will lie flat on the material. The Contractor shall install the proper bedding for the respective type of pipe and depth of installation as shown in the details and schedules on the plans. When depths vary in a particular manhole run, the Contractor shall change bedding systems in accordance with the depth installation requirements.
- iii) **Stabilization Materials:** When the subgrade is found to be unstable or to include ashes, refuse, organic material, or other unsuitable material, the Engineer may direct that the subgrade be over excavated to remove such material. The depths of over excavation shall be as directed by the Engineer. Stabilization material shall be placed into the over excavated area of the trench and shall be paid for in accordance with these specifications. Stabilization shall be compacted to at least 90% of maximum laboratory density in six inch lifts.

iv) Bedding Materials

- (1) As detailed in the plans, bedding material shall be placed to the specified depth below the pipe and tamped to a minimum of 90% of maximum laboratory density as determined in accordance with AASHTO T 99. Following placement of pipe, additional bedding material shall be placed and consolidated under the haunches of the pipe. Special tools shall be required to work the material into place and leave no voids beneath the pipe. The bedding material shall be tamped along the spring line (or along the top of the bedding material as indicated) of the pipe to sufficiently compact the material insofar as practical.
 - (2) The Engineer may direct additional moisture be added to the bedding material to aid in the compaction effort. Mechanical tampers may be employed to aid the process. depending on the particular bedding required, additional bedding shall be added and tamped to a minimum of 90% of maximum laboratory density, with AASHTO T-99.
- v) Select Backfill: Select backfill shall be placed in 6 inch lifts and tamped to a minimum laboratory density with AASHTO T-99. Overall depth of the select backfill shall be as directed by the Engineer.
- vi) Normal Condition Bedding: Under normal conditions the trench bottom shall be undisturbed earth shaped to the specified line, grad, and cross section with proper bell holes at each joint to 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.
- g) Backfilling: Upon completion of placement of select material the excavated materials shall be immediately placed back into the trench. Specific requirements are:
- i) Backfill requirements for road crossings, parking lots, driveways, and sidewalks shall be in accordance with Technical Specifications - RESTORATION of ROADS, DRIVEWAYS, FENCES, LAWNS and OTHER GRASSED AREAS.
 - ii) Backfill requirements for unimproved areas (pastures, wooded areas) shall consist of placement and shaping of the soil in such a manner as to allow maximum natural consolidation. No compaction of the general backfill in the unimproved areas will be required, except that caused by conventional shaping equipment.
 - iii) No debris shall be used as backfill which has a volume in excess of one-half of one cubic foot or weight excess of 75 pounds.
- h) Sheeting Removal: Wooden sheeting or other thick sheeting or shoring members which have been driven or otherwise placed along the trench walls to an elevation below the spring line of the pipe shall be cut off at the spring line or higher and left in place.
- i) Grading and Grassing: Final grading and grassing shall be in accordance with Technical Specifications, "RESTORATION of ROADS, DRIVEWAYS, FENCES, LAWNS, and OTHER GRASSED AREAS."
- j) Pipe Handling and Storage: Pipe shall be handled, staked, and stored in accordance with manufacturer's printed literature. The Contractor shall provide security as required to prevent damage by vandals. PVC pipe shall be shaded from sunlight for extended lengths of time. Pipe damaged during storage and handling shall be rejected.

k) Pipe Laying

- i) Each pipe shall be laid true to line and grade and in such manner as to form a close concentric joint with the adjoining pipe and to prevent sudden offsets of the flow line. As the work progresses, the interior of the water shall be cleared of all dirt and superfluous materials of every description. Where cleaning after laying is difficult because of small pipe size, a suitable swab or drag shall be kept in the pipe and pulled forward past each joint immediately after the jointing has been completed. Trenches shall be kept free of water and pipe shall not be laid when the condition of the trench or the weather is unsuitable for such work. At times when work is not in progress, open ends of pipe and fittings shall be securely and satisfactorily closed so that no trench water earth or other substance will enter the pipe or fittings.
- ii) The water main shall maintain a minimum of 30 inches of cover at all times.
- iii) Pipe laying shall be performed in such a manner that no foreign material enters the pipe. The Engineer may require that before lowering pipe, heavy canvas bags be placed over each end, and left in place until joints are ready to be made. If water is in the trench, the seals shall remain in place until the trench is pumped completely dry. If conditions are unsuitable, no pipe shall be laid until satisfactory laying conditions are obtained in accordance with the above specified requirements.
- l) Pipe Jointing: Piping shall be jointed in accordance with the manufacturer's printed recommendations. Gaskets shall be firmly set within the bells and grooves as required. The manufacturer's recommended lubricant or an approved equal shall be applied for slip type joints.
 - i) Ductile Iron Pipe Joint Construction: The installation and jointing of ductile iron pipe shall generally conform to the applicable provisions of AWWA Standard Specifications C-600 for pipe laying.
 - ii) Where mechanical joint pipe is used, the surfaces which come in contact with the gasket shall be thoroughly brushed with a wire brush just prior to assembly. The gasket should be brushed with soapy water prior to installation to remove loose dirt and to lubricate gasket as it is forced into its retaining space.
 - iii) When tightening bolts, it is essential that the gland be brought up toward the pipe flange evenly. The bolts should be partially tightened; the bottom bolt first, then the top; next the bolts on either side; and last, the remaining bolts. Overstressing of bolts to compensate for poor installation will not be permitted. Bolt torque shall be in accordance with manufacturer's specifications.
 - iv) All joints of whatever type shall be completely water tight after being subjected to the required tests.
- m) Borings: Borings shall be accomplished in accordance with Mississippi State Highway Department Standards. The contractor shall provide all necessary sheeting, bracing, cribbing, supports and appurtenances to insure the proper line and grade throughout the entire length of the crossing.
 - i) Casing Pipe: Casing Pipe shall be installed as indicated on the Contract Drawings. Joints shall be completely welded to provide structural integrity and shall be watertight.
 - ii) Carrier Pipe: Carrier pipe may be any of the allowed options of piping. However, the piping and joints shall be capable of withstanding the stress exerted by pushing the pipe within the casing.
 - iii) Carrier Pipe Supports: Supports for the carrier pipe shall be as recommended by the manufacturer for such installation. Supports shall be spaced to adequately support the piping under all conditions.
 - iv) Casing Seal: The annulus between the casing and carrier pipe shall be sealed at each end by installing WMSON Type U end seals, as manufactured by T.D. Williamson, Inc. Tulsa, Oklahoma, or equal, in accordance with the instructions of the manufacturer of the seals.

- 6) **SEPARATION of WATER and SEWER MAINS:** The water and sewer specifications should state that the water line be constructed no less than 10 feet horizontally and 18" vertically with water line over sewer line. If those conditions cannot be met then they will be decided on a case by case basis.

7) **TESTING**

a) **Ductile Iron Pipe**

- i) **Field Inspection:** The Engineer shall perform visual inspection of the material prior to placement by the Contractor. The Engineer may make non-destructive tests to determine the soundness of the pipe. The Contractor shall assist the Engineer in handling and moving the pipe as required.
- ii) **Material Test:** Material test shall be conducted during the manufacturing process and the results shall be included as part of the submittals. No other material test shall be required.

- b) **Steel Casing Pipe** Material test shall be included as part of the submittal. No other material test shall be required.

c) **Compaction Tests**

- i) Compaction tests shall be performed in accordance with AASHTO T 191 or ASTM D 2922. Maximum compaction shall be determined in accordance with AASHTO T 99.
- ii) Compaction tests for water pipe related work shall not be less than as follows:

NUMBER of COMPACTION TESTS AASHTO T-99, AASHTO T-191, or ASTM D 2922		
Stabilization Material	1	One per 100 C.Y.
Bedding material	2	One per 600 L.F.
Tamped Backfill	2	One per 600 L.F.

d) **Hydrostatic Testing**

- i) After the pipe has been laid, all newly laid pipe or any valved section thereof shall be subjected to a hydrostatic pressure of at least 1.5 times the working pressure at the point of testing and not less than 1.25 times the working pressure along the test section, for a minimum of 2 hours.
- ii) And all tests shall be in accordance with AWWA Standard C600, Section 4.
- iii) Allowable leakage shall be no more than that determined by the following formula:

$$L = \frac{SD \sqrt{P}}{133,200}$$

- iv) In which L is the allowable leakage in gallons per hour; S is the length of pipe tested in feet; D is the nominal diameter of the pipe, in inches; and P is the average test pressure during the leakage test in pounds per square inch.
- v) These tests are to be made at the Contractor's expense and he is to provide all necessary fittings, equipment, appliances and any other necessary items to conduct the tests in a manner satisfactory to the

ENGINEER. All costs incidental to conducting these tests are to be included in the prices bid for the various items of construction as no separate or extra compensation is to be allowed therefore. Record of testing is to be furnished to the OWNER.

8) CLEANING and STERILIZING

- a) Before each section of work is placed in service, it shall be thoroughly flushed to remove any dirt or other foreign material from inside the lines; and the inside of the lines shall be sterilized by pumping into and through them a solution of chlorine of 50mg/l for 24 hours in such manner as to meet the requirements of the State Board of Health.
- b) At least two (2) samples of chlorine free water, taken from each section shall be submitted to the State Board of Health for examination to determine if the system is free from organisms of the Coli-Aerogenes group. If such samples are not negative from organisms of the Coli-Aerogenes group, the system shall be disinfected and re-disinfected in a manner meeting the requirements of the State Board of Health, until the system is freed of contamination.
- c) All water mains will be flushed, chlorinated and re-chlorinated until two (2) consecutive negative water samples are obtained by the Local Health Department. The samples shall be collected by the Certified Operator of the system or the Professional Engineer of the project.
- d) The CONTRACTOR shall be responsible for the conduct of all of the above defined activities, and any and all costs incident thereto shall be included in the prices bid for the various items of construction as no separate or extra compensation is to be allowed therefore.

RESTORATION of ROADS, DRIVEWAYS, FENCES, LAWNS, and OTHER GRASSED AREAS

- 1) **GENERAL:** The work under this item of work shall consist of furnishing all necessary materials, labor, supervision, tools, equipment and incidentals for the restoration of roads, driveways, fences, lawns and other grassed areas so as to provide satisfactory repair to all damage caused by general construction work. It is the intent of these Specifications to restore all such features to the general conditions that existed prior to construction activity insofar as practical. It is not the intention of this Specification that trees, which must be cut and removed, be restored. The Contractor is expected to be familiar with the overall area and be satisfied as to the materials required and level of effort needed to accomplish such restoration in accordance with this Specification.
- 2) **APPLICABLE PUBLICATIONS:** The following publications form a part of this specification and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work:
 - a) AMERICAN ASSOCIATION of STATE HIGHWAY and TRANSPORTATION OFFICIALS (AASHTO):
 - i) T 99 The Moisture Density Relations of Soils Using a 5.5lb. (2.5 kg) Rammer and a 12-inch (305 mm) Drop
 - ii) T 167 Compressive Strength of Bituminous Mixture
 - iii) T 191 Density of Soil In-Place by the Sand-Cone Method
 - iv) T 230 Determining Degree of Pavement Compaction of Bituminous Aggregate Mixtures
 - b) AMERICAN SOCIETY for TESTING and MATERIALS (ASTM)
 - i) D 2922 Density of Soil and Soil Aggregate in Place by the Nuclear Method (shallow depths)
 - c) MISSISSIPPI DEPARTMENT of TRANSPORTATION (MDOT)
 - i) Standard Specifications for Road and Bridge Construction, 2004 Edition
 - ii) Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)
- 3) **SUBMITTALS: Mix Designs:** Design mix will be provided by Contractor and approved by Engineer prior to production of asphalt.
- 4) **MATERIALS**
 - a) 4.1 **Subbase and Base Courses:** Subbase and base courses under paved areas shall be as specified in MSHD Specification, Section 300.
 - b) 4.2 **Prime Coat:** Prime coat shall consist of Grade MC-30 or Grade MS-70 in accordance with the applicable requirements of MDOT Specification Section 408.
 - c) **Bituminous Pavement:** Bituminous Pavement for roadway and parking areas, wearing and binder courses shall consist of a mix in accordance with MDOT Specifications Section 403.
 - d) Materials shall conform to the following subsection of MDOT, Specifications Sections 702 and 703.

- i) Bituminous Materials (AC-20) 702.01
- ii) Aggregate
- iii) BC-1 Binder Course
- iv) SC-1 for Surface Course
- v) Filler 703.14
- vi) Topsoil: Topsoil shall be in accordance with Technical Specifications - SEEDING and SODDING.
- vii) Seeding and Sodding: Seeding and sodding operations shall be in accordance with Technical Specifications - "SEEDING and SODDING."

5) **CONSTRUCTION**

a) Maintenance of Traffic

- i) Prior to limiting or restricting traffic on any street or road, the Contractor shall obtain permission from the City of Hattiesburg. Through or local traffic shall at all times be accommodated by the use of temporary approaches, crossings or detours (if allowed by the City of Hattiesburg). Satisfactory (to the Property Owner) ingress and egress to any public or private property shall be properly maintained. Proper barricades, signs and detour signs shall be provided by the Contractor to adequately warn motorists of obstructions ahead. Lighted (flashing) barricades shall be used at night.
- ii) Flagmen shall be provided to direct traffic around equipment and for one way movement of traffic around equipment and for one way movement of vehicles. The Contractor may have to stop construction and restore full traffic during certain rush hours.
- iii) The Contractor shall at all times (unless otherwise permitted in writing by the City of Hattiesburg) maintain open one lane to traffic during construction operations and restore roadways to two-way traffic during non-construction hours.

b) Repair of Asphalt; Concrete Streets; Driveways; Parking Lots

i) Removal and Earthwork:

- (1) The existing asphalt pavement shall be uniformly saw cut on straight lines and the material shall be removed. Other methods of cutting the existing asphalt surface which will result in a uniform straightedge similar to a sawed cut may be acceptable. Upon completion of the pipe laying, select backfill shall be placed in the excavation in maximum 8-inch lifts and compacted to at least 90% of maximum laboratory density to within one foot of the top subgrade and to 95% of maximum laboratory density in the upper one foot of the subgrade.
- (2) Maximum density of typical select backfill material shall be determined in accordance with AASHTO T 191 or ASTM D 2922. Portable mechanical tampers or vibratory compactors shall be used in the trenches. Rollers may be used at street level. Existing base and asphalt surfaces which become undermined during construction shall be removed until firm undisturbed subgrade is reached.

c) Asphaltic Base: Asphaltic base shall be constructed in accordance with MSHD Specification, Section 300.

- i) Prime Coat: Prime coat shall be applied to exposed existing base material prior to



overlay with asphaltic base course in accordance with MSHD Specification, Section 408.

- ii) Tack Coat: Tack coat shall be applied to existing or new asphaltic wearing course and asphaltic base, or concrete which is to require asphalt wearing course.
 - iii) Asphalt Wearing Course: Placement and compaction of the bituminous pavement shall be in accordance with MSHD Specification Section 403.03.
 - iv) Utilities: All utility covers excavated during removal of streets, driveways, parking lots shall be restored to finished grade.
- d) Driveways and Sidewalks:
- i) Driveways and sidewalks shall be repaired in similar manner to the original construction. Asphalt drives shall be saw cut where required and repaired in accordance with Paragraph 6(b) of this Specification. Concrete drives shall be saw cut or removed to the next joint. The minimum thickness for concrete driveway repair is 6 inches and for sidewalks is four (4) inches.
 - ii) Concrete surfaces shall be properly tooled and receive a broom finish. Installation (if required) of new driveway drainage culvert shall be made only at the direction of the Engineer. The Contractor shall take all reasonable precautions to allow for reuse of existing drainage culverts.
- e) Repair to Gravel Roads: Gravel roads shall be backfilled and compacted in accordance with Paragraph 6(b) of this Specification. The final surface shall consist of 12-inch in-place compacted clay gravel. Compaction shall be to 100% of maximum laboratory density in accordance with AASHTOT 99.
- f) Repair to Lawns:
- i) General: The Contractor shall exercise extreme care to minimize damage to improved lawns. Trees and shrubs within the limits of work shall be removed only for essential construction requirements. Any shrubs, which are removed or damaged, shall be replaced by satisfactory (to the Property Owner) planting by the contractor. Any grass seed areas, roads, streets, driveways, culverts, fences, water lines, metal boxes or other items (excluding trees unavoidably cut) which are damaged by the Contractor, shall be satisfactorily restored by Contractor. Acceptance of improved lawn repairs shall be based on the firm establishment of live stand of grasses and live growth of any replanted and acceptable shrubs. The Contractor shall water and fertilize such areas until healthy growth of grass (and shrubs, if applicable) are attained
 - ii) Grading: The surface areas shall receive finish grading so the finish topsoil surface (after settlement) will meet the existing contour grade of the area prior to construction. The natural drainage during and after construction shall not be altered so as to cause adverse effects to adjoining properties.
 - iii) Topsoil: The Contractor shall strip topsoil and sod and stockpile for later use. Upon completion of trenching over the area. Additional topsoil shall be furnished if required (at no additional cost) to provide a uniform thickness of 3 inches. Lime at a rate of 1 - 1/2 tons per acre and fertilizer (13-13-13) at a rate of 800 pounds per acre shall be applied as needed to further establish grass growth.
 - iv) Grassing: Grass seed, sprigs, or sod similar to the existing lawn grasses shall be planted in accordance with the supplier's recommendations. Winter cover grasses such as rye grass shall be applied (in addition to planting the permanent grasses) if seeding, sprigging, or sodding is done at a time of year when the permanent grasses will not actively grow. The type(s) of permanent grasses shall be the same as the grass(es) in the damaged lawns. If the lawn repairs are accomplished between September 1 and March 1, the Contractor shall continue the restoration work during the next period of March 15 and April 5 and mow the grass and continue the restoration until satisfactory growth of the permanent

grass (es) is obtained. Such additional restoration work shall include the 1 - 1/2 tons of lime per acre, application of 13-13-13 fertilizer at a rate of 800 pounds per acre and replanting and watering permanent grass as necessary to obtain satisfactory (to Engineer) growth. No time will be charged against the Contract Time for any such additional restoration work.

- v) Sodding: Sodding shall be in accordance with Technical Specifications - SEEDING and SODDING.

g) Erosion Control:

- i) During all phases of construction, the Contractor shall adequately protect all work from adverse erosion. Soil shall not be allowed to flow off the limits of work area. The Contractor shall employ the use of ditch checks, matting, temporary grass cover, blankets, or other measures to control erosion. The Contractor shall be responsible to correct damage caused by erosion.
- ii) During the construction of this project, all work areas will be strictly monitored. All trench lines will be kept in excellent condition, all streets and drives will receive careful maintenance, keeping potholes and settled areas filled in. Dust control is essential and will also be strictly monitored.

h) General Grassing of Unimproved Areas

- i) General: The Contractor shall seed and establish grass growth in all disturbed areas in unimproved areas (to include pastures and roadsides). Acceptance of the grass cover shall be based upon the firm establishment of a live stand of grass. The contractor shall water such grass if natural rainfall fails to adequately provide moisture. On slope and other areas subject to erosion, grassing shall be accomplished as soon as practical (within 48 hours unless weather is prohibiting) after finish grading operations.
- ii) Grading: The surface area shall receive finish grading so the finish topsoil surface (after settlement) will meet the existing contour grade of the area prior to construction. The natural drainage during and after construction shall not be altered so as to cause adverse effects to adjoining properties.
- iii) Topsoil: The Contractor shall remove existing topsoil and stockpile for later use. Upon completion of backfilling (to establish contours as before construction), the topsoil shall be uniformly spread back over the area. The Engineer may require additional topsoil be furnished by the Contractor, if in the opinion of the Engineer, adequate provisions and efforts were not made by the Contractor to stockpile and re-use existing topsoil material.
- iv) Fertilizer and Agricultural Limestone: The Contractor shall uniformly apply 800 lbs. per acre of 13-13-13 fertilizer and also apply two (2) tons per acre of agricultural limestone to the area to be seeded. The fertilizer and limestone shall be tilled into the soil to a depth of four (4) inches.
- v) Seeding: Seed shall be uniformly sown in accordance with Technical Specification - SEEDING and SODDING.
- vi) Sodding: Sod shall be place in accordance with Technical Specification – SEEDING and SODDING.
- i) Mulch Cover: Erosion prone areas such as steep slopes and highway shoulders shall receive a layer of loose straw mulch or equivalent at the rate of one and one-half (1-1/2) tons per acre. The mulch cover shall be established by the application of emulsified asphalt or by "crimping" parts of the material into the soil.
- j) Miscellaneous Items: Items such as fences, gates, headwalls, paved ditches, and other items shall be replaced or repaired as required for restoration. Should additional fencing material be required, new post and new wire of similar size, type and gauge shall be provided and installed.

- k) General Care: Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees, which do not have to be removed in the opinion of the Engineer, and which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

6) **TESTING**

- a) General: All sampling and testing shall be accomplished by the testing laboratory approved by the Owner and employed by the Contractor to perform such services. Results shall be immediately forwarded to the Engineer by the Contractor.
- b) Earthwork: Earthwork directly involved with road and street repair shall be tested as follows:
 - i) Moisture Density Relationship (Standard Proctors): Two tests of sampled native material shall be required.
 - ii) Tests shall be in accordance with AASHTO T 99.
 - iii) Field Density: A minimum of two and a maximum of four field density tests shall be required. Density tests shall be in accordance with AASHTO T 191 or ASTM D 2922.
 - iv) Topsoil: Two pH tests and two organic content tests (wet combustion method) will be required.

CONCRETE

1) GENERAL

- a) This item shall consist of furnishing all materials, labor, supervision, tools, equipment and incidentals and performing all forms of work; furnishing and placing reinforcement, inserts and anchors; mixing, placing, curbing, and furnishing of Portland cement concrete.
- b) The work includes, but is not necessarily limited to manholes, pumping stations, lift stations and minor concrete work.

2) APPLICABLE DOCUMENTS: The following publications form a part of this Specification and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publication referenced shall apply to the work.

a) AMERICAN SOCIETY for TESTING and MATERIALS (ASTM):

- i) A 615 Billet Steel for Concrete Reinforcement
- ii) C 31 Making and Curing Concrete Compressive and Flexural Strength Test Specimens in the Field
- iii) C 33 Concrete Aggregates
- iv) C-39 Compressive Strength of Molded Concrete Cylinders
- v) C 143 Slump of Portland Cement Concrete
- vi) C 150 Portland Cement

b) MISSISSIPPI DEPARTMENT of TRANSPORTATION (MDOT)

- i) Standard Specifications for Road and Bridge Construction 2004 Edition.

3) SUBMITTALS: The following data shall be submitted to the Engineer for review prior to incorporation into the work:

- a) Letter from the manufacturer certifying the concrete mix conforms to the requirements for Class B concrete as defined in Section 804 of the MDOT Standard Specifications for Road and Bridge Construction.
- b) Letter of certificate from the manufacturer certifying that the reinforcing steel conforms to the herein specified requirements.

4) MATERIALS:

- a) General: The concrete shall be ready-mix concrete manufactured by a plant for delivery to the site of the work in a plastic state. The Contractor may batch the concrete at the work site by use of portable mixers providing the following requirements are met:
 - i) Facilities shall be provided to properly weight, proportion and control the components of the concrete mix.
 - ii) The mixer(s) shall be of such capacity so as to allow the complete placement of the plastic concrete mix prior to the initial set of any portion of the particular concrete pour.

- b) Concrete Mix: The concrete materials and mix design shall conform to the requirements for Class B concrete Section 804, MSHD Standard Specifications for Road and Bridge Construction. The compressive strength of the concrete shall be a minimum of 3000 psi at 28 days, or earlier. Type I Portland cement shall be used in the mix, except where otherwise specified or permitted. Prior to producing any concrete for cast-in-place construction on the project, the Contractor shall submit to the Engineer the proposed mix design and shall obtain Engineer's approval of the mix design.
- c) Reinforcing Steel - shall be new stock, deformed bars conforming to ASTM A 615, Grade 40 or Grade 60.
- d) Curing Material - shall consist of wetted burlap, wetted cotton mats, plastic sheeting, or an approved liquid membrane material which will satisfactorily keep the new concrete in a moist condition for at least seven (7) days.

5) CONSTRUCTION:

- a) Weather Limitations: Concrete shall be placed when the atmospheric temperature is a Minimum of thirty-five (35) degrees F. and rising. Newly placed concrete shall be protected from cold temperatures for at least four (4) days at a temperature of not less than forty (40) degrees F.
- b) Forms: Forms shall be securely anchored in place and properly aligned. Wood forms shall be oiled prior to placement of fresh concrete mix.
- c) Reinforcement: Reinforcing bars shall be securely mounted by the use of chairs or other approved methods so as to not become displaced during placement of concrete mix. The positioning of reinforcing by working the bars into the newly placed concrete mix shall not be allowed.
- d) Placement: The plastic concrete mix shall be worked (and vibrated if required) into the formwork. The mix shall be consolidated so as to remove all voids and finished to form a true and level surface.
- e) Curing: The hardened concrete shall be kept moist by the use of curing materials for a minimum of seven (7) days.
- f) Slump Requirements: The following slump requirement shall apply: Class B Concrete 2-4 Inches
- g) Chamfered Corners: All exposed corners shall be chamfered one (1) inch or as indicated.
- h) Finish:
 - i) All surfaces shall be "floated" to provide a uniform and level surface. Defects (honeycombs, ties, etc.) shall be repaired. No rubbing shall be required.
 - ii) Sidewalks, driveways and other surfaces subject to pedestrian traffic shall be floated as noted in Paragraph (a) above and shall receive a "broom" finish.

6) TESTING: The following test shall be required:

- a) Slump: The Engineer shall test the concrete mix for conformance to the slump requirements as required. Test shall be in accordance with ASTM C 143.
- b) Compressive Strength: The Engineer shall sample the concrete mix and prepare test cylinders for conformance to the compressive strength requirements. The Contractor shall transport the cylinders to the testing laboratory (employed by the Contractor) and have the cylinders tested in accordance with ASTM C 31 and C 39. The results of such test shall be forwarded to the Engineer. Test shall be performed at the

following schedule.

- i) One test per 15 cubic yards or major fraction thereof. A minimum of one test for each day of mixing shall be performed.

SEEDING and SODDING

- 1) **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) **SUBMITTALS:** Certificates for fertilizer, limestone, seed.
- 3) **MATERIALS**
 - a) **Topsoil:** Topsoil shall be the surface layer of soil that is stockpiled by the Contractor during stripping and/or excavation on the site. The topsoil shall be free of subsoil, clay, lumps, stones, brush or seed. Topsoil shall have a pH value of not less than 4.5 or more than 8.0.
 - b) **Lime:** Lime shall be ground limestone containing not less than 80% of total carbonates and shall be ground to such fineness that 80% will pass through a No. 10 mesh sieve and 40% will pass through a No. 40 mesh sieve.
 - c) **Fertilizer:** Fertilizer shall be water soluble commercial carriers of available plant food elements or combinations thereof, as stated herein and shall conform to the applicable state fertilizer laws. They shall be uniform in composition, dry, and free flowing materials in condition for application by suitable equipment. The fertilizer shall be delivered in standard bags or other convenient standard containers, each fully labeled with manufacturer's guaranteed analysis. Any fertilizer shall contain not less that the percentages by weight of the ingredients set out as follows: (1) Nitrogen, 13% (2) Phosphorous P O, 13%, (3) Potash K C, 13%. Invoices for fertilizer will show the kind and have analysis furnished.
 - d) **Seed:** Seeds with a minimum pure live seed content of 90% shall be used. They shall be of the best grade and of known vitality, purity, and germination and shall be delivered in containers bearing seed tags as required by law showing percentages of germination content and purity of seed as well as percentages of weed seed content.
 - i) All seeds shall be free of wild onion, Canadian thistle, Johnson grass, crab grass or other seeds of noxious weeds. All seeds shall be furnished in standard containers, or as acceptable to the Engineer. Seed which has become wet, moldy or otherwise damaged in transit or storage will not be acceptable.

Purity, Germination, and Planting Schedule			
<u>Spring and Summer Seeding</u> (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
<u>Fall and Winter Seeding</u> (September 1 to March 1)			
<u>Name</u>	<u>Percent Purity</u>	<u>Percent Germination</u>	<u>Mix (dry wt. lbs.) per Acre</u>
Unhulled Bermuda	95	90	20
Pensacola Bahia	95	90	30
Rye	95	85	15
Crimson Clover	95	85	8
TOTAL			73

- ii) Seeding in Existing Lawns: Grass seeds for existing lawns shall be the same as the existing grass.
- e) Leguminous Inoculants: Inoculation media containing live nitrogen-fixing bacteria shall be supplied with all legume seed. The inoculants shall be standard, pure culture of nitrogen-fixing bacteria. Each kind of legume will require cultural bacteria that are adapted to that particular kind of seed. The bacteria shall be supplied in convenient containers seed. The bacteria shall be supplied 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.
- i) Soil for Repairs: for fills or areas to be repaired, soil shall be topsoil of a least equal quality to that which exists in areas adjacent to the area to be repaired.
- f) Water: Water shall be free from oil, acid, alkali, salt, and other substances harmful to growth of grass, and shall be from a source accepted prior to use.
- g) Solid Sod: Bermuda or Carpet Grass and shall be native to the locality of the work and shall, when placed be live, fresh, growing grass with at least two and one-half (2-1/2) inches of soil adhering firmly to the roots. The sod shall be reasonably free from obnoxious weeds or other grasses, and shall not contain any matter deleterious to its growth; or which might affect its subsistence or hardness when transplanted. The sod shall be in blocks at least 3"x 8", and free from ragged edges.

4) INSPECTION AND TESTS

- a) Fertilizer and Limestones: Duplicate copies of material invoices shall be furnished to the Engineer. Invoices shall show quantities and grade of fertilizer, quantity of limestone, percentages of calcium carbonate and magnesium carbonate, as applicable, and the percentages of limestone that pass the No. 40 and the No. 10 mesh sieves. Samples of each lot of fertilizer and limestone shall be furnished for testing. Upon completion of project a final check of total quantities of fertilizer and limestone used will be made against total area treated, and if minimum rates of application have not been met, additional quantities of these materials to make up minimum application specified shall be distributed.
- b) Seed: Contractor shall furnish to the Engineer duplicate signed copies of statement(s) from vendor(s), certifying that each container of seed delivered is labeled in accordance with Federal Seed Act and is at least equal to requirements specified therein. This certification shall be obtained from vendor and shall be furnished before application.

5) PREPARATION of GROUND SURFACE

- a) General: Equipment, in good operating condition, shall be used for the proper preparation of the ground and for handling and placing all materials. Equipment shall be acceptable before work is started.
- b) 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.
- c) Grading: Previously established grades shall be maintained on the areas to be treated in a true and even condition; necessary repairs shall be made to previously graded areas by means of graders or other approved equipment.
- d) Tillage: After the areas required to be treated have been brought to the grades shown, the soil shall be tilled to a depth of at least 4 inches by plowing, disking, harrowing, or other acceptable operations until the condition of the soil is acceptable. The work shall be performed only during period when beneficial results are likely to be obtained. When drought, excessive moisture, or other unsatisfactory conditions prevail, the work shall be stopped when directed. Undulations or irregularities in the surface shall be leveled before the

next specified operation.

6) APPLICATION of FERTILIZER and LIMESTONE

- a) 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 these specifications.
- b) Liming: Immediately following or simultaneously with incorporation of fertilizer, limestone shall be distributed uniformly at a rate of 4000 pounds per acre, and shall be mixed into the soil to a depth of at least 4 inches by disking, harrowing, or other acceptable methods. Application of limestone along with fertilizer may be part of the operation specified in Section 5.4: TILLAGE of these specifications.
- c) Leveling: Surface irregularities resulting from tillage, fertilizing, liming, or other operations shall be leveled before seeding.
- d) 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) PLANTING SEED

- a) General: A satisfactory method of sowing shall be employed; using approved mechanical power-drawn drills or seeders, or other approved methods. When drills are used, markers or other means shall be provided to 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.
- b) Broadcast Seeding: Seeding shall be broadcast either by hand or with acceptable seeding equipment, in combination with fertilizer, or with other acceptable sowing equipment. Seed shall be distributed uniformly over designated areas. Half of the seed shall be sown with sower moving at right angles to first sowing. Seed shall be covered to an average depth of 1/4 inches by brush harrow, spiketooth harrow, chain harrow, cultipacker, hand rake with wood tines, or other approved device. Seed shall not be broadcast during windy weather.
- c) Drill Seeding: Drill seeding shall be accomplished with approved equipment with drills set not more than 6 inches apart. Seed shall be sown uniformly over designated areas to average depth of 1/4 inch.
- d) Sodding: All solid sod shall be procured areas where the soil is fertile and contains a high percentage of loamy topsoil, and from areas that have been grazed or mowed sufficiently to form a dense turf.
- e) Mechanical devices, such as sod cutter, may be used for cutting the sod into strips or blocks. Care shall be exercised at all times to retain the native soil on the roots of the sod during the process of excavating, hauling and planting.
- f) The solid sod blocks shall be transplanted within 24 hours from the time of cutting, unless they are stacked at their destination in a manner satisfactory to the Engineer. All solid sod in stacks shall be kept moist and protected from exposure to the air and sun, and from freezing. In no event shall more than two (2) days elapse between the cutting and planting of the solid sod.

- g) Solid sod shall be planted during the period between March 1st and December 15th, unless written permission is given by the Engineer to extend the planting season. The solid sod shall be placed on the prepared surface with the edges in close contact. All cracks between blocks of solid sod shall be closed with small pieces of fresh sod and all cracks too small for sod shall be filled by a light dressing of topsoil. The entire sodded area shall then be compacted and watered to the satisfaction of the Engineer. Rollers, hand tamps or other approved equipment may be used for compacting.
- h) Surfaces of solid sodding which, in the opinion of the Engineer, may slide due to the height and slope of the surface or nature of the soil, shall, upon direction of the Engineer, be "pegged" with wooden pegs driven through the sod blocks into firm earth, sufficiently close to hold the sod in place.
- 8) **MAINTENANCE:** Seeded areas shall be maintained until all work or designated portions thereof have been completed and accepted. Tall grass and weeds that tend to impede the desired grass species shall be mowed, and any damage resulting from these operations shall be repaired at the Contractor's expense.
- 9) **ESTABLISHMENT of GROWTH**
 - a) General: The Contractor shall be responsible for proper care of seeded areas while grass is becoming established for three (3) months after completion of treatment on the entire project, unless desired cover is established in a shorter period of time and the Owner shortens responsibility period. The Contractor shall be responsible for providing a satisfactory stand of grass. A satisfactory stand of grass is determined as a cover of living grass in which gaps larger than 12 inches square do not occur as determined by an acceptance inspection made at the end of the maintenance period. Maintenance work shall be performed at the Contractor's expense.
 - b) **Mowing:** Seeded and sodded areas shall be mowed with acceptable mowing equipment to a height of about 4 inches when average height of grass becomes about 8 inches. When amount of cut grass is heavy, grass shall be removed to prevent destruction of underlying turf. If weeds or other undesirable vegetation threatens to impede the growth of planted species, such vegetation shall be mowed, or in case of excessive growth, shall be uprooted, raked and removed from area.
 - c) **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.
 - d) **Reseeding:** The Contractor will determine areas requiring reseeding at least 15 days before period specified for reseeding. Seed specified hereinbefore shall be drilled at rates hereinbefore specified, in a manner that will cause minimum disturbance to existing stand of grass, and at an angle of not less than 15 degrees from direction of previously seeded rows.

FIRE HYDRANT

- 1) **GENERAL:** Fire hydrants shall comply in all respects with AWWA Standard C-502, latest revision. Fire hydrants shall be of the compression type, with the main valve opening against the pressure and closing with the pressure. The main valve opening shall be 5 ¼" in diameter. Fire Hydrant shall be of a dry barrel, dry top design. The nozzle section shall consist of two (2) hose nozzles and one (1) pumper nozzle or other as specified.
- 2) **RATING:** Fire hydrants shall be rated at 250 psi water working pressure, tested at 500 pounds hydrostatic for structural soundness in the following manner: 500 pound hydrostatic test supplied from the inlet side, first with the main valve closed for the testing of the valve seat: second, with the main valve open for testing of the drain valves and the hydrant barrel. Testing to be complete in accordance with AWWA C-502 and ULFM requirements.
- 3) **END CONFIGURATION:** Hydrants shall be connected to the main by a 6" fusion bonded, epoxy coated mechanical joint shoe. Mechanical joint shoes shall be fitted with strapping lugs.
- 4) **DESIGN**
 - a) The main valve seat of the hydrant shall be made of rubber and be supported by a one-piece bronze top plate / drain valve mechanism. Drain valves shall be faced with rubber. The bottom stem threads of the main valve rod shall be fitted with an epoxy coated, cast iron bottom plate, sealing lower rod threads from the water.
 - b) Changes in size or shape of the waterway (hydrant nozzles) shall be accomplished by means of easy curves. Exclusive of the main valve opening, the net area of the waterway of the barrel and the foot piece at the smallest part shall not be less than 120% of that of the net opening of the main valve.
 - c) Hose and pumper nozzles shall be threaded and screwed into the nozzle section and then mechanically locked to prevent turning.
 - d) Hose and pumper caps shall be chained to the hydrant
 - e) The hydrant shall be so designed that when it is in place, no excavation will be required to remove the main valve and movable parts of the drain valve. Further, the hydrant shall be of the type that can be extended without excavating.
 - f) Hydrants shall be so designed that, in the event of accident, or breaking of the hydrant above or near grade level; the main valve will remain closed.
 - g) The main valve rod shall be made in two parts and fitted with breakable coupling at the ground line flange.
 - h) The ground line connection between nozzle section and the barrel shall incorporate the use of a traffic flange. This connection shall be so designed that the nozzle section can be rotated in any increment of 360°. The ground line connection between the barrel and nozzle sections shall have a rubber o-ring gasket to provide a seal.
 - i) The operating threads of the hydrant shall be so designed as to avoid the working of any iron or steel parts against either iron or steel. The operating stem and operating nut threads shall be square or acme type.
 - j) The operating thread shall be lubricated at factory with food grade grease. Access shall be provided to field lubricate the operating mechanism.
 - k) The operating thread shall be sealed from water at all times when the valve is either in the opened or closed position. The operating rod shall be bronze sheathed where it passes through the double "O" ring seal in the

bonnet.

- l) The bonnet shall be weather proof and utilize a weather shield integral with the external wrench operating nut.
- m) The operating nut shall be made of bronze with a self-lubricating design.
- n) Hydrants shall be of the dry barrel type and the hydrant shoe shall have two positive acting non-corrosive drain valves that shall drain the hydrant completely by opening when the main valve is closed, and close tightly in accordance with AWWA C-502 requirements when main valve is open.
- o) The main valve assembly shall be seated in the hydrant with a bronze-to-bronze interface to facilitate removal of the main valve, should maintenance be required. The nozzle section shall consist of two-2 1/2" hose nozzles to the specified thread designation (NST) and one pumper nozzle 4 1/2" in diameter to the specified thread designation (NST), or other combination of nozzle outlets, including independent hose gate valves, as shown on the plans.
- p) Two O-ring seals shall be utilized where the main hydrant rod passes through the 1 piece bonnet.
- q) Hydrant standpipe shall be ductile iron and single piece for all bury depths.
- r) All like parts of hydrants of the same size and model produced by the same manufacturer shall be interchangeable.
- s) Hydrant shall open by turning to the left. The direction of opening is to be permanently marked on the hydrant bonnet.
- t) Threads on hose and steamer nozzles shall be National Standard unless otherwise specified.
- u) Size and shape of operating nuts cap nuts shall conform to National Standard unless otherwise specified.
- v) Bury shall be a minimum of three (3) feet measuring depth from grade line to bottom of trench or connecting pipe.
- w) Auxiliary shut-off (isolation) gate valves, when required, shall be of the same manufacture as the hydrant.

5) **COATING**

- a) The inside of all hydrants shall be coated in accordance with AWWA standards except for bronze and threaded machined surfaces. Exterior on hydrant nozzle section shall be painted Fire Hydrant Red (or other as shown on the plans).
- b) Hydrant shoes shall have an interior and exterior thermosetting epoxy coating of 5 to 6 mils meeting AWWA C550.

6) **MARKINGS:** Hydrant shall be marked with the name of the manufacturer, size of valve opening, direction of opening and the year of manufacture all in accordance with the AWWA C-502.

7) **SOURCE:** Hydrants shall be M&H Model 129.

PRESSURE REDUCING VALVE

- 1) **FUNCTION:** The Pressure Reducing Valve shall maintain a constant downstream pressure regardless of changing flow rate and/or inlet pressure.
- 2) **MAIN VALVE:** The valve shall be hydraulically operated, single diaphragm-actuated globe or angle pattern. The valve shall consist of three major components; the body with seat installed the cover with bearings installed, and the diaphragm assembly. The diaphragm assembly shall be the only moving part and shall form a sealed chamber in the upper portion of the valve, separating operating pressure from line pressure. Packing glands and/or stuffing boxes are not permitted and there shall be no pistons operating the main valve or pilot controls.
- 3) **MAIN VALVE BODY:**
 - a) No separate chambers shall be allowed between the main valve cover and body. Valve body and cover shall be of cast material. Ductile iron is standard and other materials shall be available. No fabrication or welding shall be used in the manufacturing process.
 - b) The valve shall contain a resilient, synthetic rubber disc with a rectangular cross-section contained on three and one-half (3 1/2) sides by a disc retainer and forming a tight seal against a single removable seat insert. No o-ring type discs (circular, square, or quad type) shall be permitted as the seating surface. The disc guide shall be of the contoured type to permit smooth transition of flow and shall hold the disc firmly in place. The disc retainer shall be of a sturdy one-piece design capable of withstanding opening and closing shocks. It must have straight edge sides and a radius at the top edge to prevent excessive diaphragm wear as the diaphragm flexes across this surface. No hourglass-shaped disc retainers shall be permitted and no V-type or slotted type disc guides shall be used.
 - c) The diaphragm assembly containing a non-magnetic 303 stainless steel stem of sufficient diameter to withstand high hydraulic pressure shall be fully guided at both ends by a bearing in the valve cover and an integral bearing in the valve seat. No center guides shall be permitted. The stem shall be drilled and tapped in the cover end to receive and affix such accessories as may be deemed necessary. The diaphragm assembly shall be the only moving part and shall form a sealed chamber in the upper portion of the valve, separating operating pressure from line pressure.
 - d) The flexible, non-wicking, FDA approved diaphragm shall consist of nylon fabric bonded with synthetic rubber compatible with the operating fluid. The center hole for the main valve stem must be sealed by the vulcanized process of a rubber grommet sealing the center stem hole from the operating pressure. The diaphragm must withstand a Mullins Burst Test of a minimum of 600 PSI per layer of nylon fabric and shall be cycle tested 100,000 times to insure longevity. The diaphragm shall not be used as the seating surface. The diaphragm shall be fully supported in the valve body and cover by machined surfaces which support no less than one-half of the total surface area of the diaphragm in either the fully open or fully closed position.
 - e) The main valve seat and the stem bearing in the valve cover shall be removable. The cover bearing and seat in 6" and smaller size valves shall be threaded into the cover and body. The valve seat in 8" and larger size valves shall be retained by flat head machine screws for ease of maintenance. The lower bearing of the valve stem shall be contained concentrically within the seat and shall be exposed to the flow on all sides to avoid deposits. To insure proper alignment of the valve stem, the valve body and cover shall be machined with a locating lip. No "pinned" covers to the valve body shall be permitted. Cover bearing, disc retainer, and seat shall be made of the same material. All necessary repairs and/or modifications other than replacement of the main valve body shall be possible without removing the valve from the pipeline. Packing glands and/or stuffing boxes shall not be permitted and components including cast material shall be USA Manufacture.
 - f) The valve manufacturer shall warrant the valve to be free of defects in material and workmanship for a period of three (3) years from date of shipment provided the valve is installed and used in accordance with all

- applicable instructions. Electrical components shall have a one (1) year warranty.
- g) The valve manufacturer shall be able to supply a complete line of equipment for 1 1/4" through 24" sizes and a complete selection of complementary equipment. The valve manufacturer shall also provide a computerized cavitation chart which show flow rate, differential pressure, percentage of valve opening, Cv Factor, system velocity, and if there will be cavitation damage.

Material Specification	
Valve Size::	12"
Main Valve Body and Cover::	Ductile Iron
Main Valve Trim:	Bronze
End Detail:	150# Flanges
Pressure Rating:	250
Rubber Material:	Buna-N-Rubber

4) **PILOT CONTROL SYSTEM**

- a) The pressure relief pilot shall be a direct-acting, adjustable, spring loaded, normally open, diaphragm valve designed to permit flow when controlling pressure is less than the spring setting. The pilot control is held open by the force of the compression on the spring above the diaphragm and it closes when the delivery pressure acting on the underside of the diaphragm exceeds the spring setting. Pilot control system shall include a fixed orifice. No variable orifices shall be permitted. The pilot system shall include an opening speed control on all valves 3" and smaller as standard equipment.
- b) A full range of spring settings shall be available in ranges of 0 to 450 psi.
- c) The CONTRACTOR shall be responsible for adjusting the pressure setting to make sustaining valve operate properly.
- 5) **Material Specification for Pilot Control:**

Material Specification for Pilot Control	
Pressure Rating	250
Trim	Stainless Steel
Rubber Material	Buna-N Synthetic Rubber
Tubing and Fittings:	Bronze
Adjustment Range:	20—105 psi
Operating Fluids:	Water
Desired Options:	None

- 6) **MANUFACTURER:** This valve shall be a Cal-Val Co. Model No. 90-01/690-01 Pressure Reducing Valve, or approved equal.



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2012-0517

File ID: 2012-0517

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 02/09/2012

Brief Title: Privilege License Report for January 2012

Final Action:

Minute Book Number: MB 2012-1/55

Title:

Acknowledge receipt of Privilege License Report for the month of January, 2012 from the Tax Department, as per recommendation.

Notes:

Sponsors:

Enactment Date:

Attachments: Privilege Lic for Jan 2012

Enactment Number:

Contact: Marilyn Schwandt

Meeting Date: 02/21/2012

Drafter: Marilyn Schwandt

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/21/2012					

Text of Legislative File 2012-0517

Title

Acknowledge receipt of Privilege License Report for the month of January, 2012 from the Tax Department, as per recommendation.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

PRIVILEGE LICENSE MONTHLY REPORT
January 2012

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0120048	20.00		LAURA PENNEBAKER ARTS, LLC 101 DANBURY LANE HATTIESBURG, MS 39402
0120053	20.00		RENT A CENTER #05947 4700 J HARDY ST PLANO, TX 75024
0120066	20.00		REAL CUTTERS 2216 ALICE DRIVE HATTIESBURG, MS 39401
0120070	20.00		JON MARKS EDWARDS 212 MCKINNON ST PETAL, MS 39465
0120078	20.00		GRATEFUL SOUL 3002 MAGNOLIA PLACE HATTIESBURG, MS 39402
0120079	20.00		DOWNTOWN DOWN DOG 127 BUSCHMAN ST STE 20 HATTIESBURG, MS 39401
0120085	20.00		PEPPER'S PARTIES, TOO! 124 GRAND DRIVE, STE 1020 ELLISVILLE, MS 39437
0120094	20.00		SPECIALTY VENDING HATTIESBURG, MS 39401
0120107	20.00		RED PENGUIN ICE CREAM 5716 HWY 49 HATTIESBURG, MS 39401
0120109	30.00		WENDY'S #237 6 LAKE FORGETFUL HATTIESBURG MEMPHIS, TN 38103
0120110	20.00		FIXRITE HOME REPAIR LLC 104 CARRIE RD. HATTIESBURG, MS 39402
0120113	30.00		NOBLES CONTRACTING LLC 105 BAYBERRY LOOP S HATTIESBURG, MS 39402
0120114	20.00		SOUTHGATE REALTY, LLC 1700 S 28TH AVE, STE C HATTIESBURG, MS 39404

PRIVILEGE LICENSE MONTHLY REPORT
January 2012

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0120118	20.00		VERIZON WIRELESS 2604 HARDY STREET KNOXVILLE, TN 37919
0120124	20.00		THE SECRET GALLERY 6555 HWY 98 WEST, STE 7 HATTIESBURG, MS 39404
0120147	20.00		ANGEL ACADEMY LEARNING CENTER 6080 HWY 49 S HATTIESBURG, MS 39401
0120150	30.00		GOLDBELT FALCON, LLC 2903 ARLINGTON LOOP CHEASPEAKE, VA 23320
0120155	20.00		ALTER EGO SALON 116 BROADWAY DR HATTIESBURG, MS 39401
0120191	45.00		REDBOX AUTOMATED RETAIL LLC 1909 HARDY ST OAKBROOK TERRACE, IL 60181
0120192	45.00		REDBOX AUTOMATED RETAIL LLC 5021 HWY 42 OAKWOOD TERRACE, IL 60181

20	480.00	.00	

191 9,788.36 316.70

Total Collection For January

New Licenses	480.00
Renewed Licenses	9,788.36
Penalties	316.70
Grand Total	10,585.06



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2012-0524

File ID: 2012-0524

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 02/13/2012

Brief Title: Approve sale of grave spaces

Final Action:

Minute Book Number: MB 2012-1/552

Title:

Approve sale of grave spaces per attached memo.

Notes:

Sponsors:

Enactment Date:

Attachments: Grave Sales 2.21.12, executed Grave Sales 2.21.12

Enactment Number:

Contact: Robert Harvey

Meeting Date: 02/21/2012

Drafter: Marilyn Schwandt

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/21/2012					

Text of Legislative File 2012-0524

Title

Approve sale of grave spaces per attached memo.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

TO: CITY COUNCIL

FROM: Robert Harvey, General Manager of Cemeteries

DATE: February 21, 2012

RE: Grave Space Sells

The following represents the grave spaces that were sold from January 26, 2012 through February 13, 2012:

Willie L Barnes

(1) space \$175.00

West Half (W1/2) of the Southeast Quarter (SE1/4)

Lot 79, Section 29, Highland Cemetery

Carmen Gibbs

(1) space \$175.00

North Half (N1/2) of the Southeast Quarter (SE1/4)

Lot 33, Section 33, Highland Cemetery

Stanley Easterling

(1) space \$175.00

South Half (S1/2) of the Southwest Quarter (SW1/4)

Lot 77, Section 36, Highland Cemetery

Kerri I King

(4) spaces \$700.00

West Half (W1/2)

Lot 40, Section 36, Highland Cemetery

Bobby Ray Walker

(1) space \$175.00

South Half (S1/2) of the Southwest Quarter (SW1/4)

Lot 50, Section 35, Highland Cemetery

William L and Stella Prout

(2) spaces \$350.00

Southeast Quarter (SE1/4)

Lot 98, Section 37, Highland Cemetery

Raymond Virgil Clark

(1) space \$175.00

South Half (S1/2) of the Southwest Quarter (SW1/4)

Lot 95, Section 36, Highland Cemetery

Robert E Walker

(8) spaces \$1400.00

Lot 86, Section 37, Highland Cemetery

Rodney Gillespie Hoard, Sr

(1) space \$175.00

South Half (S1/2) of the Southwest Quarter (SW1/4)

Lot 64, Section 36, Highland Cemetery

Alois B Watrous

(1) space \$175.00

North Half (N1/2) of the Northwest Quarter (NW1/4)

Lot 43, Section 30, Highland Cemetery

LeRoy Millsap

(1) space \$175.00

South Half (S1/2) of the Northwest Quarter (NW1/4)

Lot 40, Section 35, Highland Cemetery

Alice Marie Lee

(1) space \$175.00

South Half (S1/2) of the Southwest Quarter (SW1/4)

Lot 17, Section 34, Highland Cemetery

Annie Mae Woodland Cooper

(1) space \$175.00

South Half (S1/2) of the Southeast Quarter (SE1/4)

Lot 72, Section 36, Highland Cemetery

Carolyn Reed

(1) space \$175.00

North Half (N1/2) of the Southwest Quarter (SW1/4)

Lot 17, Section 34, Highland Cemetery

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 L. Barnes 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) Southeast Quarter (SE 1/4)

Lot Number: 79

Section Number: 29

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of February, 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 21st day of February, 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 Carmen Gibbs 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) Southeast Quarter (SE 1/4)

Lot Number: 33

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 21st day of February, 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 21st day of February, 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 Stanley Easterlin, 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) Southwest Quarter (SW 1/4)

Lot Number: 77

Section Number: 36

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of February, 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 21st day of February, 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 SEVEN HUNDRED AND NO/100 Dollars (\$700.00), 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 Kerri I. King 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)

Lot Number :40

Section Number: 36

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
four (4) 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 21st day of February, 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 21st day of February, 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 Bobby Rau Walker 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) Southwest Quarter (SW 1/4)

Lot Number: 50

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 21st day of February, 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 21st day of February, 2012.

My Commission Expires: _____

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

(Corrected)

**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, William L or Stella Prout, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE 1/4)
&
Lot Number 98 Section 37

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 21st day of February, 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 21st day of February, 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 Raymond V Clark, 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) Southwest Quarter (SW 1/4)

Lot Number: 95

Section Number: 36

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of February, 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 21st day of February, 2012.

My Commission Expires: _____

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

CORRECTED
DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE THOUSAND FOUR HUNDRED AND NO/100 Dollars (\$1,400.00), 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 Robert E. Walker, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Lot Number 86

Section Number 37

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
eight (8) 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 21st day of February, 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 21st day of February, 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 Rodney Gillespie Hoard, Sr. 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) Southwest Quarter (SW 1/4)

Lot Number: 64

Section Number: 36

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of February, 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 21st day of February, 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 Alois B Watrous 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) Northwest Quarter (NW 1/4)

Lot Number: 43

Section Number: 30

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 21st day of February, 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 21st day of February, 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 LeRoy Millsap 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) Northwest Quarter (NW 1/4)

Lot Number: 40

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 21st day of February, 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 21st day of February, 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 Alice Marie Lee 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) Southwest Quarter (SW 1/4)

Lot Number: 17

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 21st day of February, 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 21st day of February, 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 Annie Mae Woodland Cooper 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) Southeast Quarter (SE 1/4)

Lot Number: 72

Section Number: 36

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of February, 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 21st day of February, 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 Carolyn Reed 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) Southwest Quarter (SW 1/4)

Lot Number: 17

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 21st day of February, 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 21st day of February, 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 L. Barnes 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) Southeast Quarter (SE 1/4)

Lot Number: 79

Section Number: 29

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.
GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of February, 2012.

ATTEST:

Eddie L. Myers
CITY CLERK

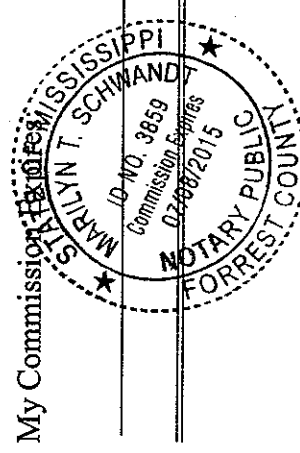
Johnny L. DuFree
CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

(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. 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 21st day of February, 2012.



Marilyn T. Schwardt
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 Carmen Gibbs 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) Southeast Quarter (SE 1/4)

Lot Number: 33

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 21st day of February, 2012.

ATTEST:

Eddie R. Myers
CITY CLERK

(S E A L)

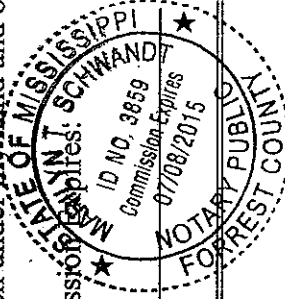
Johnny L. DuPree
CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

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 21st day of February, 2012.

My Commission Expires:



Merilyn T. Schwardt
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 Stanley Easterlin 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) Southwest Quarter (SW 1/4)

Lot Number: 77 Section Number: 36

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of February, 2012.

ATTEST:

Eddie R. Myers
CITY CLERK

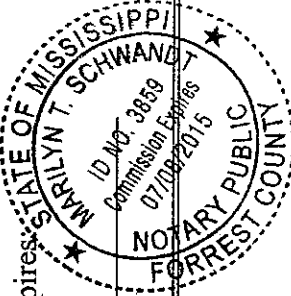
(S E A L)

Johnny L. DuPre
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. 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 21st day of February, 2012.



My Commission Expires: 07/08/2015
Marilyn T. Schwandt
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 SEVEN HUNDRED AND NO/100 Dollars (\$700.00), 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 Kerri I. King 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)

Lot Number :40

Section Number: 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing four (4) 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 21st day of February , 2012.

ATTEST:

Eddie R. Myers
CITY CLERK

Johnny L. DuPree
CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

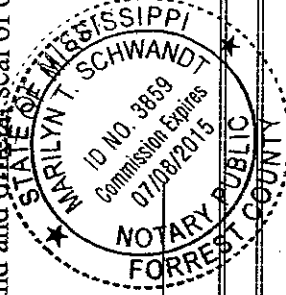
(S E A L)

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 21st day of February, 2012.

My Commission Expires:



Marilyn T. Schwandt
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 Bobby Rau Walker 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) Southwest Quarter (SW 1/4)

Lot Number: 50

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 21st day of February, 2012.

ATTEST:

Eddie R. Myers
CITY CLERK

(S E A L)

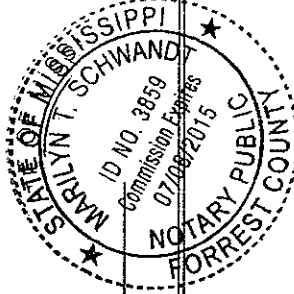
Johnny L. DuPree
CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

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 21st day of February, 2012.

My Commission Expires:



Marilyn T. Schwandt
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

(Corrected)

**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, William L or Stella Prout, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE 1/4)

&

Lot Number 28 Section 37

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 21st day of February, 2012.

ATTEST:

Eddie R. Myers
CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI
Johnny L. DuFree
MAYOR

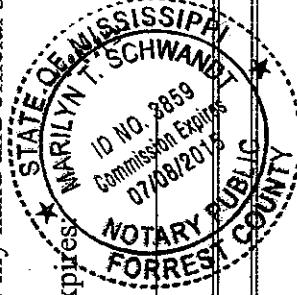
(S E A L)

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 21st day of February, 2012.

My Commission Expires:



Marilyn T. Schwandt
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 Raymond V Clark 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) Southwest Quarter (SW 1/4)

Lot Number: 95

Section Number: 36

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of February, 2012.

ATTEST:

Eddie R. Myers
CITY CLERK

(S E A L)

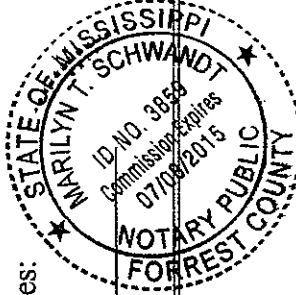
Johnny L. DuFree
CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. 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 21st day of February, 2012.

My Commission Expires:



Marilyn T. Schwandt
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

CORRECTED
DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE THOUSAND FOUR HUNDRED AND NO/100 Dollars (\$1,400.00), 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 Robert E Walker, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Lot Number 86

Section Number 37

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
eight (8) 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 21st day of February, 2012.

ATTEST:

Eddie R. Myers
CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI
Henry J. Walker
MAYOR

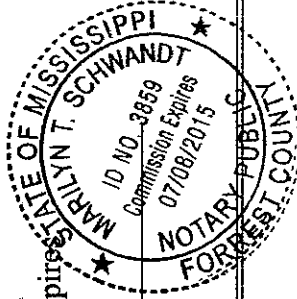
(S E A L)

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 21st day of February, 2012.

My Commission Expires



Marilyn T. Schwandt
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 Rodney Gillespie Hoard, Sr. 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) Southwest Quarter (SW 1/4)

Lot Number: 64

Section Number: 36

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of February, 2012.

ATTEST:

Eddie R. Myers
CITY CLERK

(S E A L)

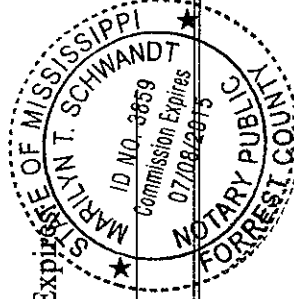
Johnny L. DuFree
CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. 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 21st day of February, 2012.

My Commission Expires



Marilyn T. Schwandt
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 Alois B Watrous 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) Northwest Quarter (NW 1/4)

Lot Number: 43

Section Number: 30

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 21st day of February, 2012.

ATTEST:

Eddie R. Myers
CITY CLERK

(S E A L)

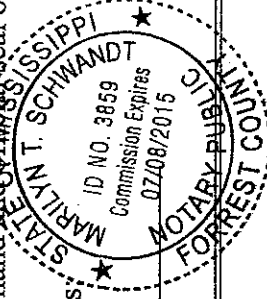
Johnny L. DuPree
CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

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 21st day of February, 2012.

My Commission Expires:



Martin T. Schwandt
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 LeRoy Millsap 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) Northwest Quarter (NW 1/4)

Lot Number: 40

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 21st day of February, 2012.

ATTEST:

Eddie R. Myers
CITY CLERK

(S E A L)

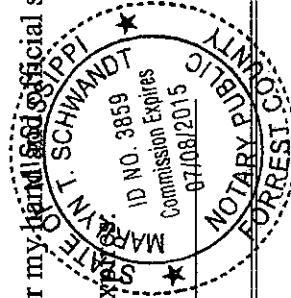
CITY OF HATTIESBURG, MISSISSIPPI
Johnny L. DuFree
MAYOR

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 21st day of February, 2012.

My Commission Expires _____



Mary T. Schwandt
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 Alice Marie Lee 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) Southwest Quarter (SW 1/4)

Lot Number: 17

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 21st day of February, 2012.

ATTEST:

Eddie R. Myers
CITY CLERK

(S E A L)

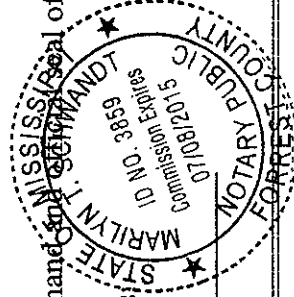
Johnny L. DuFree
CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. 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 seal of office on this, the 21st day of February, 2012.

My Commission Expires:



Myrtle T. Sheff
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 Annie Mae Woodland Cooper 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) Southeast Quarter (SE 1/4)

Lot Number: 72

Section Number: 36

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of February, 2012.

ATTEST:

Eddie R. Myers
CITY CLERK

(S E A L)

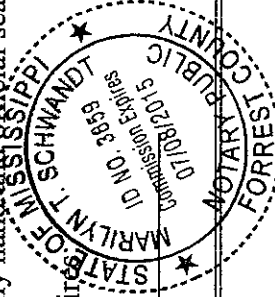
CITY OF HATTIESBURG, MISSISSIPPI
Johnny L. Myers
MAYOR

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 21st day of February, 2012.

My Commission Expires



Marilyn T. Schwandt
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 Carolyn Reed 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) Southwest Quarter (SW 1/4)

Lot Number: 17

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 21st day of February, 2012.

ATTEST:

Eddie R. Myers
CITY CLERK

(S E A L)

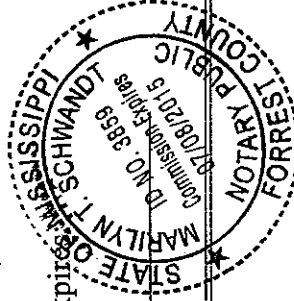
John R. Myers
CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

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 21st day of February, 2012.

My Commission Expires



Marilyn T. Schwandt
NOTARY PUBLIC



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2012-0528

File ID: 2012-0528

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 02/14/2012

Brief Title: CDBG Manual Checks

Final Action:

Minute Book Number: MB 2012-1/55

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, Supporting Docs for CDBG Checks

Enactment Number:

Contact:

Meeting Date: 02/21/2012

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	02/21/2012					

Text of Legislative File 2012-0528

Title

Approve and authorize issuance of manual checks for CDBG Program Claims per attached memorandum.{Entitlement}

Summary

CDBG Manual Checks

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Franklyn L. Tate, Director
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual checks for CDBG Program claims

DATE: February 14, 2012

The following request for payment is being submitted for approval during the City Council's February 21, 2012 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient:	Smith's Remodeling
Activity:	Reconstruction
Program:	CDBG
Project Site:	620 Poplar Row Alley
Amount Requested:	\$7,500.00
Purpose of Request:	Draw #3
Work Provided by:	Smith's Remodeling

Recipient:	Glenn, Richardson & Stovall Construction, Inc.
Activity:	Demolition
Program:	CDBG
Project Site:	
221 Fredna Ave.	\$4,000.00
720 Lincoln St.	\$5,000.00
Amount Requested:	\$9,000.00
Purpose of Request:	Draw for completion of demolitions 4 and 5 of 6
Work Provided by:	Glenn, Richardson & Stovall Construction, Inc.

Recipient:	J & J Construction
Activity:	Demolition
Program:	CDBG
Project Site:	700 Katie Ave.
Amount Requested:	\$4,000.00
Purpose of Request:	Draw for completion of demolition
Work Provided by:	J & J Construction

Recipient:	Endom Trailer
Activity:	Rehabilitation
Program:	CDBG
Project Site:	620 Poplar Row Alley
Amount Requested:	\$100.00
Purpose of Request:	Container Storage
Work Provided by:	Endom Trailer

Recipient:

Activity:

Program:

Project Site:

Amount Requested:

Purpose of Request:

Work Provided by:

Waste Management

Rehabilitation

CDBG

714 Woodland Ct.

\$305.00

Draw #3

Dumpster Disposal

Recipient:

Activity:

Program:

Project Site:

Amount Requested:

Purpose of Request:

Work Provided by:

Mary Breland

Reconstruction

CDBG

620 Poplar Row Alley

\$650.00

Temporary Relocation – 2/21 – 3/20/2012

n/a

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/Mary Breland
620 Poplar Row
Hattiesburg, MS 39401



Request: Final draw for work done according to work write-up,

\$ 7,500⁰⁰/₁₀₀

Total amount of invoice;

7,500⁰⁰/₁₀₀

Signature:

2/14/12

Date: 2-13-12

159 Augustine Dr.
Hattiesburg, MS 39402

Invoice #: 5

Due Date: 1/26/2012

City of Hattiesburg
Accounting Dept.
PO Box 1898
Hattiesburg, MS 39403-1898

Balance Due	\$4,000.00
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02-13-12 P03:03 RCVD

2/14/12

159 Augustine Dr.
Hattiesburg, MS 39402

Invoice #: 3

Invoice Date: 1/26/2012

Due Date: 1/26/2012

City of Hattiesburg
Accounting Dept.
PO Box 1898
Hattiesburg, MS 39403-1898

[Signature]
2/19/12

J&J Construction

5143 Lincoln Rd Ext. Ste 2
Hattiesburg, MS 39402

Invoice

Date	Invoice #
12/12/2011	120

Bill To
City of Hattiesburg Accounting Dept P.O.Box 1898 Hattiesburg, Ms 39403-1898

P.O. No.	Terms	Project
120200	Due on receipt	

Quantity	Description	Rate	Amount
	Removed and hauled off burned out duplex at 700 Katie Ave. Cleaned up lot of any and all additional debris	4,000.00	4,000.00
Thank you for your business.		Total	2/14/12 \$4,000.00

P.O. DRAWER 10
ELLISVILLE, MS 39437
PHONE: (800) 530-7348

Date	Invoice #
1/30/2012	R40660

Bill To	545-4650
CITY OF HATTIESBURG	
P.O. BOX 1898	
HATTIESBURG, MS 39403-1898	

PO Number	Terms
ANDREW ELLARD	Net 10

Item	Description	Quantity	Rate	Amount
EC-456	40' Container, Storage, PO: ANDREW ELLARD, 1/1/12 - 1/31/12	1	100.00	100.00

Subtotal	\$100.00
Sales or Use Tax (0.00%)	\$0.00
Total	\$100.00

FD 2/14/12



Waste Management of
South MS - Pinebelt
PO Box 2475
Tupelo MS 38803
(800) 284-2451
(866) 645-0948 FAX

INVOICE

Customer: CITY OF HATTIESBURG
Account Number: 377-0006781-0377-1
Invoice Date: 02/01/2012
Invoice Number: 2095167-0377-1
Due Date: Due Upon Receipt
WM ezPay Account ID: 00007-88209-03009

Total Current Charges	Total Amount Due
305.00	305.00

Account Summary

Description	
Previous Balance	846.40
Total Credits and Adjustments	125.00-
Total Payments Received	721.40-
Total Current Charges	305.00
Total Amount Due	305.00
Total Amount Past Due	0.00

Please pay total amount due. Thank you for your business.

Service Period: JAN SERVICES

Description	Amount
Roll-Off	305.00
Total Current Charges	305.00

If full payment of the invoiced amount is not received within 30 days of the invoice date, you will be charged a monthly late fee of 1.5% of the unpaid amount, with a minimum monthly charge of \$5.00, or such lesser late fee allowed under applicable law, regulation or contract. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

FOR PROMPT AND ACCURATE POSTING OF YOUR PAYMENT, PLEASE SEND IT AND THE COUPON BELOW, TO OUR LOUISVILLE "REMIT TO" ADDRESS. SENDING YOUR PAYMENT TO OUR LOCAL OFFICE WILL DELAY POSTING TO YOUR ACCOUNT BY 10 TO 15 BUSINESS DAYS. THANK YOU!

Want to pay this bill on-line? Visit www.wm.com and click on My Account to make a convenient, secure payment.

Current Due	Over 30	Over 60	Over 90	Over 120	Total Due
305.00	0.00	0.00	0.00	0.00	305.00

02-07-12A09:54 RCVD



Waste Management of
South MS - Pinebelt
PO Box 2475
Tupelo MS 38803
(800) 284-2451
(866) 645-0948 FAX

Payment Coupon

Please detach and send with checks only (no cash).
Please send all other correspondence to your local WM site.

Your Account Number

377-0006781-0377-1

Pay your WM bill online at www.wm.com. To pay by phone, call 866-964-2729.

Invoice Date

02/01/2012

Your Invoice Number

2095167-0377-1

Due Date

Upon Receipt

Total Due

305.00

Amount Paid

Learn how we Think Green at
www.wm.com/thinkgreen

03773770006781020951670000003050000000030500 0

0002062.01 AB 0.374 **AUTO 13 1 7532 39403-189898 -C01-1 12154076



CITY OF HATTIESBURG
PO BOX 1898
ATTN FEDERAL AND STATE PROGRAMS
HATTIESBURG MS 39403-1898



Waste Management of
MS - Pinebelt
PO BOX 9001054
LOUISVILLE KY 40290-1054

From everyday collection to environmental protection,
Think Green. Think Waste Management.

FOR CHANGE OF ADDRESS OR ANY SERVICE ISSUES CONTACT NUMBER ON PAGE 1



Printed on
recycled paper.

000078820903009



Waste Management of
South MS - Pinebelt
PO Box 2475
Tupelo MS 38803

Page 3 of 3
Customer: CITY OF HATTIESBURG
Account Number: 377-0006781-0377-1
Invoice Date: 02/01/2012
Invoice Number: 2095167-0377-1
Due Date: Due Upon Receipt
WM ezPay Account ID: 00007-88209-03009

Service Location: 377-7876 City Of Hattiesburg (T): 714 Woodland Court: Hattiesburg Ms 39401						
Date	Ticket	Description	Quantity	U/M	Rate	Amount
01/03/12	990762	30 Yd rolloff	1.00			125.00
		ØØ30Yd rolloff				
		Disposal per yard	30.00			180.00
		ØØØDisposal per yard				
		Ticket Total				305.00
Total charges for service location						305.00
Total Current Charges						305.00

Credits and Adjustments Detail	
01/10/2012 Credit r/o	125.00-
Total Credits and Adjustments	125.00-

Payments Received Detail	
Payment - thank you	721.40-
Total Payments Received	721.40-

From everyday collection to environmental protection,
Think Green. Think Waste Management.

FOR CHANGE OF ADDRESS OR ANY SERVICE ISSUES CONTACT NUMBER ON PAGE 1



0002062-0000002-0004313



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2012-0529

File ID: 2012-0529

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 02/14/2012

Brief Title: HOME Manual Checks

Final Action:

Minute Book Number: MB 2012-1/0529

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, Supporting Docs for HOME Checks

Enactment Number:

Contact:

Meeting Date: 02/21/2012

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	02/21/2012					

Text of Legislative File 2012-0529

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: February 14, 2012

The following request for payment is being submitted for approval during the City Council's February 21, 2012 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient:	Bonner Analytical
Activity:	Rehabilitation
Program:	HOME
Project Site:	609 Katie Avenue
Amount Requested:	\$31.25
Purpose of Request:	Asbestos Anaylsis
Work Provided by:	Bonner Analytical

Recipient:	Bonner Analytical
Activity:	Rehabilitation
Program:	HOME
Project Site:	609 Katie Avenue
Amount Requested:	\$641.55
Purpose of Request:	Lead Inspection
Work Provided by:	Bonner Analytical

BONNER ANALYTICAL2703 Oak Grove Rd.
Hattiesburg, MS 39402

Invoice

Customer No.: HATT

Invoice No.: 48897

Bill To: **CITY OF HATTIESBURG**
ACCOUNTING DEPT
P O BOX 1898
HATTIESBURG, MS 39403-1898Ship To: **CITY OF HATTIESBURG**
ATTN: RANDY JORDAN
P O BOX 1898
HATTIESBURG, MS 39403-1898

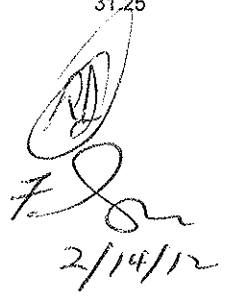
Date		Ship Via		F.O.B.		Terms	
02/08/12				Origin			
Purchase Order Number			Order Date	Sales Person			Our Order Number
			02/08/12				
Quantity			Item Number	Description	Unit Price	Amount	
Required	Shipped	B.O.					

609 KATIE AVENUE
FLOOR TILE
SAMPLE RECEIVED 02-02-12
Rush Charge @ 1.25X

1	1	50	ASBESTOS ANALYSIS @ \$15 PER INITIAL LAYER	18.75	18.75
1	1	51	ASBESTOS ANALYSIS @ \$10 PER SUBSEQUENT LAYER	12.50	12.50

Invoice subtotal 31.25

Invoice total 31.25


2/14/12

Thank You

02-13-12A08:51 RCVD

BONNER ANALYTICAL

2703 Oak Grove Rd.
Hattiesburg, MS 39402

Invoice

Customer No.: HATT

Invoice No.: 48843

Bill To: **CITY OF HATTIESBURG**
ACCOUNTING DEPT
P O BOX 1898
HATTIESBURG, MS 39403-1898

Ship To: **CITY OF HATTIESBURG**
ATTN: RANDY JORDAN
P O BOX 1898
HATTIESBURG, MS 39403-1898

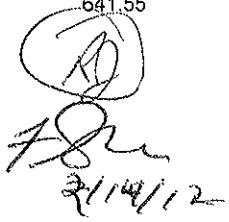
Date		Ship Via		F.O.B.		Terms	
02/01/12				Origin			
Purchase Order Number			Order Date	Sales Person			Our Order Number
			02/01/12				
Quantity		B.O:	Item Number	Description	Unit Price	Amount	
Required	Shipped						
1	1			LEAD BASED PAINT INSPECTION PERFORMED 01-25-12 @ 609 KATIE AVENUE HATTIESBURG, MS	641.55	641.55	

Invoice subtotal

641.55

Invoice total

641.55


2/14/12

Thank You

02-06-12A10:52 RCVD



City of Hattiesburg, MS

200 Forrest St.
P.O. Box 1898
Hattiesburg, MS 39401

Master

File Number: 2012-0525

File ID: 2012-0525

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 02/14/2012

Brief Title: Approve Claims Docket for February 17, 2012.

Final Action:

Minute Book Number: MB 2012-1/55

Title:

Approve Claims Docket for the period ending February 17, 2012.

Notes:

Sponsors:

Enactment Date:

Attachments: Claims docket 2-21

Enactment Number:

Contact: Eddie Myers

Meeting Date: 02/21/2012

Drafter: Marilyn Schwandt

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/21/2012					

Text of Legislative File 2012-0525

Title

Approve Claims Docket for the period ending February 17, 2012.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

DOCKET OF CLAIMS
PERIOD ENDING FEBRUARY 17, 2012

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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND							
00001 AARON OIL COMPANY INC	62891V	00121546	11003246	WASTE OIL REMVL-SHOP	02/17/12	221234	82.50-
Sum							82.50-
00001 ACCURATE MEDICAL DIAGNOS							
00001 ACCURATE MEDICAL DIAGNOS	FREDERICK TO	00121360	11003067	SERVS 1/12/12 TOY-PRISONER	02/17/12	221235	135.00-
Sum							135.00-
00001 ACCURINT							
00001 ACCURINT	1127340-2012	00121501	11003227	ONLINE SEARCHES 1/12 POLICE	02/17/12	221236	135.00-
Sum							50.00-
00001 ADVANCE AUTO PARTS							
00001 ADVANCE AUTO PARTS	560420273513	00121216	11003208	RADIATOR U#15931 ENGR	02/17/12	221238	143.93-
Sum	560420108868	00120688	11003367	REPR PTS POLICE STOCK	02/17/12	221238	131.73-
ADVANCE AUTO PARTS							
Sum							275.66-
00001 ADVANCED CARPET CARE & R							
00001 ADVANCED CARPET CARE & R	7605	00120885	11003008	CLEAN CARPET P/F ACADEMY	02/17/12	221239	175.00-
Sum							175.00-
00001 AFFORDABLE EMERGENCY LIG							
00001 AFFORDABLE EMERGENCY LIG	1002	00121420	11003181	DOVE LIGHTS NEW POLICE UNITS	02/17/12	221240	350.00-
Sum	1001	00121415	11003182	SNAP EQUIP U#17895 TO U#17354	02/17/12	221240	300.00-
00001 AFFORDABLE EMERGENCY LIG	1003	00121298	11003216	LIGHTBAR U#18250 ANIMAL CNTRL	02/17/12	221240	356.25-
Sum	1004	00121621	11003405	INSTALL EQUIP-BOLTON'S CHARGR	02/17/12	221240	975.00-
AFFORDABLE EMERGENCY LIG							
Sum							1,981.25-
00001 AIDS SERVICE COALITION (							
00001 AIDS SERVICE COALITION (	DAMAGE DEP R	02012254	11003383	DAMAGE DEPOSIT REFUND	02/17/12	221241	300.00-
Sum							300.00-
00001 AMERICAN AIR SPECIALISTS							
00001 AMERICAN AIR SPECIALISTS	53751	00120698	11003011	WTR HEATER RPLCMNT P/F ACDMY	02/17/12	221243	8,110.00-
Sum							8,110.00-
00001 AMERICAN POLYGRAPH ASSOC							
00001 AMERICAN POLYGRAPH ASSOC	7535 SHAPPLE	00121484	11003184	2012 MBRSHP DUES-SHAPPLEY	02/17/12	221244	150.00-
Sum							150.00-
00001 AMERICAN SAFETY ASHP							
00001 AMERICAN SAFETY ASHP	6533	00121117	11003186	SMOKE GENERATOR-FD TRAINING	02/17/12	221245	3,674.00-
Sum							3,674.00-
00001 APPLIED CONCEPTS INC							
00001 APPLIED CONCEPTS INC	215068	00120467	11003062	RADAR-NEW POLICE UNITS	02/17/12	221248	49,590.00-
Sum							49,590.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING FEBRUARY 17, 2012

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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
APPLIED CONCEPTS INC							
Sum							
00001	ARNOLD LINE WATER ASSN I	2145	1/26/12	00020125 11003105 SERV 12/27-1/27/12 #8 FIRE STA	02/17/12	221250	33.00-
Sum	ARNOLD LINE WATER ASSN I						33.00-
00001	ASH MILLWORKS	31187	00121018	11003212 DOORS/HINGES-CONSTR DEPT	02/17/12	221252	78.00-
Sum	ASH MILLWORKS						78.00-
00001	AT&T	601M23905500	00020125	11003168 VEHICLE LOCATOR MNT 1/28-2/27	02/17/12	221254	202.00-
Sum	AT&T						202.00-
00001	AT&T MOBILITY	990870805X02	00121677	11003398 AIR CARD 1/228-1/27 DUPREE	02/17/12	221255	42.18-
Sum	AT&T MOBILITY						42.18-
00001	AUTO ARMATURE SERVICE IN	1677	00121044	11003027 BATTERY U#9804 SHOP	02/17/12	221257	199.90-
00001	AUTO ARMATURE SERVICE IN	1678	00121044	11003028 BATTERIES U#9681 SANIT	02/17/12	221257	237.90-
00001	AUTO ARMATURE SERVICE IN	1830	00121345	11003159 ALTERNATOR U#9857 STREET	02/17/12	221257	99.95-
00001	AUTO ARMATURE SERVICE IN	1829	00121342	11003164 BATTERY U#17721 SANIT	02/17/12	221257	356.85-
00001	AUTO ARMATURE SERVICE IN	2002	00121443	11003319 BATTERY U#15149 POLICE	02/17/12	221257	13.95-
00001	AUTO ARMATURE SERVICE IN	2003	00121443	11003320 STARTER U#9214 SHOP	02/17/12	221257	118.95-
00001	AUTO ARMATURE SERVICE IN	2001	00121451	11003321 BATTERY U#121443 POLICE	02/17/12	221257	100.00-
Sum	AUTO ARMATURE SERVICE IN						1,127.50-
00001	AUTO TRIM	5483	00121295	11003094 REPLACE GRAPHICS U#17354 POL	02/17/12	221258	790.00-
00001	AUTO TRIM	5492	00121295	11003095 TINT WINDOWS VARI POLICE UNITS	02/17/12	221258	840.00-
00001	AUTO TRIM	5477	00121295	11003096 NEW GRAPHICS U#18250 A CNTRL	02/17/12	221258	475.00-
00001	AUTO TRIM	5493	00121576	11003323 TINT WINDOWS VARI POL UNITS	02/17/12	221258	600.00-
Sum	AUTO TRIM						2,705.00-
00001	AUTOMOTIVE GLASS SPECIAL	1136422	00121241	11003135 REPLACE GLASS POLICE DEPT	02/17/12	221259	137.90-
00001	AUTOMOTIVE GLASS SPECIAL	1136156	00120613	11003137 REPR WINDOW REGULATOR	02/17/12	221259	267.00-
00001	AUTOMOTIVE GLASS SPECIAL	1136143	00120613	11003138 WINDSHIELD U#11037 POLICE	02/17/12	221259	140.00-
00001	AUTOMOTIVE GLASS SPECIAL	1136325	00121049	11003160 REPR MIRROR U#15893 STREET	02/17/12	221259	40.00-
00001	AUTOMOTIVE GLASS SPECIAL	1136061	00120478	11003165 MIRROR U#15893 SANIT	02/17/12	221259	35.00-
Sum	AUTOMOTIVE GLASS SPECIAL						619.90-
00001	BANCORPSOUTH EQUIPMENT F	002-0070193-	02012236	11002972 GARBAGE TRUCK LEASE DUE 2/15	02/01/12	15413	34,542.83-
Sum	BANCORPSOUTH EQUIPMENT F						34,542.83-
00001	BARCO PRODUCTS CO	011201023	00121152	11003422 BLDG MATLS/SUPP-STREET	02/17/12	221262	413.40-
Sum	BARCO PRODUCTS CO						413.40-

LIST OF HATTIESBURG
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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
BARCO PRODUCTS CO Sum							413.40-
00001 BARNETT CONCRETE WORK LL	PO#120388 1/	00120388	11003013	ASBESTOS RMVL 420 CLARK AVE	02/17/12	221263	2,006.40-
00001 BARNETT CONCRETE WORK LL	PO#121145 1/	00121145	11003065	ASBESTOS RMVL 122 MAY AVE	02/17/12	221263	699.20-
BARNETT CONCRETE WORK LL Sum							2,705.60-
00001 BODY TECH INC	4306	00121217	11003003	FENDER REPR U#18250 POLICE	02/17/12	221272	550.00-
BODY TECH INC Sum							550.00-
00001 BOURNE BROTHERS PRINTING	43391	00121101	11002981	MUN COURT ENVELOPES	02/17/12	221274	375.00-
BOURNE BROTHERS PRINTING Sum							375.00-
00001 BROADWAY DRIVE TIRE	081746	00120351	11003116	TIRES U#16422 POLICE	02/17/12	221278	341.44-
00001 BROADWAY DRIVE TIRE	081745	00120351	11003117	TIRES U#14676 SHOP	02/17/12	221278	136.09-
00001 BROADWAY DRIVE TIRE	081797	00120506	11003118	TIRES-POLICE STOCK	02/17/12	221278	337.44-
00001 BROADWAY DRIVE TIRE	081847	00120506	11003119	TIRES U#14677 STREET	02/17/12	221278	476.52-
00001 BROADWAY DRIVE TIRE	081913	00120578	11003120	TIRES-POLICE STOCK	02/17/12	221278	2,118.80-
00001 BROADWAY DRIVE TIRE	081882	00120578	11003121	TIRES U#14715 HEALTH	02/17/12	221278	228.68-
00001 BROADWAY DRIVE TIRE	082131	00121207	11003122	TIRES-POLICE STOCK	02/17/12	221278	1,554.08-
00001 BROADWAY DRIVE TIRE	082180	00121344	11003123	TIRES-POLICE STOCK	02/17/12	221278	300.40-
BROADWAY DRIVE TIRE Sum							5,493.45-
00001 BYAS, DARION JERADT	TRAV ADVANCE	00121424	11003192	TRAV ADV-ASBESTOS CRSE-STRKVL	02/17/12	221284	185.55-
BYAS, DARION JERADT Sum							185.55-
00001 C A L E A INC	REG-LANE 3/2	00121316	11003061	REG-LANE-CONF-MOBILE, AL	02/17/12	221285	595.00-
C A L E A INC Sum							595.00-
00001 C D W GOVERNMENT	D952453(A)	00121114	11003235	PRINTERS, IPAD2-VARI DEPTS	02/17/12	221287	1,813.92-
00001 C D W GOVERNMENT	F111187	00121114	11003236	COMPUTER EQUIP RACKS-POLICE	02/17/12	221287	1,104.87-
C D W GOVERNMENT Sum							2,918.79-
00001 CAMPER CITY OF HATTIESBU	24339	00121397	11003220	CITY STICKERS U#18337 CEM	02/17/12	221288	30.00-
CAMPER CITY OF HATTIESBU Sum							30.00-
00001 CARQUEST AUTO PARTS-WEST	2491-109913	00121552	11003248	SHOP SUPPLIES-CEMETERY	02/17/12	221290	37.38-
00001 CARQUEST AUTO PARTS-WEST	2491-109926	00121562	11003428	SHOP SUPPLIES CEM/FORESTRY	02/17/12	221290	42.74-
CARQUEST AUTO PARTS-WEST Sum							80.12-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							80.12-
00001 CERTIFIED ELECTRICAL TES	4130 & CREDI	00121303	11003086	TESTING U#11995 BUCKET TRUCK	02/17/12	221292	290.00-
CERTIFIED ELECTRICAL TES							290.00-
Sum							290.00-
00001 CITY OF HATTIESBURG FUND	02/02/12	02012243	11003043	REIMB FOR YMCA EXPENSE	02/02/12	15425	42.00-
00001 CITY OF HATTIESBURG FUND	02/08/12	02012247	11003222	TRF 1ST 02/12 PAYROLL	02/08/12	15430	952.567.58-
00001 CITY OF HATTIESBURG FUND	02/09/12	02012251	11003237	TRF INTERIM 2/12 PAYROLL	02/09/12	15434	768.43-
CITY OF HATTIESBURG FUND							953,378.01-
Sum							953,378.01-
00001 CLARKE POWER SERVICES IN	S109000986:0	00121187	11003100	REPRS U#11302 STREET	02/17/12	221298	1,874.24-
00001 CLARKE POWER SERVICES IN	S109000855:0	00121189	11003104	PUMP REPR SANIT TRUCK	02/17/12	221298	2,854.64-
00001 CLARKE POWER SERVICES IN	S109000573.0	00117755	11003233	CREDIT	02/17/12	221298	1,265.71
CLARKE POWER SERVICES IN							3,463.17-
Sum							3,463.17-
00001 COBURN'S SUPPLY CO INC	604569377	00121055	11002985	PLUMB SUPP TRAIN DEPOT RESTRM	02/17/12	221300	394.70-
COBURN'S SUPPLY CO INC							394.70-
Sum							394.70-
00001 COMCAST CABLEVISION OF H	095776168240	00121618	11003363	INTERNET 2/12 #1 FIRE STA	02/17/12	221302	52.95-
00001 COMCAST CABLEVISION OF H	095777340100	00117022	11003417	INTERNET 8/20-9/19/11 AIRPORT	02/17/12	221302	59.95-
COMCAST CABLEVISION OF H							112.90-
Sum							112.90-
00001 COMPUTER CONCEPTS OF MS	2169	00121669	11003400	COMPUTER SERVS 11/10-12/30/11	02/17/12	221304	950.00-
00001 COMPUTER CONCEPTS OF MS	2184	00121669	11003401	COMPUTER SERVS 1/20-27/12	02/17/12	221304	760.00-
COMPUTER CONCEPTS OF MS							1,710.00-
Sum							1,710.00-
00001 COMSOUTH	164016	00121181	11003001	SPEAKER MIC-SYBERT-POLICE	02/17/12	221305	89.00-
00001 COMSOUTH	164017	00121181	11003002	RADIO BATTERIES-MCGINTY-POL	02/17/12	221305	198.00-
00001 COMSOUTH	163941	00121030	11003031	BATTERY CHARGER CONSTR DEPT	02/17/12	221305	165.00-
00001 COMSOUTH	164079	00121271	11003373	BATTERY CHARGER-CONSTR	02/17/12	221305	165.00-
00001 COMSOUTH	164204	00121689	11003408	RADIO BATTERY-BATES-LAND CODE	02/17/12	221305	99.00-
COMSOUTH							716.00-
Sum							716.00-
00001 CONSOLIDATED FLEET SERVI	2012RR0024	00119189	11003328	TEST FIRE DEPT LADDERS	02/17/12	221306	2,886.00-
CONSOLIDATED FLEET SERVI							2,886.00-
Sum							2,886.00-
00001 COOPER CONSULTING CO INC #2		00121268	11002969	MIDTOWN MASTER PLAN	02/01/12	15410	89,242.00-
COOPER CONSULTING CO INC							89,242.00-
Sum							89,242.00-

City of HATTIESBURG
DOCKET OF CLAIMS
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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 COURTESY MOTORS INC	375935	00121339	11003205	REPR PTS U#8877 STREET	02/17/12	221310	277.94-
COURTESY MOTORS INC							277.94-
00001 COURTNEY'S RESTAURANT EQ	6520	00120995	11003310	CLEAN ICE MACHINE-TRAIN DEPOT	02/17/12	221311	252.82-
COURTNEY'S RESTAURANT EQ							252.82-
00001 CUMMINS MID SOUTH LLC	003-27905	00121276	11003191	ELEC REPRS U#13933 FIRE DEPT	02/17/12	221314	670.88-
CUMMINS MID SOUTH LLC							670.88-
00001 DAKTECH COMPUTERS	INV0293963	00121129	11003179	COMPUTERS-GIS DEPT	02/17/12	221317	1,698.00-
DAKTECH COMPUTERS							1,698.00-
00001 DELGADO, DEBORAH DENARD	TRAV ADVANCE	00121668	11003385	TRAV ADV-EPA MEETING-ATLANTA	02/17/12	221318	350.00-
DELGADO, DEBORAH DENARD							350.00-
00001 DELTA FOREMOST CHEMICAL	922250	00121373	11003332	TOWELS/WASP SPRAY GOLF	02/17/12	221319	1,185.00-
DELTA FOREMOST CHEMICAL							1,185.00-
00001 DUNAGIN PEST CONTROL(PRE	8316980	00020122	11003286	SRV Q/E 1-3/12 POLICE DEPT	02/17/12	221326	135.00-
DUNAGIN PEST CONTROL(PRE	8317317	00020122	11003287	SRV Q/E 1-3/12 SUB-STA	02/17/12	221326	56.70-
00001 DUNAGIN PEST CONTROL(PRE	8316964	00020122	11003288	SRV Q/E 1-3/12 #1 FIRE	02/17/12	221326	54.00-
DUNAGIN PEST CONTROL(PRE	8316965	00020122	11003289	SRV Q/E 1-3/12 #2 FIRE	02/17/12	221326	54.00-
00001 DUNAGIN PEST CONTROL(PRE	8316966	00020122	11003290	SRV Q/E 1-3/12 #3 FIRE	02/17/12	221326	54.00-
DUNAGIN PEST CONTROL(PRE	8316968	00020122	11003291	SRV Q/E 1-3/12 #4 FIRE	02/17/12	221326	54.00-
00001 DUNAGIN PEST CONTROL(PRE	8316969	00020122	11003292	SRV Q/E 1-3/12 #5 FIRE	02/17/12	221326	54.00-
DUNAGIN PEST CONTROL(PRE	8316970	00020122	11003293	SRV Q/E 1-3/12 #6 FIRE	02/17/12	221326	54.00-
00001 DUNAGIN PEST CONTROL(PRE	8316971	00020122	11003294	SRV Q/E 1-3/12 #7 FIRE	02/17/12	221326	54.00-
DUNAGIN PEST CONTROL(PRE	8316979	00020122	11003295	SRV Q/E 1-3/12 #8 FIRE	02/17/12	221326	54.00-
00001 DUNAGIN PEST CONTROL(PRE	8316982	00020122	11003296	SRV Q/E 1-3/12 POL RANGE	02/17/12	221326	54.00-
DUNAGIN PEST CONTROL(PRE	8317318	00020122	11003297	SRV Q/E 1-3/12 P/F ACADEMY	02/17/12	221326	60.00-
00001 DUNAGIN PEST CONTROL(PRE	8316957	00020122	11003298	SRV Q/E 1-3/12 PAV-LAKEVIEW	02/17/12	221326	56.70-
DUNAGIN PEST CONTROL(PRE	8316948	00020122	11003299	SRV Q/E 1-3/12 CITY HALL	02/17/12	221326	75.00-
00001 DUNAGIN PEST CONTROL(PRE	8316990	00020122	11003300	SEMI-ANNUAL ARCHIVES	02/17/12	221326	390.00-
DUNAGIN PEST CONTROL(PRE	8316963	00020122	11003301	SRV Q/E 1-3/12 TRAFFIC	02/17/12	221326	54.00-
00001 DUNAGIN PEST CONTROL(PRE	8316963	00020122	11003302	SRV Q/E 1-3/12 ENGR	02/17/12	221326	60.00-
DUNAGIN PEST CONTROL(PRE	8316949	00020122	11003303	SRV Q/E 1-3/12 CITY BARN	02/17/12	221326	285.00-
00001 DUNAGIN PEST CONTROL(PRE	8316949	00020122	11003304	SRV Q/E 1-3/12 AIRPORT	02/17/12	221326	54.00-
DUNAGIN PEST CONTROL(PRE	8317255	00020122	11003305	SRV Q/E 1-3/12 AIRPT MAINT	02/17/12	221326	54.00-
00001 DUNAGIN PEST CONTROL(PRE	8316974	00020122	11003306	SRV Q/E 1-3/12 HANGER #3	02/17/12	221326	54.00-
DUNAGIN PEST CONTROL(PRE	8316974	00020122	11003307	SRV Q/E 1-3/12 HIND CEM	02/17/12	221326	45.00-
00001 DUNAGIN PEST CONTROL(PRE	8316986	00020122	11003308	SRV Q/E 1-3/12 SOUTH HILL	02/17/12	221326	45.00-
DUNAGIN PEST CONTROL(PRE	8316981	00121609	11003370	SEMPRICON SERV P/F ACADEMY	02/17/12	221326	93.75-
DUNAGIN PEST CONTROL(PRE							2,004.15-

LIST OF PAID CLAIMS
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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
ECONOMY SUPPLY CO	165511	00121163	11002986	HINGES-TRAIN DEPOT RESTROOM	02/17/12	221329	31.50-
00001 ECONOMY SUPPLY CO	165590	00121066	11003071	BLDG MATLS PUB WORKS OFFICES	02/17/12	221329	276.24-
00001 ECONOMY SUPPLY CO	165628	00121281	11003149	BARRICADE MATLS-TRAFFIC	02/17/12	221329	230.42-
ECONOMY SUPPLY CO							
Sum							538.16-
00001 EG SYSTEMS INC	8810	00119995	11003174	W2 UPGRADE-HUMAN RES	02/17/12	221330	119.00-
EG SYSTEMS INC							
Sum							119.00-
00001 EMERGENCY EQUIPMENT PROF	402207	00120808	11003064	EMER LIGHTS U#13933 FIRE	02/17/12	221332	1,682.00-
00001 EMERGENCY EQUIPMENT PROF	402318	00120566	11003324	LIGHTS U#13932 FIRE DEPT	02/17/12	221332	1,160.00-
00001 EMERGENCY EQUIPMENT PROF	402353	00121113	11003325	REPR PTS U#11353, STOCK-FIRE	02/17/12	221332	1,110.27-
EMERGENCY EQUIPMENT PROF							
Sum							3,952.27-
00001 EMPIRE TRUCK SALES (H'BU	CE006062056:	00121215	11003101	REPR PTS U#15893 SANIT	02/17/12	221333	251.12-
EMPIRE TRUCK SALES (H'BU							
Sum							251.12-
00001 FASTENAL COMPANY	MSHAT136390	00120597	11003029	NYLON BACK SUPPORT BELT-DRNGE	02/17/12	221337	33.10-
00001 FASTENAL COMPANY	MSHAT136389	00120840	11003037	MATLS/SUPP-AIRPORT MAINT	02/17/12	221337	512.55-
00001 FASTENAL COMPANY	MSHAT136609	00120941	11003038	HOLE SAWS-AIRPORT MAINT	02/17/12	221337	85.49-
00001 FASTENAL COMPANY	MSHAT137095	00121272	11003446	STAKE FLAGS/MARKING PAINT	02/17/12	221337	56.60-
FASTENAL COMPANY							
Sum							687.74-
00001 FERGUSON ENTERPRISES INC	1123755	00121128	11003190	BLDG SUPP #3 FIRE STA	02/17/12	221338	105.88-
FERGUSON ENTERPRISES INC							
Sum							105.88-
00001 FORD, PHILLIP	PETTY CASH 2	00121688	11003409	PETTY CASH TRAFFIC/CONSTR	02/17/12	221342	313.10-
FORD, PHILLIP							
Sum							313.10-
00001 FORREST CTY CHANCERY CLK	BILLING #16	00121500	11003229	MONTHLY PYMT HOUSING PRISONERS	02/17/12	221343	13,798.91-
00001 FORREST CTY CHANCERY CLK	RECORDING FE	00121614	11003362	RECORDING FEES MUN CLERK	02/17/12	221343	203.00-
00001 FORREST CTY CHANCERY CLK	BILLING #17	00121714	11003445	ARRERAGE PYMT HOUSING PRSNRS	02/17/12	221343	13,798.91-
FORREST CTY CHANCERY CLK							
Sum							27,800.82-
00001 FORREST GENERAL HOSPITAL	EAP CHARGE 2	00121309	11003045	EAP CHARGE 2/12	02/17/12	221344	1,785.00-
FORREST GENERAL HOSPITAL							
Sum							1,785.00-
00001 FREDRICKS, TERRY	TRAVEL REIMB	00121383	11003142	EXPNS-RESCUE CLASS-ACADEMY	02/17/12	221347	52.11-
FREDRICKS, TERRY							
Sum							52.11-

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Sum

00001 FUELMAN OF MS
00001 FUELMAN OF MS
BG127044 NP3 00121218 11003010 FUEL CHGS MCKINLEY 1/19/12
BG127044 NP3 00121499 11003224 FUEL CHGS 1/23-29/12 POLICE

02/17/12 221348
02/17/12 221348

42.73-
46.70-

FUELMAN OF MS
Sum

89.43-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 G & K SERVICES	1035230559	00121282	11003074	UNIFORMS/MPOS 1/03 ENGR	02/17/12	221356	8.90-
00001 G & K SERVICES	1035232734	00121282	11003075	UNIFORMS/MOPS 1/10 ENGR	02/17/12	221356	8.90-
00001 G & K SERVICES	1035234899	00121282	11003076	UNIFORMS/MOPS 1/17 ENGR	02/17/12	221356	8.90-
00001 G & K SERVICES	1035237069	00121282	11003077	UNIFORMS/MOPS 1/24 ENGR	02/17/12	221356	8.90-
00001 G & K SERVICES	1035239236	00121282	11003078	UNIFORMS/MOPS 1/31 ENGR	02/17/12	221356	8.90-
00001 G & K SERVICES	1035234897	00121545	11003250	UNIFORMS 1/17 STREET	02/17/12	221356	160.00-
00001 G & K SERVICES	1035237067	00121545	11003251	UNIFORMS 1/24 STREET	02/17/12	221356	148.00-
00001 G & K SERVICES	1035239234	00121545	11003252	UNIFORMS 1/31 STREET	02/17/12	221356	148.00-
00001 G & K SERVICES	1035241408	00121545	11003253	UNIFORMS 2/07 STREET	02/17/12	221356	148.00-
00001 G & K SERVICES	1035234898	00121545	11003254	UNIFORMS 1/17 SHOP	02/17/12	221356	40.00-
00001 G & K SERVICES	1035237068	00121545	11003255	UNIFORMS 1/24 SHOP	02/17/12	221356	44.00-
00001 G & K SERVICES	1035239235	00121545	11003256	UNIFORMS 1/31 SHOP	02/17/12	221356	44.00-
00001 G & K SERVICES	1035241409	00121545	11003257	UNIFORMS 2/07 SHOP	02/17/12	221356	44.00-
00001 G & K SERVICES	1035234888	00121545	11003258	UNIFORMS 1/17 GO&FS	02/17/12	221356	8.00-
00001 G & K SERVICES	1035237058	00121545	11003259	UNIFORMS 1/24 GO&FS	02/17/12	221356	8.00-
00001 G & K SERVICES	1035239225	00121545	11003260	UNIFORMS 1/31 GO&FS	02/17/12	221356	8.00-
00001 G & K SERVICES	1035241399	00121545	11003261	UNIFORMS 2/07 GO&FS	02/17/12	221356	8.00-
00001 G & K SERVICES	1035234904	00121545	11003262	MOP/MAT 1/17 GO&FS	02/17/12	221356	26.13-
00001 G & K SERVICES	1035237074	00121545	11003263	MOP/MAT 1/24 GO&FS	02/17/12	221356	26.13-
00001 G & K SERVICES	1035239241	00121545	11003264	MOP/MAT 1/31 GO&FS	02/17/12	221356	26.13-
00001 G & K SERVICES	1035241415	00121545	11003265	MOP/MAT 2/07 GO&FS	02/17/12	221356	26.13-
00001 G & K SERVICES	1035234885	00121545	11003266	UNIFORMS 1/17 DRNGE	02/17/12	221356	15.58-
00001 G & K SERVICES	1035237055	00121545	11003267	UNIFORMS 1/24 DRNGE	02/17/12	221356	15.58-
00001 G & K SERVICES	1035239222	00121545	11003268	UNIFORMS 1/31 DRNGE	02/17/12	221356	15.58-
00001 G & K SERVICES	1035241396	00121545	11003269	UNIFORMS 2/07 DRNGE	02/17/12	221356	15.58-
00001 G & K SERVICES	1035237065	00121545	11003270	UNIFORMS 1/24 SANIT	02/17/12	221356	144.00-
00001 G & K SERVICES	1035234895	00121545	11003271	UNIFORMS 1/17 SANIT	02/17/12	221356	144.00-
00001 G & K SERVICES	1035239232	00121545	11003272	UNIFORMS 1/13 SANIT	02/17/12	221356	144.00-
00001 G & K SERVICES	1035241406	00121545	11003273	UNIFORMS 2/07 SANIT	02/17/12	221356	144.00-
00001 G & K SERVICES	1035234903	00121545	11003274	MOP/MAT 1/17 SANIT	02/17/12	221356	17.38-
00001 G & K SERVICES	1035237073	00121545	11003275	MOP/MAT 1/24 SANIT	02/17/12	221356	17.38-
00001 G & K SERVICES	1035239240	00121545	11003276	MOP/MAT 1/31 SANIT	02/17/12	221356	17.38-
00001 G & K SERVICES	1035241414	00121545	11003277	MOP/MAT 2/07 SANIT	02/17/12	221356	17.38-
00001 G & K SERVICES	1035234889	00121545	11003278	UNIFORMS 1/17 ST CLEAN	02/17/12	221356	18.54-
00001 G & K SERVICES	1035237059	00121545	11003279	UNIFORMS 1/24 ST CLEAN	02/17/12	221356	22.18-
00001 G & K SERVICES	1035239226	00121545	11003280	UNIFORMS 1/31 ST CLEAN	02/17/12	221356	22.18-
00001 G & K SERVICES	1035241400	00121545	11003281	UNIFORMS 2/07 ST CLEAN	02/17/12	221356	26.18-
00001 G & K SERVICES	1035234894	00121545	11003282	UNIFORMS 1/17 HEALTH	02/17/12	221356	48.00-
00001 G & K SERVICES	1035237064	00121545	11003283	UNIFORMS 1/24 HEALTH	02/17/12	221356	36.00-
00001 G & K SERVICES	1035239231	00121545	11003284	UNIFORMS 1/31 HEALTH	02/17/12	221356	24.00-
00001 G & K SERVICES	1035241405	00121545	11003285	UNIFORMS 2/07 HEALTH	02/17/12	221356	24.00-
00001 G & K SERVICES	1035230551	00121591	11003340	UNIFORMS 1/03 TRAFFIC	02/17/12	221356	24.00-
00001 G & K SERVICES	1035232726	00121591	11003341	UNIFORMS 1/10 TRAFFIC	02/17/12	221356	24.00-
00001 G & K SERVICES	1035234891	00121591	11003342	UNIFORMS 1/17 TRAFFIC	02/17/12	221356	24.00-
00001 G & K SERVICES	1035237061	00121591	11003343	UNIFORMS 1/24 TRAFFIC	02/17/12	221356	24.00-
00001 G & K SERVICES	1035239228	00121591	11003344	UNIFORMS 1/31 TRAFFIC	02/17/12	221356	24.00-
00001 G & K SERVICES	1035230552	00121591	11003345	UNIFORMS 1/03 CONSTR	02/17/12	221356	43.09-
00001 G & K SERVICES	1035232727	00121591	11003346	UNIFORMS 1/10 CONSTR	02/17/12	221356	43.09-
00001 G & K SERVICES	10352348912	00121591	11003347	UNIFORMS 1/17 CONSTR	02/17/12	221356	43.09-

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00001 G & K SERVICES	1035237062	00121591	11003348	UNIFORMS 1/24 CONSTR	02/17/12	221356	39.09-
00001 G & K SERVICES	1035239229	00121591	11003349	UNIFORMS 1/31 CONSTR	02/17/12	221356	39.09-
00001 G & K SERVICES	1035230561	00121591	11003350	MOP/MAT 1/03 CONSTR	02/17/12	221356	2.95-
00001 G & K SERVICES	1035232736	00121591	11003351	MOP/MAT 1/10 CONSTR	02/17/12	221356	2.95-
00001 G & K SERVICES	1035234901	00121591	11003352	MOP/MAT 1/17 CONSTR	02/17/12	221356	2.95-
00001 G & K SERVICES	1035237071	00121591	11003353	MOP/MAT 1/24 CONSTR	02/17/12	221356	2.95-
00001 G & K SERVICES	1035239238	00121591	11003354	MOP/MAT 1/31 CONSTR	02/17/12	221356	2.95-
00001 G & K SERVICES	1035230556	00121591	11003355	UNIFORMS 1/03 AIRPORT	02/17/12	221356	12.00-
00001 G & K SERVICES	1035232731	00121591	11003356	UNIFORMS 1/03 AIRPORT	02/17/12	221356	8.00-
00001 G & K SERVICES	1035237066	00121591	11003357	UNIFORMS 1/17 AIRPORT	02/17/12	221356	8.00-
00001 G & K SERVICES	1035239233	00121591	11003358	UNIFORMS 1/31 AIRPORT	02/17/12	221356	8.00-
00001 G & K SERVICES	1035234896	00121591	11003359	UNIFORMS 1/17 AIRPORT	02/17/12	221356	8.00-
00001 G & K SERVICES	1035230543	00121703	11003429	UNIFORMS 1/03 CEM/FORESTRY	02/17/12	221356	52.00-
00001 G & K SERVICES	1035232718	00121703	11003430	UNIFORMS 1/10 CEM/FORESTRY	02/17/12	221356	44.00-
00001 G & K SERVICES	1035234883	00121703	11003431	UNIFORMS 1/17 CEM/FORESTRY	02/17/12	221356	48.00-
00001 G & K SERVICES	1035237053	00121703	11003432	UNIFORMS 1/24 CEM/FORESTRY	02/17/12	221356	48.00-
00001 G & K SERVICES	1035239220	00121703	11003433	UNIFORMS 1/31 CEM/FORESTRY	02/17/12	221356	48.00-
00001 G & K SERVICES	1035230955	00121703	11003434	MOP/MAT 1/04 CEM/FORESTRY	02/17/12	221356	19.38-
00001 G & K SERVICES	1035233140	00121703	11003435	MOP/MAT 1/11 CEM/FORESTRY	02/17/12	221356	19.38-
00001 G & K SERVICES	1035235298	00121703	11003436	MOP/MAT 1/18 CEM/FORESTRY	02/17/12	221356	19.38-
00001 G & K SERVICES	1035237479	00121703	11003437	MOP/MAT 1/25 CEM/FORESTRY	02/17/12	221356	19.38-
00001 G & K SERVICES	1035239639	00121703	11003438	MOP/MAT 2/01 CEM/FORESTRY	02/17/12	221356	19.38-
G & K SERVICES							2,609.04-
Sum							294.45-
00001 G G A ADMINISTRATORS	CAFE PLAN AD	00121411	11003111	CAFE PLAN ADM FEES 1/12	02/17/12	221357	294.45-
G G A ADMINISTRATORS							294.45-
Sum							92.25-
00001 GARNER LUMLEY ELECTRIC S	471660	00121393	11003371	ELEC SUPP-WELDING MACH-TRAFF	02/17/12	221358	92.25-
GARNER LUMLEY ELECTRIC S							92.25-
Sum							539.50-
00001 GENERAL SUPPLY & MACHINE	134941	00121526	11003412	HVAC SOFTWARE-CONSTR DEPT	02/17/12	221359	539.50-
GENERAL SUPPLY & MACHINE							539.50-
Sum							195.12-
00001 GILKEY ELECTRIC SUPPLY C	229528	00121071	11003143	BATTERIES-FIRE SAFETY EQUIP	02/17/12	221361	731.18-
00001 GILKEY ELECTRIC SUPPLY C	229075	00120788	11003144	ELEC SUPP #8 FIRE STA	02/17/12	221361	12.66-
00001 GILKEY ELECTRIC SUPPLY C	229231	00120788	11003145	ELEC SUPP #8 FIRE STA	02/17/12	221361	179.15-
00001 GILKEY ELECTRIC SUPPLY C	229418	00120788	11003146	ELEC SUPP #8 FIRE STA	02/17/12	221361	642.00-
00001 GILKEY ELECTRIC SUPPLY C	228930	00120788	11003147	ELEC SUPP #8 FIRE STA	02/17/12	221361	25.70-
00001 GILKEY ELECTRIC SUPPLY C	229285	00120721	11003156	ELEC SUPP PUB WORKS OFFICES	02/17/12	221361	42.00-
00001 GILKEY ELECTRIC SUPPLY C	229517	00120721	11003157	ELEC SUPP PUB WORKS OFFICES	02/17/12	221361	42.00-
00001 GILKEY ELECTRIC SUPPLY C		00120721	11003158	ELEC SUPP PUB WORKS OFFICES	02/17/12	221361	
GILKEY ELECTRIC SUPPLY C							3,260.50-
Sum							172.00-
00001 GILLILANDS ELECTRONICS S	51318	00121534	11003244	PHONE REPR POLICE DISPATCH	02/17/12	221363	1,650.00-
00001 GILLILANDS ELECTRONICS S	51497	00121596	11003420	RPLCMNT PHONE SYS #6 FIRE STA	02/17/12	221363	1,725.00-
00001 GILLILANDS ELECTRONICS S	51303	00120909	11003426	PHONE LINES PUB WORKS OFFICES	02/17/12	221363	216.95-
00001 GILLILANDS ELECTRONICS S	51479	00121704	11003427	COMPUTER/PHONE SERV-SANIT	02/17/12	221363	

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GILLILANDS ELECTRONICS S Sum							
00001 GREATER HATTIESBURG HOME	8283 RODGERS	00121359	11003066	MBRSHP DUES-RODGERS 2/12-2/13	02/17/12	221367	425.00-
GREATER HATTIESBURG HOME Sum							
00001 GROVER BROS RESTAURANT & 179144		00121253	11003188	UTENSILS #2 & #4 FIRE STA	02/17/12	221371	369.16-
00001 GROVER BROS RESTAURANT & 179515		00121253	11003189	UTENSILS #2 & #4 FIRE STA	02/17/12	221371	175.00-
GROVER BROS RESTAURANT & Sum							
00001 H'BURG COCA COLA BOTTLIN	56702095110	00121391	11003171	DRINKING WATER-COUNCIL	02/17/12	221373	35.00-
H'BURG COCA COLA BOTTLIN Sum							
00001 H'BURG HYDRAULICS INC	45849	00120636	11003017	REPR PTS U#15892 STREET	02/17/12	221374	133.55-
00001 H'BURG HYDRAULICS INC	45850	00120636	11003018	REPR PTS U#8242 SANIT	02/17/12	221374	70.53-
00001 H'BURG HYDRAULICS INC	45848	00120790	11003019	REPR PTS U#12065 STREET	02/17/12	221374	85.23-
00001 H'BURG HYDRAULICS INC	45909	00121052	11003020	REPR PTS U#12065 STREET	02/17/12	221374	66.08-
00001 H'BURG HYDRAULICS INC	45908	00121052	11003021	REPR PTS U#12065 STREET	02/17/12	221374	137.41-
00001 H'BURG HYDRAULICS INC	45910	00121052	11003022	REPR PTS U#11911 SANIT	02/17/12	221374	296.86-
00001 H'BURG HYDRAULICS INC	45847	00120577	11003033	REPR PTS U#15092 SANIT	02/17/12	221374	136.33-
00001 H'BURG HYDRAULICS INC	46076	00121506	11003249	REPR PTS U#43 CEMETERY	02/17/12	221374	31.66-
00001 H'BURG HYDRAULICS INC	45993	00121258	11003330	REPR PTS U#8629 STREET	02/17/12	221374	86.82-
00001 H'BURG HYDRAULICS INC	45994	00121210	11003374	REPR PTS U#15893 SANIT	02/17/12	221374	71.87-
H'BURG HYDRAULICS INC Sum							
00001 H'BURG PAINT AND DECORAT	E34848	00120440	11003090	PAINT SUPP 1/12 POLICE DEPT	02/17/12	221375	52.93-
00001 H'BURG PAINT AND DECORAT	E35308	00121392	11003204	PAINT SUPP-CABINETS-PUB WORKS	02/17/12	221375	146.94-
00001 H'BURG PAINT AND DECORAT	E35310	00121401	11003410	BLACK SPRAY PAINT-TRAFF STOCK	02/17/12	221375	191.52-
H'BURG PAINT AND DECORAT Sum							
00001 HANSON PIPE & PRECAST IN	10725964	00121180	11003211	ARCH PIPE-DRAINAGE	02/17/12	221379	391.39-
HANSON PIPE & PRECAST IN Sum							
00001 HEALTHWORKS LLC	2025000123	1	00121361	11003057 PRE-EMP PHYSICALS-LATERALS	02/17/12	221384	2,451.78-
HEALTHWORKS LLC Sum							
00001 HILL, LEROY COFFEE CO IN 7047		00121431	11003172	COFFEE SERV M/ADM	02/17/12	221388	2,120.00-
HILL, LEROY COFFEE CO IN Sum							
00001 HOZE, STEPHANIE OR MILAN	DAMAGE DEP R 02012254	11003380		DAMAGE DEPOSIT REFUND	02/17/12	221391	153.73-
Sum							

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HOZE, STEPHANIE OR MILAN Sum							300.00-
00001 ICE PLANT INC	0383333	00121293	11003069	BAGS/ICE 1/18 PUBLIC WORKS	02/17/12	221394	63.70-
00001 ICE PLANT INC	0386217	00121293	11003070	BAGS/ICE 1/31 PUBLIC WORKS	02/17/12	221394	97.02-
ICE PLANT INC Sum							160.72-
00001 INGRAM EQUIPMENT CO LLC	0013733-IN	00121051	11003034	REPR PTS U#17729 SANIT	02/17/12	221395	126.14-
00001 INGRAM EQUIPMENT CO LLC	0013811-IN	00121212	11003102	LADDER ASSY U#17725 SANIT	02/17/12	221395	451.79-
INGRAM EQUIPMENT CO LLC Sum							577.93-
00001 INTL ASSN OF CHIEFS OF P	1609328 1001	00121396	11003139	2012 MBRSHP DUES-MISENHELTER	02/17/12	221396	120.00-
INTL ASSN OF CHIEFS OF P Sum							120.00-
00001 INTL INSTITUTE OF MUNICI	REG-BERNARDO	00121711	11003439	REG-BERNARDO-CONF-PORTLAND, OR	02/17/12	221397	560.00-
INTL INSTITUTE OF MUNICI Sum							560.00-
00001 IRBY, STUART C CO	S006467674.0	00120602	11003032	ELEC SUPP SANIT STOCK	02/17/12	221398	263.54-
00001 IRBY, STUART C CO	S006513581.0	00120435	11003223	ELEC SUPP 1/12 POLICE DEPT	02/17/12	221398	39.09-
IRBY, STUART C CO Sum							302.63-
00001 J M H GRAPHICS	19000	00120981	11003084	ARBOR DAY TEE SHIRTS	02/17/12	221399	569.50-
J M H GRAPHICS Sum							569.50-
00001 JACKSON, ROOSEVELT III	815533	00121374	11003411	WASH/PAINT PUB WRKS/SANIT RMS	02/17/12	221400	4,879.00-
00001 JACKSON, ROOSEVELT III	815534	00121569	11003415	PAINT STORM SHELTER	02/17/12	221400	2,150.00-
JACKSON, ROOSEVELT III Sum							7,029.00-
00001 JOHNNY'S WRECKER SERVICE	20009	00121256	11003082	TOWING U#9681 STREET	02/17/12	221403	250.00-
JOHNNY'S WRECKER SERVICE Sum							250.00-
00001 JOHNSON, RON	11-0196	00121564	11003327	LIGHTS U#11353 FIRE DEPT	02/17/12	221404	570.00-
JOHNSON, RON Sum							570.00-
00001 KAESER & BLAIR INC	20105268	00121025	11003245	FIRE EDUCATION MATLS	02/17/12	221408	950.50-
KAESER & BLAIR INC Sum							950.50-

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KENTWOOD SPRINGWATER Sum	00001 KENTWOOD SPRINGWATER 51167	00121559	11003243	DRINKING WATER POLICE DEPT	02/17/12	221412	137.15-
KOSSEN EQUIPMENT INC Sum	00001 KOSSEN EQUIPMENT INC 108933 00001 KOSSEN EQUIPMENT INC 109150	00121395 00121613	11003136 11003366	GENERATOR REPR POLICE DEPT SERV CALL-GENERATOR-POL DEPT	02/17/12 02/17/12	221418 221418	1,486.18- 1,235.00-
LAMAR PARK WATER & SEWER Sum	00001 LAMAR PARK WATER & SEWER 01/12/11-2ND 00121448	00121448	11003108	PUR PORTION OF FRANCHISE AREA	02/06/12	15427	25,000.00-
LANCASTER'S MACHINE & WE Sum	00001 LANCASTER'S MACHINE & WE 20641	00121421	11003338	REPRS U#16010 FORESTRY	02/17/12	221422	25,000.00- 105.00-
LEADERSHIP PINEBELT ALUM Sum	00001 LEADERSHIP PINEBELT ALUM 2012 DUES-JO 00121441	00121441	11003173	2012 MBRSHP DUES-BROWN-W/ADM	02/17/12	221424	25.00- 25.00-
LIBERTY FLAG & SPECIALTY Sum	00001 LIBERTY FLAG & SPECIALTY 11110216 00001 LIBERTY FLAG & SPECIALTY 01120183	00119498 00121274	11003040 11003163	VARI FLAGS AIRPORT MAINT CHRISTMAS LIGHT-CONSTR	02/17/12 02/17/12	221425 221425	211.65- 41.45-
LOWE'S OF HATTIESBURG IN Sum	00001 LOWE'S OF HATTIESBURG IN 967040	00119618	11003030	TOOL HOOKS-DRAINAGE	02/17/12	221428	253.10- 287.52-
MCCAIN UNIFORMS Sum	00001 MCCAIN UNIFORMS 216060-1 00001 MCCAIN UNIFORMS 219478-1 00001 MCCAIN UNIFORMS 220629-1 00001 MCCAIN UNIFORMS 219476-1 00001 MCCAIN UNIFORMS 220944-1 00001 MCCAIN UNIFORMS 220627-1 00001 MCCAIN UNIFORMS 220943-1 00001 MCCAIN UNIFORMS 221587-1 00001 MCCAIN UNIFORMS 221588-1	00119724 00119724 00119724 00119864 00119864 00119864 00120664 00119766 00121372	11003050 11003051 11003052 11003053 11003054 11003055 11003056 11003315 11003316	UNIFORM BOOTS-SEALY-POLICE UNIFORMS SEALY/RIGSBY-POLICE UNIFORM PANTS-WILSON-POLICE UNIFORMS-STOCK-POLICE UNIFORMS-STOCK-POLICE UNIFORMS-STOCK-POLICE MTRCYCLE BOOTS-JOHNSON-POLICE UNIFORM BOOTS POLICE STOCK UNIFORM BOOTS-CLARK-POLICE	02/17/12 02/17/12 02/17/12 02/17/12 02/17/12 02/17/12 02/17/12 02/17/12 02/17/12	221431 221431 221431 221431 221431 221431 221431 221431 221431	70.00- 213.75- 122.00- 1,198.50- 1,159.00- 610.00- 299.00- 70.00- 70.00-
MCELHANEY PLUMBING INC Sum	00001 MCELHANEY PLUMBING INC 191245 00001 MCELHANEY PLUMBING INC 193957 00001 MCELHANEY PLUMBING INC 192571	00120436 00120992 00121369	11003042 11003110 11003210	HARDWARE SUPP 1/12 POLICE DEPT PLUMB SUPP-TRAIN DEPOT RESTRM PLUMB SUPP PUB WORKS RESTROOM	02/17/12 02/17/12 02/17/12	221432 221432 221432	99.72- 179.85- 47.93-
MCELHANEY PLUMBING INC Sum							327.50-

3,812.25-

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MCMULLIAN EQUIPMENT CO	139269P	00120828	11002990	WHEEL NUTS POLICE STOCK	02/17/12	221434	137.72-
00001 MCMULLIAN EQUIPMENT CO	139295P	00121045	11003023	FLASHERS-STREET STOCK	02/17/12	221434	32.28-
00001 MCMULLIAN EQUIPMENT CO	139541P	00121267	11003161	DOOR LATCH U#14949 ENGR	02/17/12	221434	141.75-
MCMULLIAN EQUIPMENT CO							
Sum							311.75-
00001 MEGAGATE	205876-00 1/	00121619	11003364	INET/NETWORK 2/112 INFO TECH	02/17/12	221437	5,863.35-
MEGAGATE							
Sum							5,863.35-
00001 METRO CRIMESTOPPERS INC	02/01/12	02012230	11002977	CITY COURT COSTS 01/12	02/01/12	15418	1,124.56-
METRO CRIMESTOPPERS INC							
Sum							1,124.56-
00001 MID SOUTH GLASS INC	0037430	00118829	11003232	INSTALL DOORS-CITY FUEL BARN	02/17/12	221438	2,000.00-
MID SOUTH GLASS INC							
Sum							2,000.00-
00001 MID SOUTH UNIFORM & SUPP	475375	00120757	11003241	RPLCMNT NAME TAG-RICHARDSON	02/17/12	221439	20.70-
00001 MID SOUTH UNIFORM & SUPP	475464	00118094	11003318	UNDERCOVER HOLSTERS-POLICE	02/17/12	221439	419.88-
MID SOUTH UNIFORM & SUPP							
Sum							440.58-
00001 MIKELL, BURKETT	TRAV ADVANCE	00121425	11003193	TRAV ADV-ASBESTOS CRSE-STRKVL	02/17/12	221441	82.00-
MIKELL, BURKETT							
Sum							82.00-
00001 MITCHELL TOOL SALES & SE	82671	00121136	11003167	ROLLER TABLE, SOCKET TRAYS	02/17/12	221444	537.97-
00001 MITCHELL TOOL SALES & SE	82718	00121489	11003334	HAND TOOLS CONSTR DEPT	02/17/12	221444	79.97-
MITCHELL TOOL SALES & SE							
Sum							617.94-
00001 MOLLY MAID	SERVICES 2/1	00121219	11003085	SERVS 2/12 CEM/FORESTRY	02/17/12	221445	245.00-
MOLLY MAID							
Sum							245.00-
00001 MOMAR INC	A62380	00121106	11003081	RUBBER COATING-CONSTR DEPT	02/17/12	221446	274.36-
MOMAR INC							
Sum							274.36-
00001 MOORE MEDICAL	97112296 RI	00121198	11003140	MEDICAL SUPP P/F ACADEMY	02/17/12	221447	173.91-
MOORE MEDICAL							
Sum							173.91-
00001 MS ASSN OF CODE ENFORCEN	MBRSH DUES-	00121423	11003194	2012 MBRSH DUES-RODGERS	02/17/12	221448	25.00-
00001 MS ASSN OF CODE ENFORCEN	MBRSH DUES-	00121423	11003195	2012 MBRSH DUES-QUINN	02/17/12	221448	25.00-
00001 MS ASSN OF CODE ENFORCEN	MBRSH DUES-	00121423	11003196	2012 MBRSH DUES-RUSSELL	02/17/12	221448	25.00-
Sum							75.00-

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00001 MS ASSN OF CODE ENFORCEM	MBRSHD DUES-	00121423	11003197	2012 MBRSHD DUES-BYAS	02/17/12	221448	25.00-
00001 MS ASSN OF CODE ENFORCEM	MBRSHD DUES-	00121423	11003198	2012 MBRSHD DUES-MIKELL	02/17/12	221448	25.00-
00001 MS ASSN OF CODE ENFORCEM	MBRSHD DUES-	00121423	11003199	2012 MBRSHD DUES-JACKSON	02/17/12	221448	25.00-
MS ASSN OF CODE ENFORCEM							150.00-
Sum							
00001 MS DEPT OF INFORMATION T	SPINPB82 DEA	00121266	11003079	REG-DEARMAN MICROSOFT PROJECT	02/17/12	221449	290.00-
00001 MS DEPT OF INFORMATION T	SPINPB82 KUY	00121266	11003080	REG-KUYRKENDALL-MICROSOFT PRJ	02/17/12	221449	290.00-
00001 MS DEPT OF INFORMATION T	IN 601 COH19	02012239	11003106	LONG DISTANCE SERVICE 12/11	02/17/12	221449	10,714.32-
00001 MS DEPT OF INFORMATION T	IN 601 COZ27	02012244	11003107	NCIC CHARGE 1/12 POLICE DEPT	02/17/12	221449	224.00-
MS DEPT OF INFORMATION T							
Sum							11,518.32-
00001 MS DEPT OF PUBLIC SFTY/C	02/01/12	02012232	11002978	FINE COLLECTION 01/12	02/01/12	15419	759.63-
MS DEPT OF PUBLIC SFTY/C							
Sum							759.63-
00001 MS EMBROIDERY COMPANY	7120	00115295	11003402	CAPS-TRAFFIC OFFICERS	02/17/12	221450	80.00-
00001 MS EMBROIDERY COMPANY	7122	00116354	11003403	CAP-DENSON-MTRCYCLE OFFICER	02/17/12	221450	26.40-
00001 MS EMBROIDERY COMPANY	7121	00117970	11003404	CAPS-INTERDICTION TEAM	02/17/12	221450	61.20-
MS EMBROIDERY COMPANY							
Sum							167.60-
00001 MS POWER COMPANY	2/12 GENERAL	00020129	11003375	MONTHLY ELEC-GENERAL	02/17/12	221452	4,586.97-
MS POWER COMPANY							
Sum							4,586.97-
00001 MS STATE UNIV-DIV OF CON	REG-BYAS 3/2	00121427	11003200	REG-BYAS-ASBESTOS REFRESH CRS	02/17/12	221453	175.00-
00001 MS STATE UNIV-DIV OF CON	REG-MIKELL 3	00121427	11003201	REG-MIKELL-ASBESTOS RFRSH CRS	02/17/12	221453	175.00-
MS STATE UNIV-DIV OF CON							
Sum							350.00-
00001 MS STATE/TAX COMM/TAX EX	PO#121536 2/	00121536	11003242	TAGS-NEW POLICE UNITS	02/17/12	221454	84.00-
00001 MS STATE/TAX COMM/TAX EX	PO#121577 2/	00121577	11003322	TAGS VARI POLICE UNITS	02/17/12	221454	60.00-
MS STATE/TAX COMM/TAX EX							
Sum							144.00-
00001 MS STATE/TAX COMM/UNDERC	PO#121234 1/	00121234	11002991	TAG RNWLS UNDERCOVER UNITS	02/17/12	221455	176.00-
MS STATE/TAX COMM/UNDERC							
Sum							176.00-
00001 MS STATE/TREASURER/FINAN	02/2012	02012231	11002971	FINE COLLECTIONS 01/12	02/01/12	15411	70,393.32-
MS STATE/TREASURER/FINAN							
Sum							70,393.32-
00001 MYERS, EDGAR R	TRAVEL REIMB	00121428	11003180	EXPNS-MML CONF-JACKSON	02/17/12	221456	343.75-
MYERS, EDGAR R							
Sum							343.75-

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Sum							343.75-
00001 N & H ELECTRONIC DISTRIB	095262	00121304	11003115	BATTERIES-POLICE DEPT	02/17/12	221458	56.00-
Sum							56.00-
00001 NAPA AUTO PARTS	459195	00120689	11002992	REPR PTS POLICE STOCK	02/17/12	221461	127.14-
00001 NAPA AUTO PARTS	259196	00120689	11002993	REPR PTS U#15149 POLICE	02/17/12	221461	169.16-
00001 NAPA AUTO PARTS	459197	00120689	11002994	REPR PTS U#16647 POLICE	02/17/12	221461	252.28-
00001 NAPA AUTO PARTS	459200	00120689	11002995	REPR PTS POLICE STOCK	02/17/12	221461	84.90-
00001 NAPA AUTO PARTS	459201	00120689	11002996	REPR PTS POLICE STOCK	02/17/12	221461	135.00-
00001 NAPA AUTO PARTS	459202	00120689	11002997	REPR PTS U#15451 POLICE	02/17/12	221461	117.60-
00001 NAPA AUTO PARTS	459203	00120689	11002998	REPR PTS U#11740 POLICE	02/17/12	221461	36.62-
00001 NAPA AUTO PARTS	459204	00120689	11002999	REPR PTS U#15451 POLICE	02/17/12	221461	71.35-
00001 NAPA AUTO PARTS	459207	00120689	11003000	REPR PTS U#15149 POLICE	02/17/12	221461	23.92-
00001 NAPA AUTO PARTS	460118	00121042	11003124	REPR PTS POLICE STOCK	02/17/12	221461	13.65-
00001 NAPA AUTO PARTS	460096	00121205	11003125	REPR PTS POLICE STOCK	02/17/12	221461	135.94-
00001 NAPA AUTO PARTS	460108	00121205	11003126	REPR PTS POLICE STOCK	02/17/12	221461	84.90-
00001 NAPA AUTO PARTS	460100	00121205	11003127	REPR PTS U#15351 TRAFFIC	02/17/12	221461	7.32-
00001 NAPA AUTO PARTS	460101	00121205	11003128	REPR PTS STREET STOCK	02/17/12	221461	112.16-
00001 NAPA AUTO PARTS	460107	00121205	11003129	REPR PTS U#12065 STREET	02/17/12	221461	24.99-
00001 NAPA AUTO PARTS	460103	00121205	11003130	REPR PTS U#11931 ENGR	02/17/12	221461	361.38-
00001 NAPA AUTO PARTS	460095	00121205	11003131	REPR PTS U#14407 SANIT	02/17/12	221461	23.98-
00001 NAPA AUTO PARTS	460136	00121057	11003151	REPR PTS U#11945 TRAFFIC	02/17/12	221461	57.91-
00001 NAPA AUTO PARTS	460135	00121057	11003152	REPR PTS SANIT STOCK	02/17/12	221461	38.96-
00001 NAPA AUTO PARTS	460137	00121057	11003153	REPR PTS U#15964 SANIT	02/17/12	221461	114.02-
00001 NAPA AUTO PARTS	460138	00121057	11003154	REPR PTS U#8626 HEALTH	02/17/12	221461	8.46-
00001 NAPA AUTO PARTS	460788	00121518	11003326	MAINT SUPPLIES FIRE DEPT	02/17/12	221461	506.08-
Sum							2,507.72-
00001 NATL LEAGUE OF CITIES/DI	80030 000002	00121352	11003170	MBRSHIP RNWL 3/12-2/13	02/17/12	221462	3,813.00-
Sum							3,813.00-
00001 NATL NOTARY ASSOCIATION	015861610 LI	00121422	11003202	NOTARY INS LIGGINS 4/12-4/13	02/17/12	221463	104.00-
Sum							104.00-
00001 NEEL-SCHAEFFER INC	01000243-01	00121474	11003178	SERVS GORDON'S CRK MASTER PLN	02/17/12	221464	1,119.05-
00001 NEEL-SCHAEFFER INC	01000243-02	00121617	11003366	SERVS GORDONS CRK MASTER PLAN	02/17/12	221464	1,350.00-
00001 NEEL-SCHAEFFER INC	01000248	00121663	11003384	SERVS 12/11 ADA TRANS PLAN	02/17/12	221464	12,763.00-
Sum							15,232.05-
00001 NEWELL PAPER COMPANY	526687	00121248	11003314	JANIT SUPP POLICE DEPT	02/17/12	221466	757.02-
Sum							757.02-
00001 NORDAN SMITH WELDING SUP	1067259	00121183	11003026	TOOLS/SUPP-WELDING SHOP	02/17/12	221468	192.00-
00001 NORDAN SMITH WELDING SUP	1066808	00120925	11003036	PRO MAG LEVEL-AIRPORT MAINT	02/17/12	221468	67.00-

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NORDAN SMITH WELDING SUP	1065849	00120666	11003039	WELDING SUP AIRPORT MAINT	02/17/12	221468	256.41-
00001 NORDAN SMITH WELDING SUP	1065793	00120823	11003083	COMPRESSED OXYGEN-AIRPT MAINT	02/17/12	221468	11.70-
00001 NORDAN SMITH WELDING SUP	1071229	00121466	11003183	CYL RENT 1/12 VARI DEPTS	02/17/12	221468	406.80-
00001 NORDAN SMITH WELDING SUP	1073500	00121196	11003329	WELDING SUP TRAFFIC DEPT	02/17/12	221468	720.15-
00001 NORDAN SMITH WELDING SUP	1063546	00120842	11003336	WELDING SUP AIRPORT MAINT	02/17/12	221468	279.50-
00001 NORDAN SMITH WELDING SUP	1077525	00120842	11003337	WELDING SUP AIRPORT MAINT	02/17/12	221468	80.00-
00001 NORDAN SMITH WELDING SUP	1063546 CM	00120842	11003339	CREDIT	02/17/12	221468	9.50
NORDAN SMITH WELDING SUP							2,004.06-
Sum							
00001 OFFICE DEPOT INC	594513210001	00120896	11002983	RPLCMNT SHREDDER M/ADM	02/17/12	221470	229.99-
00001 OFFICE DEPOT INC	594513210001	00121245	11002984	PRICE ADJ PO#120896	02/17/12	221470	30.00-
00001 OFFICE DEPOT INC	1435528405	00121072	11003004	OFFICE SUP P/F ACADEMY	02/17/12	221470	98.99-
00001 OFFICE DEPOT INC	595561523001	00121098	11003185	OFFICE SUP P/F ACADEMY	02/17/12	221470	22.09-
00001 OFFICE DEPOT INC	597142569001	00121386	11003312	PRINTER SUPP POLICE DEPT	02/17/12	221470	372.10-
00001 OFFICE DEPOT INC	1438428321	00121254	11003443	PRINTER SUPP P/F ACADEMY	02/17/12	221470	145.61-
OFFICE DEPOT INC							
Sum							898.78-
00001 OWENS BUSINESS MACHINES	230588	00121394	11003134	COPPER MAINT 2/12-1/13 POLICE	02/17/12	221473	1,210.00-
OWENS BUSINESS MACHINES							
Sum							1,210.00-
00001 PANAMA PUMP COMPANY	8304	00121465	11003203	PUMP REPAIR-STREET	02/17/12	221474	75.00-
PANAMA PUMP COMPANY							
Sum							75.00-
00001 PEANUTS TOWING SERVICE	59069	00121358	11003059	WINCH OUT U#17592 POLICE	02/17/12	221477	65.00-
00001 PEANUTS TOWING SERVICE	59017	00121080	11003221	TOWING U#16238 CEMETERY	02/17/12	221477	125.00-
00001 PEANUTS TOWING SERVICE	59435	00121503	11003228	TOWING STOLEN VEHICLE	02/17/12	221477	165.00-
PEANUTS TOWING SERVICE							
Sum							355.00-
00001 PEARL RIVER VALLEY EPA	10210005 2/O	00020129	11003378	MONTHLY 2/12 #8 FIRE STA	02/17/12	221478	575.50-
00001 PEARL RIVER VALLEY EPA	2/12 GENERAL	00020129	11003379	MONTHLY 2/12 PUBLIC SERVICES	02/17/12	221478	5,358.10-
PEARL RIVER VALLEY EPA							
Sum							5,933.60-
00001 PENNEY, J C COMMERCIAL	P911900DD002	00121224	11003317	CLOTH ALLOW-WEAVER-POLICE	02/17/12	221479	175.00-
PENNEY, J C COMMERCIAL							
Sum							175.00-
00001 PERFORMANCE TRAINING SYS	PO#121367 2/	00121367	11003187	UPDATES-FD GENERATOR SOFTWARE	02/17/12	221480	1,325.00-
PERFORMANCE TRAINING SYS							
Sum							1,325.00-
00001 PIERCE PLUMBING INC	491544	00121402	11003219	LOCATE/REPR GAS LEAKS-CEM/FOR	02/17/12	221486	301.51-
PIERCE PLUMBING INC							
Sum							301.51-

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Sum							301.51-
00001 PINE BELT OIL COMPANY IN	3475888	00121073	11002980	GASOLINE, DIESEL PUBLIC WORKS	02/17/12	221488	23,432.44-
00001 PINE BELT OIL COMPANY IN	549913	00121363	11003072	MONTHLY GAS CARD FEES	02/17/12	221488	495.77-
00001 PINE BELT OIL COMPANY IN	347921	00121251	11003091	GASOLINE, DIESEL PUBLIC WORKS	02/17/12	221488	23,207.21-
00001 PINE BELT OIL COMPANY IN	1/1-1/31/12	00121384	11003113	MINIT MART CHGS 1/12 POLICE	02/17/12	221488	5,314.87-
00001 PINE BELT OIL COMPANY IN	1/1-1/31/12	00121384	11003114	MINIT MART CHGS 1/12 FIRE	02/17/12	221488	1,674.31-
00001 PINE BELT OIL COMPANY IN	207	00121469	11003240	SNACKS-MINISTERS MEETING 2/8	02/17/12	221488	43.50-
00001 PINE BELT OIL COMPANY IN	209	00121471	11003311	FOOD-FED/STATE PROG WORK PROJ	02/17/12	221488	63.50-
00001 PINE BELT OIL COMPANY IN	1000816	00121644	11003418	GASOLINE, DIESEL PUBLIC WORKS	02/17/12	221488	27,525.30-
Sum							81,756.90-
00001 PINE BELT REGIONAL SOLID	100006 1/12	00121490	11003230	REFUSE DISPOSAL 1/12 SANIT	02/17/12	221489	79,969.66-
Sum							79,969.66-
00001 PLAY IT AGAIN SPORTS	PO#121539 2/	00121539	11003419	TREADMILL #7 FIRE STA	02/17/12	221492	850.00-
Sum							850.00-
00001 PRESLEY, PAUL E	PETTY CASH 1	00121328	11003063	PETTY CASH-FIRE DEPT	02/17/12	221497	294.88-
Sum							294.88-
00001 PRO TRAVEL INC	DL/GMVGIO DU	00121676	11003399	DUPREE-EPA MEETING-ATLANTA	02/17/12	221499	683.60-
00001 PRO TRAVEL INC	DL/GMVGIO KU	00121705	11003425	KUYRKENDALL 2/29 EPA ATLANTA	02/17/12	221499	683.60-
00001 PRO TRAVEL INC	AA/JITHZD BE	00121719	11003440	BERNARDO-IMC CONF-PORTLAND	02/17/12	221499	491.20-
00001 PRO TRAVEL INC	AA/JITHZD MY	00121723	11003441	MYERS-IMC CONF-PORTLAND, OR	02/17/12	221499	491.20-
00001 PRO TRAVEL INC	AA/JITHZD SC	00121723	11003442	SCHWANDT-IMC CONF-PORTLAND	02/17/12	221499	491.20-
Sum							2,840.80-
00001 PRUITT GROUP, THE	LOBBY RETAIN	00121311	11003049	LOBBYING RETAINER FEES 2/12	02/17/12	221501	3,000.00-
Sum							3,000.00-
00001 PUCKETT RENTS	326743-0001	00121000	11003087	BACKHOE U#18337 CEMETERY	02/17/12	221502	48,977.00-
Sum							48,977.00-
00001 PURVIS AUTO COLLISION	2184	00119845	11003073	ALIGNMENT U#17017 STREET	02/17/12	221504	42.00-
00001 PURVIS AUTO COLLISION	2183	00118479	11003369	ALIGNMENT U#15148 POLICE	02/17/12	221504	42.00-
00001 PURVIS AUTO COLLISION	1777	00117255	11003406	ALIGNMENT U#11094 POLICE	02/17/12	221504	42.00-
Sum							126.00-
00001 PURVIS MOTORS LLC	28098	00121532	11003331	REPRS U#15962 STREET	02/17/12	221505	183.65-
00001 PURVIS MOTORS LLC	28119	00121687	11003423	REPRS U#16239 STREET	02/17/12	221505	852.55-

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PURVIS MOTORS LLC Sum							
00001 RICOH CORP	414462003	00121620	11003365	COPIER MNT 1/22-1/21 INFO TEC	02/17/12	221508	1,036.20-
RICOH CORP Sum							
00001 RJ YOUNG COMPANY	258826	00121247	11003009	COPIER MAINT 12/11-1/12 ACDMY	02/17/12	221509	2,906.44-
00001 RJ YOUNG COMPANY	259233	00121356	11003060	COPIER 12/11-1/12 DETECTIVES	02/17/12	221509	408.56-
00001 RJ YOUNG COMPANY	259977	00121454	11003209	COPIER 12/11-1/12 ENGR	02/17/12	221509	518.00-
RJ YOUNG COMPANY Sum							326.45-
00001 ROGERS, KEVIN & ASSOCIAT							1,253.01-
00001 ROGERS, KEVIN & ASSOCIAT							
00001 ROGERS, KEVIN & ASSOCIAT							
00001 ROGERS, KEVIN & ASSOCIAT							
00001 ROGERS, KEVIN & ASSOCIAT							
ROGERS, KEVIN & ASSOCIAT Sum							
00001 SACKS OUTDOOR SUPPLY	14704	00121118	11003006	UNIFORMS-FONTAINE-P/F ACADEMY	02/17/12	221515	1,200.00-
SACKS OUTDOOR SUPPLY Sum							
00001 SANDERS, ROBERT (REFUND)							
00001 SANDERS, ROBERT (REFUND)							
00001 SANDERS, ROBERT (REFUND)							
00001 SANDERS, ROBERT (REFUND)							
00001 SANDERS, ROBERT (REFUND)							
SANDERS, ROBERT (REFUND) Sum							
00001 SCHWANDT, MARILYN T							
00001 SCHWANDT, MARILYN T							
00001 SCHWANDT, MARILYN T							
00001 SCHWANDT, MARILYN T							
00001 SCHWANDT, MARILYN T							
SCHWANDT, MARILYN T Sum							
00001 SCOTTS HYDRAULIC SERVICE	10773	00121338	11003166	REPRS U#8242 SANIT	02/17/12	221524	278.67-
SCOTTS HYDRAULIC SERVICE Sum							
00001 SHERPER, MICHAEL J PLLC							
00001 SHERPER, MICHAEL J PLLC							
00001 SHERPER, MICHAEL J PLLC							
00001 SHERPER, MICHAEL J PLLC							
00001 SHERPER, MICHAEL J PLLC							
SHERPER, MICHAEL J PLLC Sum							
00001 SHERWIN-WILLIAMS COMPANY	3601-1	00120955	11003150	BLACKOUT PAINT-TRAFFIC	02/17/12	221527	2,070.29-
SHERWIN-WILLIAMS COMPANY Sum							
00001 SOCCER LOCKER AND CITY R							
00001 SOCCER LOCKER AND CITY R							
00001 SOCCER LOCKER AND CITY R							
00001 SOCCER LOCKER AND CITY R							
00001 SOCCER LOCKER AND CITY R							
SOCCER LOCKER AND CITY R Sum							

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SWEET PEPPERS DELI Sum							
00001 TEMPLE INC	REG-THOMPSON INV0108653	00121350	11003068	REG-THOMPSON-WORKSHOP-DECATUR	02/17/12	221560	277.47-
00001 TEMPLE INC		00121265	11003097	REPR SIGNAL EQUIP-TRAFFIC	02/17/12	221560	750.00-
TEMPLE INC Sum							996.80-
00001 THOMPSON, RICHARD L	TRAVEL RIMB	00121710	11003421	EXPNS-CONTROLLER PROG WRKSHOP	02/17/12	221564	1,746.80-
THOMPSON, RICHARD L Sum							121.10-
00001 THYSSENKRUPP ELEVATOR CO		00121331	11003088	MAINT 2/12 PINE ST GARAGE	02/17/12	221565	121.10-
THYSSENKRUPP ELEVATOR CO Sum							410.45-
00001 TLW INC	001 1203 JAM	00121407	11003148	ASBESTOS RMVL 1203 JAMES ST	02/17/12	221566	410.45-
TLW INC Sum							1,200.00-
00001 TRACTOR SUPPLY	200073935	00121097	11003217	HAND TOOLS-AIRPORT MAINT	02/17/12	221567	1,200.00-
00001 TRACTOR SUPPLY	200073077	00120928	11003218	LANDSCAPE TOOLS-CEMETERY	02/17/12	221567	191.85-
TRACTOR SUPPLY Sum							179.94-
00001 TRUCKPRO INC	039-0489791	00120832	11003214	REPR PTS SANIT STOCK	02/17/12	221570	371.79-
TRUCKPRO INC Sum							157.77-
00001 TRUSTMARK BUSINESS CARD	3018 DUBREE	00121675	11003386	FUEL-TRUMPET AWARDS-ATLANTA	02/17/12	221571	157.77-
00001 TRUSTMARK BUSINESS CARD		00121675	11003387	MEALS-MEMPHIS DELEGATION	02/17/12	221571	53.04-
00001 TRUSTMARK BUSINESS CARD		00121675	11003388	MEAL 1/17/12 WASHINGTON TRIP	02/17/12	221571	79.30-
00001 TRUSTMARK BUSINESS CARD		00121675	11003389	MEAL 1/17/12 WASHINGTON TRIP	02/17/12	221571	24.39-
00001 TRUSTMARK BUSINESS CARD		00121675	11003390	HOTEL 1/17-19 US CONF/MAYORS	02/17/12	221571	65.30-
00001 TRUSTMARK BUSINESS CARD		00121675	11003391	MEAL 1/24/12 MML CONFERENCE	02/17/12	221571	1,321.53-
00001 TRUSTMARK BUSINESS CARD		00121675	11003392	BAGGAGE FEE-MRS. DUBREE	02/17/12	221571	30.00-
00001 TRUSTMARK BUSINESS CARD		00121675	11003393	FUEL-MML CONF 1/25/12	02/17/12	221571	85.00-
00001 TRUSTMARK BUSINESS CARD		00121675	11003394	TIRE PURCHASE PEARL, MS 1/24	02/17/12	221571	53.24-
00001 TRUSTMARK BUSINESS CARD		00121675	11003395	HOTEL-MML CONF JKSN 1/24-25	02/17/12	221571	145.66-
00001 TRUSTMARK BUSINESS CARD		00121675	11003396	HOTEL-J. BROWN 1/24-25 MML JKN	02/17/12	221571	243.48-
00001 TRUSTMARK BUSINESS CARD		00121675	11003397	IPOD/IPHONE CHARGER-ROADTRIP	02/17/12	221571	531.36-
TRUSTMARK BUSINESS CARD Sum							52.68-
00001 TRUSTMARK NATIONAL BANK/ TRUSTMARK NATIONAL BANK/ Sum	18143/284011	02012237	11002979	GARBAGE CAN LEASE DUE 2/29/	02/01/12	15420	2,684.98-
							23,186.40-
							23,186.40-

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TURNAGE NORMA JEAN Sum	574337	00121206	11003005	OFFICE SUPP P/F ACADEMY	02/17/12	221572	150.00-
00001 U S CONFERENCE OF MAYORS Sum	40596	00121608	11003361	2012 MBRSHF FEE	02/17/12	221574	150.00- 3,489.00-
00001 UNDERGROUND TECHNOLOGIES Sum	12.04	00120839	11003213	FAULT LOCATOR SET-CONSTR	02/17/12	221576	4,925.00-
00001 UNITED FENCE COMPANY Sum	00014476	00120897	11003177	FENCE REPR TRAIN DEPOT	02/17/12	221578	4,925.00- 1,690.65-
00001 UPTON ADVERTISING INC Sum	5451	00121314	11003141	FLAG-P/F ACADEMY	02/17/12	221580	50.00-
00001 USM/COLLEGE OF HEALTH Sum	DAMAGE DEP R	02012254	11003381	DAMAGE DEPOSIT REFUND	02/17/12	221583	300.00-
00001 V F W OF THE US Sum	PARKING SPAC	00121310	11003089	PARKING SPACES 2/12	02/17/12	221585	75.00-
00001 VETERINARY ASSOCIATES OF Sum	8575 144269	00121355	11003058	SERVS TOMI POLICE K-9	02/17/12	221588	75.00- 37.81-
00001 VETERINARY ASSOCIATES OF	8575 144394	00121502	11003225	SERVS-ALEX-POLICE K-9	02/17/12	221588	61.35-
00001 VETERINARY ASSOCIATES OF	8575 144391	00121502	11003226	SERVS-ALEX-POLICE K-9	02/17/12	221588	6.70-
VETERINARY ASSOCIATES OF Sum							105.86-
00001 VOLVO CONSTRUCTION EQUIP Sum	002034589	00121515	11003444	TRENCHER/TRAILER #8 FIRE STA	02/17/12	221590	145.00-
00001 WANSLEY'S MACHINE & DRIV Sum	30454	00121079	11003041	REPRS U#16010 FORESTRY	02/17/12	221592	145.00- 104.52-
00001 WARREN PAVING INC Sum	10096MB	00121186	11003155	CRUSHED CONCRETE-STREET	02/17/12	221594	2,657.88- 2,657.88-

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00001 WASTE MANAGEMENT OF SOUT	0005176-2526	00121544	11003247	REFUSE DISPOSAL 1/17-31 SANIT	02/17/12	221595	5,425.20-
Sum							5,425.20-
WASTE MANAGEMENT OF SOUT							
00001 WASTE PRO HATTIESBURG	0000159067	00121673	11003413	HAULING CHARGES	02/17/12	221596	1,650.00-
00001 WASTE PRO HATTIESBURG	0000159015	00121673	11003414	RESIDENTIAL RECYCLING SERVICE	02/17/12	221596	11,495.00-
Sum							13,145.00-
WASTE PRO HATTIESBURG							
00001 WATERS INTERNATIONAL TRU	8-220280015	00121220	11003024	REPR U#14405 STREET	02/17/12	221597	399.71-
00001 WATERS INTERNATIONAL TRU	8-220270070	00121208	11003035	REPR PTS U#14407 SANIT	02/17/12	221597	222.04-
00001 WATERS INTERNATIONAL TRU	8-220370057	00121442	11003215	REPR PTS U#7870 HEALTH	02/17/12	221597	224.94-
00001 WATERS INTERNATIONAL TRU	8-220330028	00121343	11003335	REPR PTS SANIT STOCK	02/17/12	221597	191.61-
00001 WATERS INTERNATIONAL TRU	8-220400068	00121574	11003424	REPR PTS U#14407 STREET	02/17/12	221597	3,989.30-
Sum							5,027.60-
WATERS INTERNATIONAL TRU							
00001 WATTS, FRANK (REFUND)	MUNICIPAL CO	02012250	11003234	MUNICIPAL COURT REFUND	02/17/12	221599	633.50-
Sum							633.50-
WATTS, FRANK (REFUND)							
00001 WILLMUT GAS & OIL COMPAN	2/12 GENERAL	00020129	11003376	MONTHLY GAS-GENERAL	02/17/12	221600	3,993.59-
Sum							3,993.59-
WILLMUT GAS & OIL COMPAN							
00001 WINGFOOT COMMERCIAL TIRE	238-1023001	00121213	11003132	TIRES-POLICE STOCK	02/17/12	221601	2,452.40-
00001 WINGFOOT COMMERCIAL TIRE	238-1023006	00121213	11003133	TIRES-POLICE STOCK	02/17/12	221601	2,118.80-
Sum							4,571.20-
WINGFOOT COMMERCIAL TIRE							
00001 WORKWELL SERVICES	ACCT#4604 11	00121330	11003046	EMP DRUG SCREENS 11/11	02/17/12	221602	369.00-
00001 WORKWELL SERVICES	ACCT#4604 13	00121330	11003047	EMP DRUG SCREENS 12/11	02/17/12	221602	367.00-
Sum							736.00-
WORKWELL SERVICES							
Sum							1,728,638.07-

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PARKS & RECREATION FUND							
00002 A & A TRANSMISSIONS	13637	00121507	11000824	CHECK TRANSMISSION U#12031	02/17/12	221232	75.00-
Sum							75.00-
00002 A & R FARM AND GARDEN	228918	00121257	11000704	FIRE ANT POISON-GRNDS MAINT	02/17/12	221233	168.00-
Sum							168.00-
A & R FARM AND GARDEN							
00002 ADAMS NURSERY	780338	00121190	11000690	FERTILIZER-VARI FLOWER BEDS	02/17/12	221237	96.00-
00002 ADAMS NURSERY	780337	00120852	11000691	TREES-JAYCEE PARK LANDSCAPE	02/17/12	221237	40.00-
Sum							136.00-
ADAMS NURSERY							
00002 ALBRITTON CHAIN SAW & L	17842	00121262	11000710	WEEDEATER PTS/SUPP	02/17/12	221242	426.40-
Sum							426.40-
ALBRITTON CHAIN SAW & L							
00002 AMERICAN STEEL LINE BULL	15771	00120393	11000708	STEEL DOORS-VANDALS-TMBRTN	02/17/12	221246	816.00-
Sum							816.00-
AMERICAN STEEL LINE BULL							
00002 ANOINTED HANDS CLEANING	068	00121493	11000751	SERVS 1/12 GRNDS MAINT OFFICE	02/17/12	221247	250.00-
Sum							250.00-
ANOINTED HANDS CLEANING							
00002 ASHLEY'S SPORTING GOODS	7100	00121126	11000756	UNIFORMS L'TIGERS BASKETBALL	02/17/12	221253	2,183.50-
Sum							2,183.50-
ASHLEY'S SPORTING GOODS							
00002 AUTO ARMATURE SERVICE IN	1864	00121199	11000698	BATTERY U#16979 GRNDS MAINT	02/17/12	221257	57.95-
00002 AUTO ARMATURE SERVICE IN	1981	00121567	11000819	RPLCMNT BATTERY FOR GATOR	02/17/12	221257	38.95-
Sum							96.90-
AUTO ARMATURE SERVICE IN							
00002 AUTOMOTIVE GLASS SPECIAL	1136369	00121158	11000732	OUTSIDE MIRROR U#14127	02/17/12	221259	76.00-
Sum							76.00-
AUTOMOTIVE GLASS SPECIAL							
00002 AYERS DISTRIBUTING CO	5282	00120906	11000702	CANDY FILLED EASTER EGGS 2012	02/17/12	221260	1,088.00-
Sum							1,088.00-
AYERS DISTRIBUTING CO							
00002 B S N SPORTS	94472632	00121170	11000767	BASES/PLATES-BALLFIELDS	02/17/12	221261	2,843.96-
Sum							2,843.96-
B S N SPORTS							

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BETTS, SHERMAN Sum	00002 BETTS, SHERMAN	OFFICIAL 1/2	02012257	11000779 OFFICIAL-A/Y BASKETBALL	02/17/12	221268	510.00-
BRACKMAN MOWER WAREHOUSE	00002 BRACKMAN MOWER WAREHOUSE	IN0108569	00121277	11000711 WEEDEATER PTS/SUPP	02/17/12	221276	302.94-
BRACKMAN MOWER WAREHOUSE	00002 BRACKMAN MOWER WAREHOUSE	IN0108592	00121300	11000724 PTS/REPR U#17997 GRNDS MAINT	02/17/12	221276	76.00-
BRACKMAN MOWER WAREHOUSE	00002 BRACKMAN MOWER WAREHOUSE	IN0108593	00121305	11000725 PTS/REPR U#17085 GRNDS MAINT	02/17/12	221276	23.00-
BRACKMAN MOWER WAREHOUSE	00002 BRACKMAN MOWER WAREHOUSE	IN0108597	00121306	11000726 PTS/REPR U#17562 GRNDS MAINT	02/17/12	221276	246.95-
BRACKMAN MOWER WAREHOUSE	00002 BRACKMAN MOWER WAREHOUSE	IN0108595	00121307	11000727 PTS/REPR U#13889 GRNDS MAINT	02/17/12	221276	81.00-
BRACKMAN MOWER WAREHOUSE	00002 BRACKMAN MOWER WAREHOUSE	IN0108591	00121312	11000728 PTS/REPR U#17562, U#16977	02/17/12	221276	108.62-
BRACKMAN MOWER WAREHOUSE	00002 BRACKMAN MOWER WAREHOUSE	IN0108660	00121475	11000753 REPR PTS U#15517 GRNDS MAINT	02/17/12	221276	144.99-
BRACKMAN MOWER WAREHOUSE	00002 BRACKMAN MOWER WAREHOUSE	0108685	00121530	11000766 WEEDEATER SUPP GRNDS MAINT	02/17/12	221276	165.00-
BRACKMAN MOWER WAREHOUSE	00002 BRACKMAN MOWER WAREHOUSE	IN0108700	00121583	11000820 REPR PTS U#17561, U#14980	02/17/12	221276	172.11-
BRACKMAN MOWER WAREHOUSE Sum	BRACKMAN MOWER WAREHOUSE						1,320.61-
BRELAND, CAMEICA Sum	00002 BRELAND, CAMEICA	SPORTS SERVS	02012256	11000795 SPORTS SUPPORT SERVICES	02/17/12	221277	117.00-
BUNCH, LATOYA L Sum	00002 BUNCH, LATOYA L	OFFICIAL 1/2	02012257	11000780 OFFICIAL-ADULT BASKETBALL	02/17/12	221280	117.00-
CARQUEST AUTO PARTS STOR	00002 CARQUEST AUTO PARTS STOR	2099-151810	00121467	11000752 ELEC SUPP GRNDS MAINT	02/17/12	221289	8.70-
CARQUEST AUTO PARTS STOR	00002 CARQUEST AUTO PARTS STOR	2099-151922	00121543	11000764 BRAKE FLUID GRNDS MAINT UNITS	02/17/12	221289	81.00-
CHAIN ELECTRIC COMPANY Sum	00002 CHAIN ELECTRIC COMPANY	18723	00121223	11000770 TRANSFORMER PAD TATUM PARK	02/17/12	221293	89.70-
CITY OF HATTIESBURG FUND	00002 CITY OF HATTIESBURG FUND	02/08/12	02012247	11000740 TRF 1ST 02/12 PAYROLL	02/08/12	35531	37,731.70-
CLARK, MALCOLM Sum	00002 CLARK, MALCOLM	OFFICIAL 1/2	02012257	11000781 OFFICIAL-ADULT BASKETBALL	02/17/12	221297	738.00-
CLEMENTS HARDWARE	00002 CLEMENTS HARDWARE	101309	00120938	11000707 VARI SUPP GRNDS MAINT CREWS	02/17/12	221299	173.03-
CLEMENTS HARDWARE	00002 CLEMENTS HARDWARE	101489	00121447	11000817 SHOP EQUIP PTS/FLAG POLE TATUM	02/17/12	221299	47.29-
CLEMENTS HARDWARE	00002 CLEMENTS HARDWARE	101497	00121461	11000818 LAYOUT NAILS-TATUM PARK	02/17/12	221299	30.00-
COLLIER, TORREY Sum	00002 COLLIER, TORREY	SPORTS SERVS	02012256	11000796 SPORTS SUPPORT SERVICES	02/17/12	221301	250.32-

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COLLIER, TORREY							
Sum							77.00-
00002 COMMERCIAL STATIONERY CO	320141-0	00118790	11000716	OFFICE SUPP SIGLER/REC CNTR	02/17/12	221303	218.57-
00002 COMMERCIAL STATIONERY CO	323713-0	00118790	11000717	OFFICE SUPP SIGLER/REC CNTR	02/17/12	221303	107.99-
00002 COMMERCIAL STATIONERY CO	320128-1	00118790	11000718	OFFICE SUPP SIGLER/REC CNTR	02/17/12	221303	8.76-
00002 COMMERCIAL STATIONERY CO	322232-0	00119944	11000719	OFFICE SUPP MCNAIR/SIGLER CTRS	02/17/12	221303	196.00-
00002 COMMERCIAL STATIONERY CO	322232-1	00119944	11000720	OFFICE SUPP MCNAIR/SIGLER CTRS	02/17/12	221303	23.55-
00002 COMMERCIAL STATIONERY CO	317828-0	00117488	11000721	OFFICE SUPP REC ADM	02/17/12	221303	173.72-
00002 COMMERCIAL STATIONERY CO	319899-0	00118672	11000722	OFFICE SUPP SIGLER/REC CNTR	02/17/12	221303	123.78-
00002 COMMERCIAL STATIONERY CO	311807-0	00121377	11000729	OFFICE SUPP SIGLER/REC CNTR	02/17/12	221303	79.18-
COMMERCIAL STATIONERY CO							
Sum							931.55-
00002 CONWAY POLE & PILING CO	0881	00121264	11000773	WOOD SHAVINGS--GRNDS MAINT	02/17/12	221308	700.00-
CONWAY POLE & PILING CO							
Sum							700.00-
00002 CROWELL, IDALIS		SPORTS SERVS 02012256	11000797	SPORTS SUPPORT SERVICES	02/17/12	221313	105.00-
CROWELL, IDALIS							
Sum							105.00-
00002 DUNAGIN PEST CONTROL(PRE	8316976	00020122	11000757	SRV Q/E 1-3/12 MAINT BLDG	02/17/12	221326	54.00-
00002 DUNAGIN PEST CONTROL(PRE	8316954	00020122	11000758	SRV Q/E 1-3/12 CARPENTER	02/17/12	221326	54.00-
00002 DUNAGIN PEST CONTROL(PRE	8316950	00020122	11000759	SRV Q/E 1-3/12 BOYS BRHOOD	02/17/12	221326	54.00-
00002 DUNAGIN PEST CONTROL(PRE	8316953	00020122	11000760	SRV Q/E 1-3/12 CAMERON FLD	02/17/12	221326	54.00-
00002 DUNAGIN PEST CONTROL(PRE	8316959	00020122	11000761	SRV Q/E 1-3/12 DAHMER POOL	02/17/12	221326	54.00-
00002 DUNAGIN PEST CONTROL(PRE	8316987	00020122	11000762	SRV Q/E 1-3/12 TATUM SOCCR	02/17/12	221326	135.00-
00002 DUNAGIN PEST CONTROL(PRE	8316989	00020122	11000763	SRV Q/E 1-3/12 TIMBERION	02/17/12	221326	81.00-
DUNAGIN PEST CONTROL(PRE							
Sum							486.00-
00002 DUNMORE, JOATHAN		SPORTS SERVS 02012256	11000798	SPORTS SUPPORT SERVICES	02/17/12	221327	329.00-
DUNMORE, JOATHAN							
Sum							329.00-
00002 ECONOMY SUPPLY CO	165509	00121157	11000694	REPR MATLS KP WALK TRL BRIDGE	02/17/12	221329	201.54-
00002 ECONOMY SUPPLY CO	165479	00121179	11000709	SIGN POSTS-TATUM SOCCER	02/17/12	221329	31.32-
ECONOMY SUPPLY CO							
Sum							232.86-
00002 ELKINS WHOLESALE INC	131382-00	00121270	11000736	JANIT SUPP GRNDS MAINT	02/17/12	221331	59.81-
00002 ELKINS WHOLESALE INC	131382-01	00121270	11000737	JANIT SUPP GRNDS MAINT	02/17/12	221331	21.33-
ELKINS WHOLESALE INC							
Sum							81.14-
00002 FAIRLEY, WILLIAM		SPORTS SERVS 02012256	11000799	SPORTS SUPPORT SERVICES	02/17/12	221335	480.00-
FAIRLEY, WILLIAM							
Sum							480.00-

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Sum							480.00-
00002 G & K SERVICES	1035230544	00121491	11000741	UNIFORMS 1/03 GRNDS MAINT	02/17/12	221356	85.27-
00002 G & K SERVICES	1035232719	00121491	11000742	UNIFORMS 1/10 GRNDS MAINT	02/17/12	221356	85.27-
00002 G & K SERVICES	1035234884	00121491	11000743	UNIFORMS 1/17 GRNDS MAINT	02/17/12	221356	96.00-
00002 G & K SERVICES	1035237054	00121491	11000744	UNIFORMS 1/24 GRNDS MAINT	02/17/12	221356	96.00-
00002 G & K SERVICES	1035239221	00121491	11000745	UNIFORMS 1/31 GRNDS MAINT	02/17/12	221356	96.00-
00002 G & K SERVICES	1035230562	00121492	11000746	MATS 1/03 GRNDS MAINT	02/17/12	221356	3.58-
00002 G & K SERVICES	1035232737	00121492	11000747	MATS 1/10 GRNDS MAINT	02/17/12	221356	3.58-
00002 G & K SERVICES	1035234902	00121492	11000748	MATS 1/17 GRNDS MAINT	02/17/12	221356	3.58-
00002 G & K SERVICES	1035237072	00121492	11000749	MATS 1/24 GRNDS MAINT	02/17/12	221356	3.58-
00002 G & K SERVICES	1035239239	00121492	11000750	MATS 1/31 GRNDS MAINT	02/17/12	221356	3.58-
G & K SERVICES							476.44-
Sum							237.60-
00002 GEORGE'S SPORTING GOODS	4586SF	00121191	11000771	MESH VESTS YOUTH BASKETBALL	02/17/12	221360	237.60-
GEORGE'S SPORTING GOODS							237.60-
Sum							237.60-
00002 GILKEY ELECTRIC SUPPLY C	230106	00121458	11000826	ELEC SUPP JAYCEE SCOREBOARD	02/17/12	221361	119.89-
GILKEY ELECTRIC SUPPLY C							119.89-
Sum							408.00-
00002 GRAVES, GARY L							221366
GRAVES, GARY L	OFFICIAL 1/2 02012257	11000782	OFFICIAL-ADULT BASKETBALL	02/17/12	221366		408.00-
Sum							867.00-
00002 GRIFFIN, GABRIEL							221370
GRIFFIN, GABRIEL	OFFICIAL 1/2 02012257	11000783	OFFICIAL-ADULT BASKETBALL	02/17/12	221370		867.00-
Sum							119.00-
00002 HANKINS, MARTIN							221378
HANKINS, MARTIN	OFFICIAL 1/2 02012257	11000784	OFFICIAL-ADULT BASKETBALL	02/17/12	221378		119.00-
Sum							33,602.00-
00002 HATTIESBURG CONVENTION C							221382
HATTIESBURG CONVENTION C	KPZ CONTRACT 00121385	11000735	KPZ CONTRACT PYMT 1/12	02/17/12	221382		119.00-
Sum							221383
00002 HAYES, CADECIA							221389
HAYES, CADECIA	SPORTS SERVS 02012256	11000800	SPORTS SUPPORT SERVICES	02/17/12	221389		136.00-
Sum							136.00-
00002 HINES, ERIC							221398
HINES, ERIC	OFFICIAL 1/2 02012257	11000785	OFFICIAL-ADULT BASKETBALL	02/17/12	221398		307.83-
Sum							307.83-
00002 IRBY, STUART C CO							307.83-
IRBY, STUART C CO	S006528453.0	00121457	11000774	LIGHT BUBBS-JAYCEE BALLPARK	02/17/12	221398	307.83-

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IRBY, STUART C CO Sum							
00002 JACKSON, ROOSEVELT III	PO#121077 2/	00121077	11000823	REPR DOORS-VANDALS-TWBRTN	02/17/12	221400	307.83-
00002 JACKSON, ROOSEVELT III	815535	00121645	11000825	PAINT KP WALK TRAIL BRIDGE	02/17/12	221400	675.00-
JACKSON, ROOSEVELT III Sum							550.00-
00002 JERRY'S AUTOMOTIVE REPAIR	13895	00121547	11000772	ENGINE REPR U#12031 GRNDS MNT	02/17/12	221402	1,225.00-
JERRY'S AUTOMOTIVE REPAIR Sum							83.45-
00002 JONES, ANN	PETTY CASH 2	00121656	11000778	PETTY CASH GRNDS MAINT	02/17/12	221405	344.50-
JONES, ANN Sum							344.50-
00002 JONES, AUSTIN	SPORTS SERVS	02012256	11000801	SPORTS SUPPORT SERVICES	02/17/12	221406	84.00-
JONES, AUSTIN Sum							84.00-
00002 JONES, SUSIE	SENIOR CNTR	00121715	11000828	SENIOR CNTR PROGRAM COORD	02/17/12	221407	1,000.00-
JONES, SUSIE Sum							1,000.00-
00002 KEATON CHRISTOPHER	OFFICIAL 1/2	02012257	11000786	OFFICIAL-ADULT BASKETBALL	02/17/12	221409	408.00-
KEATON CHRISTOPHER Sum							408.00-
00002 KEEP AMERICA BEAUTIFUL I	NSF12-0068-I	00121182	11000699	ANNUAL AFFILIATE FEE	02/17/12	221410	250.00-
KEEP AMERICA BEAUTIFUL I Sum							250.00-
00002 KELLY, KEITH	OFFICIAL 1/2	02012257	11000787	OFFICIAL-ADULT BASKETBALL	02/17/12	221411	170.00-
KELLY, KEITH Sum							170.00-
00002 KEYS, ANTHONY	SPORTS SERVS	02012256	11000802	SPORTS SUPPORT SERVICES	02/17/12	221413	21.00-
KEYS, ANTHONY Sum							21.00-
00002 KEYS, MECHEKA	SPORTS SERVS	02012256	11000803	SPORTS SUPPORT SERVICES	02/17/12	221414	406.00-
KEYS, MECHEKA Sum							406.00-
00002 KINSEY WELDING	4722	00121477	11000739	SOCCER GOAL REPRS TATUM PK	02/17/12	221415	275.00-

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KINSEY WELDING Sum							
00002 KIRKSEY, JOHNATHAN	OFFICIAL 1/2	02012257	11000788	OFFICIAL-ADULT BASKETBALL	02/17/12	221416	275.00-
KIRKSEY, JOHNATHAN Sum							
00002 KIRKSEY, NANCY JONES	SPORTS SERV	02012256	11000804	SPORTS SUPPORT SERVICES	02/17/12	221417	306.00-
KIRKSEY, NANCY JONES Sum							
00002 LADD'S	2035308	00120703	11000700	SOD CUTTER GRNDS MAINT	02/17/12	221419	470.00-
LADD'S Sum							
00002 LARK POOL (S&T ASSOC)	1155608	00120844	11000713	FOUNTAIN REPR VETERANS PARK	02/17/12	221423	5,099.00-
LARK POOL (S&T ASSOC) Sum							
00002 LOCKE, JACKIE W	OFFICIAL 1/2	02012257	11000789	OFFICIAL-ADULT BASKETBALL	02/17/12	221426	300.00-
LOCKE, JACKIE W Sum							
00002 LOWE'S OF HATTIESBURG IN	935233	00120390	11000693	GARDEN LEAF RAKES-GRNDS MAINT	02/17/12	221428	364.00-
00002 LOWE'S OF HATTIESBURG IN	935237	00120390	11000703	CREDIT INV#935233	02/17/12	221428	79.80-
LOWE'S OF HATTIESBURG IN Sum							
00002 M M C MATERIALS INC	185052	00121214	11000765	CONCRETE-TATUM PARK	02/17/12	221429	23.94
M M C MATERIALS INC Sum							
00002 MIKE'S TIRE & WHEEL CO	2158295	00121169	11000697	TIRE U#16048 GRNDS MAINT	02/17/12	221440	55.86-
00002 MIKE'S TIRE & WHEEL CO	2158522	00121494	11000769	TIRES U#14980, U#14981	02/17/12	221440	162.00-
00002 MIKE'S TIRE & WHEEL CO	2158537	00121589	11000821	TIRE U#14981 GRNDS MAINT	02/17/12	221440	
MIKE'S TIRE & WHEEL CO Sum							
00002 MILLER, LLOYD M	OFFICIAL 1/2	02012257	11000790	OFFICIAL-ADULT BASKETBALL	02/17/12	221442	338.89-
MILLER, LLOYD M Sum							
00002 MS GRASS NURSERY	22937	00121269	11000738	GRASS SOD JAYCEE PK FLD #1	02/17/12	221451	374.00-
MS GRASS NURSERY Sum							
00002 MS POWER COMPANY	2/12 PKS/REC	00020129	11000776	MONTHLY ELEC-PARKS & REC	02/17/12	221452	70.50-
							3,628.54-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MS POWER COMPANY Sum							
00002 NAPA AUTO PARTS	460122	00121054	11000731	REPR PTS U#7382 GRNDS MAINT	02/17/12	221461	3,628.54-
NAPA AUTO PARTS Sum							
00002 NEWELL PAPER COMPANY	525811	00121041	11000689	FLOOR WAX/MOP-TMBRTN PRESSBOX	02/17/12	221466	132.91-
NEWELL PAPER COMPANY Sum							
00002 PAT O'DONNELL CONSTRUCTI	PO#121211 1/	00121211	11000712	SIDEWALK REPR TATUM SOCCER	02/17/12	221476	95.54-
00002 PAT O'DONNELL CONSTRUCTI	PO#121283 2/	00121283	11000715	SIDEWALK REPR TATUM BASEBALL	02/17/12	221476	350.00-
00002 PAT O'DONNELL CONSTRUCTI	#2	00121542	11000754	SIDEWALK REPR TATUM BASEBALL	02/17/12	221476	680.00-
PAT O'DONNELL CONSTRUCTI Sum							300.00-
00002 PETERSON, DEION	SPORTS SERVS 02012256	11000805		SPORTS SUPPORT SERVICES	02/17/12	221482	1,330.00-
PETERSON, DEION Sum							
00002 PETERSON, MICHAEL	SPORTS SERVS 02012256	11000806		SPORTS SUPPORT SERVICES	02/17/12	221483	210.00-
PETERSON, MICHAEL Sum							
00002 POLEDORE, RON	SPORTS SERVS 02012256	11000807		SPORTS SUPPORT SERVICES	02/17/12	221493	245.00-
POLEDORE, RON Sum							
00002 POWELL, OCTAVIA	SPORTS SERVS 02012256	11000808		SPORTS SUPPORT SERVICES	02/17/12	221494	42.00-
POWELL, OCTAVIA Sum							
00002 POWELL, RANDY	OFFICIAL 1/2 02012257	11000791		OFFICIAL-ADULT BASKETBALL	02/17/12	221495	84.00-
00002 POWELL, RANDY	SPORTS SERVS 02012256	11000809		SPORTS SUPPORT SERVICES	02/17/12	221495	340.00-
POWELL, RANDY Sum							574.00-
00002 RAWLS, TANISHA	SPORTS SERVS 02012256	11000810		SPORTS SUPPORT SERVICES	02/17/12	221507	914.00-
RAWLS, TANISHA Sum							
00002 ROBINSON, MARVIN	OFFICIAL 1/2 02012257	11000792		OFFICIAL-ADULT BASKETBALL	02/17/12	221510	490.00-
ROBINSON, MARVIN Sum							
							561.00-

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00002 ROBINSON, RODERICK Sum	SPORTS SERV	02012256	11000811	SPORTS SUPPORT SERVICES	02/17/12	221511	203.00-
ROBINSON, RODERICK							
00002 ROGERS, JARVIS Sum	SPORTS SERV	02012256	11000812	SPORTS SUPPORT SERVICES	02/17/12	221512	203.00-
ROGERS, JARVIS							
00002 RSC EQUIPMENT RENTAL Sum	50673219-001	00120754	11000755	DOZER RENT TATUM PK SOCCER	02/17/12	221514	1,460.40-
RSC EQUIPMENT RENTAL							
00002 SANFORD, JOHN L JR INC 00002 SANFORD, JOHN L JR INC Sum	42112 42113	00121107 00120556	11000705 11000706	INFIELD MIX-JAYCEE PARK BALLFIELD DIRT-JAYCEE PARK	02/17/12 02/17/12	221519 221519	160.00- 640.00-
SANFORD, JOHN L JR INC							
00002 SHERWIN-WILLIAMS COMPANY Sum	8552-9	00120953	11000696	PAINT SUPP DAHMER/EASTSIDE	02/17/12	221527	800.00-
SHERWIN-WILLIAMS COMPANY							
00002 SIGNS FIRST Sum	H-35791	00120935	11000714	RPLCMNT SIGNS TATUM SOCCER	02/17/12	221534	65.76- 274.96-
SIGNS FIRST							
00002 SIMPSON, ARTIS Sum	SPORTS SERV	02012256	11000813	SPORTS SUPPORT SERVICES	02/17/12	221535	357.00-
SIMPSON, ARTIS							
00002 SMITH, ARETHA Sum	OFFICIAL 1/2	02012257	11000793	OFFICIAL-ADULT BASKETBALL	02/17/12	221536	34.00-
SMITH, ARETHA							
00002 SOUTH MS BUSINESS MACHIN Sum	AR60032	00121275	11000701	COPIER TONER-SENIOR CENTER	02/17/12	221539	34.00- 109.00-
SOUTH MS BUSINESS MACHIN							
00002 SOUTHERN PIPE & SUPPLY C Sum	5456512-00	00121280	11000768	HEATER REPR PTS UNETTA ST GYM	02/17/12	221545	145.00-
SOUTHERN PIPE & SUPPLY C							
00002 SOUTHERN TRACTOR (H'BURG Sum	453493	00121404	11000822	REPRS U#8446 GRNDS MAINT	02/17/12	221547	145.00- 404.03-
SOUTHERN TRACTOR (H'BURG							
00002 SOUTHERN WATERWORKS SUPP Sum	40867	00120915	11000695	PLUMB SUPP TATUM SOCCER	02/17/12	221548	404.03- 129.13-
SOUTHERN WATERWORKS SUPP							

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SOUTHERN WATERWORKS SUPP Sum							129.13-
00002 SPEEDY PRINTING & SIGNS Sum	16272	00121029	11000733	RECEIPT BOOKS-VARI LEAGUES	02/17/12	221551	532.80-
00002 TERRELL, WINSTON Sum				OFFICIAL 1/2 02012257 11000794 OFFICIAL-ADULT BASKETBALL	02/17/12	221561	595.00-
00002 THOMPSON, BRISON Sum				SPORTS SERVS 02012256 11000814 SPORTS SUPPORT SERVICES	02/17/12	221563	595.00-
00002 UNITED FENCE COMPANY Sum	00014491	00120893	11000775	FENCE REPR EASTSIDE PARK	02/17/12	221578	147.00-
00002 UNIVERSITY OF WEST FLORI Sum				INVOICE #101 00120157 11000734 MT CARMEL ENTRY FEE FLAG FTBL	02/17/12	221579	657.65-
00002 USA BOXING-SOUTHERN ASSN Sum				HUB CITY BOX 00120160 11000827 BOXING CLUB REG 2011-2012	02/17/12	221582	400.00-
00002 VARNADO, UNDRRA Sum				SPORTS SERVS 02012256 11000815 SPORTS SUPPORT SERVICES	02/17/12	221586	570.00-
00002 VESELY'S NURSERY Sum				PO#121150 1/ 00121150 11000692 PANSIES-TATUM PK LANDSCAPE	02/17/12	221587	455.00-
00002 VESELY'S NURSERY Sum				PO#121285 2/ 00121285 11000723 PLANTS,PINE STRAW-GRNDS MAINT	02/17/12	221587	180.00-
00002 VINCENT, CALVIN JR Sum				SPORTS SERVS 02012256 11000816 SPORTS SUPPORT SERVICES	02/17/12	221589	149.00-
00002 WILLMUT GAS & OIL COMPAN Sum				2/12 PKS/REC 00020129 11000777 MONTHLY GAS-PARKS & REC	02/17/12	221600	329.00-
WILLMUT GAS & OIL COMPAN Sum							610.00-
Sum							563.39-
Sum							119,231.71-

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HATT.MUNICIPAL FIRE PROTECTION 00005 BULLEX DIGITAL SAFETY	29376	00121112	11000022	FIRE EXTINGUISHER TRNG KIT	02/17/12	221279	9,895.00-
BULLEX DIGITAL SAFETY Sum							9,895.00-
00005 TRUSTMARK NATIONAL BANK/ ACCT #000284 02012245 11000023 FIRE TRK LEASE NOTE #33523					02/09/12	21570	14,340.60-
TRUSTMARK NATIONAL BANK/ Sum							14,340.60-
Sum							24,235.60-

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PAYROLL FUND							
00006 BROCK, JAMES (REFUNDS)	02/07/12	00201287	11000239	REFUND/HEALTH INSURANCE W/H	02/07/12	15428	388.00-
Sum							388.00-
BROCK, JAMES (REFUNDS)							
00006 LEGGETT, TAMMY (REFUNDS)	02/08/12	00201293	11000241	REFUND/STATE TAX DUE W/H	02/08/12	15432	294.92-
00006 LEGGETT, TAMMY (REFUNDS)	02/09/12	00201294	11000242	REFUND FOR STATE TAX DUE W/H	02/09/12	15433	393.00-
Sum							687.92-
LEGGETT, TAMMY (REFUNDS)							
00006 TRANSAMERICA LIFE	02/01/12	00201288	11000236	BURIAL INSURANCE PREMIUM	02/01/12	15422	749.48-
Sum							749.48-
TRANSAMERICA LIFE							
00006 UNITED HEALTHCARE INS CO	02/02/12	00201290	11000238	PREMIUM DUE 01/2012 COVERAGE	02/02/12	15424	3,425.10-
Sum							3,425.10-
UNITED HEALTHCARE INS CO							
Sum							5,250.50-

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WATER & SEWER OPERATION/MAINT. 00009 ADVANCE AUTO PARTS Sum	560420128880	00120827	11000649	REPR PTS U#1139 TRANS	02/17/12	221238	103.59-
ADVANCE AUTO PARTS Sum							
00009 AUTO ARMATURE SERVICE IN 1679 00009 AUTO ARMATURE SERVICE IN 1722 00009 AUTO ARMATURE SERVICE IN 2024 Sum		00121044 00121221 00121566	11000611 11000617 11000682	BATTERY U#6982 SEWER BATTERY U#6982 SEWER STARTER U#10811 SEWER	02/17/12 02/17/12 02/17/12	221257 221257 221257	103.59- 113.95- 90.95- 319.95-
AUTO ARMATURE SERVICE IN Sum							
00009 AUTOMOTIVE GLASS SPECIAL 1136278 Sum		00121005	11000643	RIGHT DRIVER WINDOW SWR UNIT	02/17/12	221259	524.85- 243.00-
AUTOMOTIVE GLASS SPECIAL Sum							
00009 BLOSSMAN GAS INC 325903 Sum		00121600	11000679	PROPANE-FORKLIFT-PLANT	02/17/12	221271	243.00- 46.00-
BLOSSMAN GAS INC Sum							
00009 BONNER ANALYTICAL TESTIN 48844 00009 BONNER ANALYTICAL TESTIN 48862 00009 BONNER ANALYTICAL TESTIN 48885 00009 BONNER ANALYTICAL TESTIN 48898 Sum		00121376 00121453 00121605 00121605	11000632 11000650 11000686 11000687	REPEAT 1/12 NORTH LAGOON BOIL WTR SAMPLES MCINNIS SPGS BOIL WTR SAMPLES-C CLUB ROAD REPEAT 1/12 NORTH LAGOON	02/17/12 02/17/12 02/17/12 02/17/12	221273 221273 221273 221273	46.00- 63.50- 100.00- 225.00- 240.85-
BONNER ANALYTICAL TESTIN Sum							
00009 BOUTWELL, MATTHEW Sum	PETTY CASH 1	00121690	11000693	PETTY CASH VARI DEPTS	02/17/12	221275	629.35- 288.41-
BOUTWELL, MATTHEW Sum							
00009 C D W GOVERNMENT Sum	D952453(B)	00121114	11000662	IPAD2-WTR PLANT	02/17/12	221287	288.41- 595.00-
C D W GOVERNMENT Sum							
00009 CENTRAL PIPE SUPPLY INC R61614 00009 CENTRAL PIPE SUPPLY INC R61932 00009 CENTRAL PIPE SUPPLY INC R62845 00009 CENTRAL PIPE SUPPLY INC R62089 00009 CENTRAL PIPE SUPPLY INC R63221 Sum		00120379 00120379 00120379 00120877 00120877	11000646 11000647 11000648 11000664 11000665	PLUMB SUPP-TRANS PLUMB SUPP-TRANS PLUMB SUPP-TRANS HAND TOOLS SEWER DEPT HAND TOOLS SEWER DEPT	02/17/12 02/17/12 02/17/12 02/17/12 02/17/12	221291 221291 221291 221291 221291	595.00- 247.00- 123.50- 111.30- 147.30- 71.70-
CENTRAL PIPE SUPPLY INC Sum							
00009 CITY OF HATTIESBURG FUND 02/08/12 Sum	02012247	11000656	TRF 1ST 02/12	PAYROLL	02/08/12	21569	700.80- 64,975.12-
CITY OF HATTIESBURG FUND Sum							
00009 CLARKE POWER SERVICES IN S109001010:0 00120779 11000618 Sum				BRAKE REPR U#10811 SEWER	02/17/12	221298	64,975.12- 1,149.71-

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CLARKE POWER SERVICES IN Sum							
00009 COBURN'S SUPPLY CO INC	604570965	00121099	11000612	PLUMB SUPP SOCCER FIELD	02/17/12	221300	1,149.71-
00009 COBURN'S SUPPLY CO INC	604575029	00121123	11000638	PLUMB SUPP-TRANS	02/17/12	221300	39.46-
00009 COBURN'S SUPPLY CO INC	604589413	00121288	11000639	PLUMB SUPP-TRANS	02/17/12	221300	1,038.91-
COBURN'S SUPPLY CO INC Sum							102.02-
00009 CONTROL SYSTEMS INC	44955	00121455	11000654	ELEC REPRS 63RD STA, E LAUREL	02/17/12	221307	1,180.39-
CONTROL SYSTEMS INC Sum							596.36-
00009 D P C ENTERPRISES LP	21200170-12	00121017	11000627	CHEMICALS-PLANT	02/17/12	221316	596.36-
00009 D P C ENTERPRISES LP	21200171-12	00121017	11000628	CHEMICALS-PLANT	02/17/12	221316	1,746.00-
00009 D P C ENTERPRISES LP	21200179-12	00120997	11000644	CHEMICALS-LAGOON	02/17/12	221316	1,309.50-
00009 D P C ENTERPRISES LP	21200235-12	00121260	11000683	CHEMICALS-LAGOON	02/17/12	221316	2,619.00-
D P C ENTERPRISES LP Sum							2,800.00-
00009 DUNAGIN PEST CONTROL(PRE	8316993	00121505	11000663	SENRICON 1/12-3/12 WTR OFFC	02/17/12	221326	8,474.50-
00009 DUNAGIN PEST CONTROL(PRE	8316994	00020122	11000666	SRV Q/E 1-3/12 WTR OFFICE	02/17/12	221326	73.75-
00009 DUNAGIN PEST CONTROL(PRE	8316991	00020122	11000667	SRV Q/E 1-3/12 LOWER PLT	02/17/12	221326	54.00-
00009 DUNAGIN PEST CONTROL(PRE	8316992	00020122	11000668	SRV Q/E 1-3/12 UPPER PLT	02/17/12	221326	54.00-
00009 DUNAGIN PEST CONTROL(PRE	8316995	00020122	11000669	SRV Q/E 1-3/12 JAMES PLT	02/17/12	221326	54.00-
00009 DUNAGIN PEST CONTROL(PRE	8316951	00020122	11000670	SRV Q/E 1-3/12 BURETT	02/17/12	221326	56.70-
00009 DUNAGIN PEST CONTROL(PRE	8316951	00020122	11000671	SRV Q/E 1-3/12 E LAUREL	02/17/12	221326	45.00-
00009 DUNAGIN PEST CONTROL(PRE	8316962	00020122	11000672	SRV Q/E 1-3/12 N LAGOON	02/17/12	221326	45.00-
00009 DUNAGIN PEST CONTROL(PRE	8316978	00020122	11000672	SRV Q/E 1-3/12 N LAGOON	02/17/12	221326	45.00-
00009 DUNAGIN PEST CONTROL(PRE	8316961	00020122	11000673	SRV Q/E 1-3/12 TRAIN DEPOT	02/17/12	221326	45.00-
DUNAGIN PEST CONTROL(PRE Sum							45.00-
00009 FERGUSON WATERWORKS #257	1060993	00121299	11000675	PLUMB SUPP TRANS STOCK	02/17/12	221339	472.45-
FERGUSON WATERWORKS #257 Sum							463.92-
00009 GILKEY ELECTRIC SUPPLY C	229887	00121289	11000680	WIRE-GENERATOR PLT #2	02/17/12	221361	463.92-
GILKEY ELECTRIC SUPPLY C Sum							3,450.00-
00009 GILLILANDS ELECTRONICS S	51454	00121504	11000659	REPR CAMERAS-WTR OFFICE	02/17/12	221363	3,450.00-
GILLILANDS ELECTRONICS S Sum							65.00-
00009 HACH COMPANY	7599277	00121177	11000678	CHEMICALS-LAGOON	02/17/12	221376	65.00-
HACH COMPANY Sum							1,150.71-
00009 HANCOCK BANK LEASING DEP	MDSP0606	IN 02012245	11000634	'06 W & S AGENT FEE 8/2-2/1/12	02/06/12	21568	1,150.71-
							2,410.00-

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HANCOCK BANK LEASING DEP Sum							
00009 I C M-IMPROVED CONSTR ME	MB406013TM	00120567	11000681	JACKETS/COATS/PANTS-SEWER	02/17/12	221393	2,410.00-
I C M-IMPROVED CONSTR ME Sum							899.56-
00009 IRBY, STUART C CO	5006492979.0	00120989	11000620	ELEC SUPP N LAGOON AERATOR #4	02/17/12	221398	778.34-
00009 IRBY, STUART C CO	5006506209.0	00121149	11000652	ELEC SUPP LIFT STATIONS	02/17/12	221398	386.75-
IRBY, STUART C CO Sum							1,165.09-
00009 LAMAR AUTO SALVAGE INC	55996	00121202	11000642	REPR PTS U#11139 SEWER	02/17/12	221420	45.00-
LAMAR AUTO SALVAGE INC Sum							45.00-
00009 LANCASTER'S MACHINE & WE	20630	00120063	11000616	DUMPSTER REPR PLT #1	02/17/12	221422	862.00-
00009 LANCASTER'S MACHINE & WE	20645	00121440	11000655	CUT OFF GEAR BOX SHAFTS	02/17/12	221422	80.00-
00009 LANCASTER'S MACHINE & WE	20646	00121487	11000685	CUT/THREAD PIPES-CANAL PUMP	02/17/12	221422	95.00-
LANCASTER'S MACHINE & WE Sum							1,037.00-
00009 LOWE'S OF HATTIESBURG IN	924702	00120768	11000619	HAND TOOLS-LAGOON	02/17/12	221428	264.97-
LOWE'S OF HATTIESBURG IN Sum							264.97-
00009 MIKE'S TIRE & WHEEL CO	2158344	00121235	11000613	TRAILER TIRES-TRANS	02/17/12	221440	231.18-
MIKE'S TIRE & WHEEL CO Sum							231.18-
00009 MS POWER COMPANY	2/12 W&SO&M	00020129	11000689	MONTHLY ELEC-W&SO&M	02/17/12	221452	40,093.15-
MS POWER COMPANY Sum							40,093.15-
00009 NAPA AUTO PARTS	460119	00121042	11000635	REPR PTS U#11211 TRANS	02/17/12	221461	5.98-
00009 NAPA AUTO PARTS	460099	00121205	11000636	REPR PTS U#10811 SEWER	02/17/12	221461	129.21-
00009 NAPA AUTO PARTS	460091	00121205	11000637	REPR PTS U#14702 LAGOON	02/17/12	221461	236.44-
00009 NAPA AUTO PARTS	460127	00121056	11000640	REPR PTS U#11519 TRANS	02/17/12	221461	294.57-
NAPA AUTO PARTS Sum							666.20-
00009 NEEL-SCHAFFER INC	01000259	00121652	11000688	SERVS 12/11 USA YEAST	02/17/12	221464	1,782.50-
NEEL-SCHAFFER INC Sum							1,782.50-
00009 NORDAN SMITH WELDING SUP	1071229 W&SO	00121466	11000645	CYL RENT 1/12 SEWER	02/17/12	221468	39.00-
							1,782.50-

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NORDAN SMITH WELDING SUP Sum							
00009 OFFICE DEPOT INC	1436687378	00121146	11000641	OFFICE SUPP-PLANT	02/17/12	221470	39.00-
OFFICE DEPOT INC Sum							43.49-
00009 PEARL RIVER VALLEY EPA	2/12 WESOC&M	00020129	11000692	MNTHLY 2/12 PUBLIC SERVICES	02/17/12	221478	5,337.01-
PEARL RIVER VALLEY EPA Sum							5,337.01-
00009 PRO TRAVEL INC	DL/GMVGIO BO	00121706	11000694	BOUTWELL 2/29 EPA ATLANTA	02/17/12	221499	5,337.01-
PRO TRAVEL INC Sum							683.60-
00009 PUMP AND CONTROL SERVICE	385	00121103	11000621	MAINT/REPRS S LAGOON 1/23-26	02/17/12	221503	683.60-
00009 PUMP AND CONTROL SERVICE	386	00121250	11000653	MNT/REPR S LGN 1/30-31,2/1-2	02/17/12	221503	3,200.00-
00009 PUMP AND CONTROL SERVICE	387	00121456	11000695	MAINT/REPRS S LAGOON 2/6-9	02/17/12	221503	3,200.00-
PUMP AND CONTROL SERVICE Sum							3,200.00-
00009 PURVIS AUTO COLLISION	2295	00121370	11000631	ALIGNMENT U#14142 SEWER	02/17/12	221504	9,600.00-
PURVIS AUTO COLLISION Sum							42.00-
00009 SCHWANDT, MARILYN T	PETTY CASH 1	00121590	11000674	PETTY CASH CUST ACCTS	02/17/12	221521	42.00-
SCHWANDT, MARILYN T Sum							8.93-
00009 SCOGGINS PUMP REPAIR	8475	00121292	11000630	MOTOR REPR AVE B LIFTSTATION	02/17/12	221523	8.93-
SCOGGINS PUMP REPAIR Sum							1,900.00-
00009 SOUTHERN PINE ELECTRIC P	2/12 2/03/12	00020129	11000691	MNTHLY ELEC-WESOC&M	02/17/12	221544	1,900.00-
SOUTHERN PINE ELECTRIC P Sum							862.89-
00009 SOUTHERN WATERWORKS SUPP	41023	00121516	11000676	CLAMP-EMER REPR-TRANS	02/17/12	221548	862.89-
SOUTHERN WATERWORKS SUPP Sum							82.86-
00009 SPEEDY PRINTING & SIGNS	16327	00121380	11000657	RECEIPT PAPER-WATER OFFICE	02/17/12	221551	82.86-
SPEEDY PRINTING & SIGNS Sum							599.16-
00009 STANDARD OFFICE SUPPLY C	0021286-001	00121382	11000658	CREDIT CARD TAPE-WTR OFFICE	02/17/12	221553	599.16-
STANDARD OFFICE SUPPLY C Sum							92.97-

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STANDARD OFFICE SUPPLY C Sum							
00009 STRIBLING EQUIPMENT CO L Sum	RS006011114	00121301	11000677	A/C REPR U#6982 TRANS	02/17/12	221557	92.97-
00009 TRUCK SERVICE & EQUIPMEN Sum	305331	00120225	11000629	REPRS U#10811 SEWER	02/17/12	221569	2,233.78-
TRUCK SERVICE & EQUIPMEN Sum							375.68-
00009 U S POSTMASTER-POSTAGE (U S POSTMASTER-POSTAGE (	PERMIT #213	00121308	11000622	POSTAGE 2/12 WATER OFFICE	02/17/12	221575	3,500.00-
Sum							3,500.00-
00009 UNDERWOOD'S SMALL ENGINE Sum	9247443	00121324	11000623	PUMP REPR-TRANS	02/17/12	221577	65.49-
00009 UNDERWOOD'S SMALL ENGINE	9247445	00121324	11000624	PUMP REPR-SEWER	02/17/12	221577	613.65-
00009 UNDERWOOD'S SMALL ENGINE	9247009	00121324	11000625	TAP MACHINE REPR-SEWER	02/17/12	221577	51.45-
00009 UNDERWOOD'S SMALL ENGINE	9247010	00121324	11000626	TAP MACHINE REPR-SEWER	02/17/12	221577	21.50-
Sum							752.09-
00009 USA BLUEBOOK Sum	559923	00120369	11000614	CHEMICALS-WESTLEY WTR PLANT	02/17/12	221581	27.89-
00009 USA BLUEBOOK	563919	00120369	11000615	IRON TESTS-WESTLEY WTR PLANT	02/17/12	221581	49.86-
Sum							77.75-
00009 WARREN INC Sum	WI-014708	00120954	11000651	REPR PTS U#13156 SEWER	02/17/12	221593	293.44-
00009 WARREN INC							293.44-
00009 WATTS BROTHERS TRACTOR C Sum	138248	00121482	11000684	MINI REELS-LIFTSTATION	02/17/12	221598	291.78-
00009 WATTS BROTHERS TRACTOR C							291.78-
00009 WILLMUT GAS & OIL COMPAN Sum	W&SO&M 2/12	00020129	11000690	MONTHLY GAS-W&SO&M	02/17/12	221600	1,010.74-
00009 WILLMUT GAS & OIL COMPAN							1,010.74-
Sum							161,530.98-

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WATER & SEWER FUND 00011 AUSTIN, ROBERT L Sum							
	METER DEP RF 02012249	11000461	METER DEPOSIT REFUND		02/17/12	221256	61.11-
00011 BASSI, BENJAMIN J BASSI, BENJAMIN J Sum							
	METER DEP RF 02012249	11000471	METER DEPOSIT REFUND		02/17/12	221264	61.11- 6.30-
00011 BEARD, HOWARD BEARD, HOWARD Sum							
	METER DEP RF 02012249	11000467	METER DEPOSIT REFUND		02/17/12	221265	40.65- 40.65-
00011 BELCHER, DEBRA A BELCHER, DEBRA A Sum							
	METER DEP RF 02012249	11000475	METER DEPOSIT REFUND		02/17/12	221266	40.65- 40.65-
00011 BENNETT, CHAD BENNETT, CHAD Sum							
	METER DEP RF 02012249	11000453	METER DEPOSIT REFUND		02/17/12	221267	40.65- 40.65-
00011 BIMBO BAKERIES USA BIMBO BAKERIES USA Sum							
	METER DEP RF 02012249	11000485	METER DEPOSIT REFUND		02/17/12	221269	22.01- 22.01-
00011 BLANKNEY, BOBBY B JR BLANKNEY, BOBBY B JR Sum							
	METER DEP RF 02012240	11000441	METER DEPOSIT REFUND		02/17/12	221270	22.01- 6.30-
00011 BURGE, JAMES M III BURGE, JAMES M III Sum							
	METER DEP RF 02012249	11000472	METER DEPOSIT REFUND		02/17/12	221281	6.30- 6.30-
00011 BURGESS, GETTYE BURGESS, GETTYE Sum							
	METER DEP RF 02012240	11000444	METER DEPOSIT REFUND		02/17/12	221282	40.30- 40.30-
00011 CHARLESTON LEASING LLC CHARLESTON LEASING LLC Sum							
	METER DEP RF 02012240	11000442	METER DEPOSIT REFUND		02/17/12	221294	40.30- 40.65-
00011 CITY OF HATTIESBURG FUND CITY OF HATTIESBURG FUND Sum							
	02/01/12 02012227	11000431	JAN WATER DIST FEB 2012		02/01/12	35530	233,091.46- 233,091.46-
00011 CORLEY, EDWENA D CORLEY, EDWENA D Sum							
	METER DEP RF 02012240	11000436	METER DEPOSIT REFUND		02/17/12	221309	233,091.46- 60.06-

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CORLEY, EDWENA D Sum							60.06-
00011 CURTIS, DAVID N	METER DEP RF 02012249	11000468		METER DEPOSIT REFUND	02/17/12	221315	31.85-
CURTIS, DAVID N Sum							31.85-
00011 DEVELOPERS DIVERSIFIED R	WATER RFD AC 02012238	11000447		WATER OVERPAYMENT RFD	02/17/12	221320	51.43-
DEVELOPERS DIVERSIFIED R Sum							51.43-
00011 DIXON, BRUCE	METER DEP RF 02012240	11000433		METER DEPOSIT REFUND	02/17/12	221321	40.00-
DIXON, BRUCE Sum							40.00-
00011 DUDLEY, KIMBERLY H	METER DEP RF 02012249	11000460		METER DEPOSIT REFUND	02/17/12	221322	40.65-
DUDLEY, KIMBERLY H Sum							40.65-
00011 DUNN, PATRICK R	METER DEP RF 02012249	11000484		METER DEPOSIT REFUND	02/17/12	221328	5.65-
DUNN, PATRICK R Sum							5.65-
00011 FAS-AHM UTILITIES, LLC	METER DEP RF 02012249	11000463		METER DEPOSIT REFUND	02/17/12	221336	40.65-
FAS-AHM UTILITIES, LLC Sum							40.65-
00011 FORD, JOEL	METER DEP RF 02012240	11000446		METER DEPOSIT REFUND	02/17/12	221341	5.65-
FORD, JOEL Sum							5.65-
00011 FOUNTAIN, MONICA	METER DEP RF 02012240	11000437		METER DEPOSIT REFUND	02/17/12	221345	13.91-
FOUNTAIN, MONICA Sum							13.91-
00011 FRAZIER, HARLEY R	METER DEP RF 02012249	11000480		METER DEPOSIT REFUND	02/17/12	221346	31.85-
FRAZIER, HARLEY R Sum							31.85-
00011 GILMER, KRISTIN	METER DEP RF 02012249	11000487		METER DEPOSIT REFUND	02/17/12	221364	5.65-
GILMER, KRISTIN Sum							5.65-
00011 GREER, WILLIE S	METER DEP RF 02012249	11000449		METER DEPOSIT REFUND	02/17/12	221369	5.65-
GREER, WILLIE S Sum							5.65-

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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							5.65-
00011 HALLMAN PROPERTY MGT				METER DEP RF 02012249 11000490 METER DEPOSIT REFUND	02/17/12	221377	75.00-
HALLMAN PROPERTY MGT							75.00-
00011 HARNIST, DORIS				METER DEP RF 02012240 11000445 METER DEPOSIT REFUND	02/17/12	221380	5.65-
HARNIST, DORIS							5.65-
00011 HARVEY, APRYLE R				METER DEP RF 02012249 11000473 METER DEPOSIT REFUND	02/17/12	221381	6.30-
HARVEY, APRYLE R							6.30-
00011 HECK, ANNIE S				METER DEP RF 02012240 11000443 METER DEPOSIT REFUND	02/17/12	221385	12.72-
HECK, ANNIE S							12.72-
00011 HEMETER, DAVID				METER DEP RF 02012249 11000489 METER DEPOSIT REFUND	02/17/12	221386	22.01-
HEMETER, DAVID							22.01-
00011 HENNER, BRANDEN M				WATER RFD AC 02012255 11000491 WATER OVERPAYMENT RFD	02/17/12	221387	6.82-
HENNER, BRANDEN M							6.82-
00011 HODGE, WENDELL				METER DEP RF 02012249 11000451 METER DEPOSIT REFUND	02/17/12	221390	37.10-
HODGE, WENDELL							37.10-
00011 LAMBERT, ERIN L				METER DEP RF 02012249 11000486 METER DEPOSIT REFUND	02/17/12	221421	5.65-
LAMBERT, ERIN L							5.65-
000011 LOTT, FRANK L				METER DEP RF 02012249 11000479 METER DEPOSIT REFUND	02/17/12	221427	21.39-
LOTT, FRANK L							21.39-
00011 MARTIN, ERIC				METER DEP RF 02012249 11000456 METER DEPOSIT REFUND	02/17/12	221430	40.65-
MARTIN, ERIC							40.65-
00011 MCGRAW, SHELLEY M				METER DEP RF 02012249 11000477 METER DEPOSIT REFUND	02/17/12	221433	26.62-
MCGRAW, SHELLEY M							26.62-
Sum							26.62-

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00011 MCNAIR, LUKE Sum	METER DEP RF	02012249	11000478	METER DEPOSIT REFUND	02/17/12	221435	37.08-
00011 MCQUEEN, JOSEPH D Sum	METER DEP RF	02012249	11000466	METER DEPOSIT REFUND	02/17/12	221436	37.08-
00011 MISSISSIPPI POWER Sum	METER DEP RF	02012240	11000438	METER DEPOSIT REFUND	02/17/12	221443	6.30-
00011 MYERS, KEITH E Sum	METER DEP RF	02012249	11000482	METER DEPOSIT REFUND	02/17/12	221457	57.01-
00011 NETWORK SERVICES (NSI) Sum	10201490000	02012252	11000492	WATER COLLECTIONS FEES	02/17/12	221465	6.30-
00011 NGUYEN, BENNY (VANITY BE Sum	METER DEP RF	02012249	11000462	METER DEPOSIT REFUND	02/17/12	221467	416.72-
00011 ONEAL, AUBREY E Sum	METER DEP RF	02012240	11000435	METER DEPOSIT REFUND	02/17/12	221471	39.02-
00011 OTT, DAVID M Sum	METER DEP RF	02012249	11000470	METER DEPOSIT REFUND	02/17/12	221472	75.00-
00011 PARKER, JOSEPH B Sum	METER DEP RF	02012249	11000452	METER DEPOSIT REFUND	02/17/12	221475	40.65-
00011 PETERSON, ROBIN J Sum	METER DEP RF	02012249	11000474	METER DEPOSIT REFUND	02/17/12	221484	40.65-
00011 PETTY, LEONORA Sum	METER DEP RF	02012249	11000483	METER DEPOSIT REFUND	02/17/12	221485	6.30-
00011 PRINE, JAMES	METER DEP RF	02012249	11000464	METER DEPOSIT REFUND	02/17/12	221498	40.65-

CITY OF HAVILLESBURG
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PRINE, JAMES Sum							
00011 RAGGIO, TABITHA F	METER DEP RF 02012249	11000476	METER DEPOSIT REFUND	02/17/12	221506	48.87-	6.30-
RAGGIO, TABITHA F Sum							
00011 SALVAIL, JANET	METER DEP RF 02012249	11000458	METER DEPOSIT REFUND	02/17/12	221516	48.87-	40.65-
SALVAIL, JANET Sum							
00011 SANCHEZ, MAGDALENO S	METER DEP RF 02012240	11000432	METER DEPOSIT REFUND	02/17/12	221517	40.00-	40.65-
SANCHEZ, MAGDALENO S Sum							
00011 SHOEBRIDGE, GRAEME P	METER DEP RF 02012249	11000457	METER DEPOSIT REFUND	02/17/12	221528	40.65-	40.65-
SHOEBRIDGE, GRAEME P Sum							
00011 SHOEMAKER PROPERTIES	METER DEP RF 02012249	11000459	METER DEPOSIT REFUND	02/17/12	221529	40.65-	40.65-
SHOEMAKER PROPERTIES Sum							
00011 SHOEMAKER PROPERTIES LLC	METER DEP RF 02012249	11000454	METER DEPOSIT REFUND	02/17/12	221530	40.65-	40.65-
SHOEMAKER PROPERTIES LLC Sum							
00011 SHOEMAKER PROPERTIES 215	METER DEP RF 02012249	11000455	METER DEPOSIT REFUND	02/17/12	221531	40.65-	40.65-
SHOEMAKER PROPERTIES 215 Sum							
00011 SOUTHEASTERN CONSTRUCTIO	METER DEP RF 02012240	11000434	METER DEPOSIT REFUND	02/17/12	221541	75.00-	40.65-
00011 SOUTHEASTERN CONSTRUCTIO	METER DEP RF 02012240	11000440	METER DEPOSIT REFUND	02/17/12	221542		
SOUTHEASTERN CONSTRUCTIO Sum							
00011 STAMPS, LAKEN	METER DEP RF 02012249	11000481	METER DEPOSIT REFUND	02/17/12	221552	31.85-	115.65-
STAMPS, LAKEN Sum							
00011 STANLEY, JODIE H	METER DEP RF 02012249	11000448	METER DEPOSIT REFUND	02/17/12	221554	40.65-	31.85-
STANLEY, JODIE H Sum							
00011 STARK, DIANE	METER DEP RF 02012249	11000450	METER DEPOSIT REFUND	02/17/12	221555	5.65-	40.65-
STARK, DIANE							

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Sum							5.65-
00011 THE HOME SELLING TEAM, L							
Sum							40.65-
00011 TRAVIS, KIO							
Sum							24.71-
00011 TRAVIS, KIO	METER DEP RF 02012240	11000439		METER DEPOSIT REFUND	02/17/12	221568	24.71-
Sum							24.71-
00011 TURTLE CREEK WINE & SPIR							
Sum							22.01-
00011 TURTLE CREEK WINE & SPIR	METER DEP RF 02012249	11000488		METER DEPOSIT REFUND	02/17/12	221573	22.01-
Sum							22.01-
00011 YANG, YI							
Sum							40.65-
00011 YANG, YI	METER DEP RF 02012249	11000465		METER DEPOSIT REFUND	02/17/12	221603	40.65-
Sum							40.65-
Sum							235,375.21-

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CITY B & I							
00013 BANCORP SOUTH BANK (W &	02/16/12 INT	02012248	11000009	INT DUE2/16/12-'11 W&S GO NOTE	02/08/12	15431	15,612.51-
BANCORP SOUTH BANK (W &							
Sum							15,612.51-
00013 MS STATE/DEVELOPMENT AUT	02/01/22	02012235	11000008	KOHLER CAP LOANS DUE 03/01/12	02/01/12	15412	29,498.29-
MS STATE/DEVELOPMENT AUT							
Sum							29,498.29-
Sum							45,110.80-

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POLICE FORFEITURES FUND							
00019 ARROWHEAD FORENSICS	53733		00120875	11000040 CRIME SCENE SUPPLIES	02/17/12	221251	191.84-
ARROWHEAD FORENSICS							191.84-
Sum							
00019 EVIDENT INC	65710A		00120793	11000037 FINGERPRINT SUPP-PATROL DIV	02/17/12	221334	1,157.75-
00019 EVIDENT INC	65689A		00120758	11000041 CRIME SCENE SUPPLIES	02/17/12	221334	528.00-
EVIDENT INC							
Sum							1,685.75-
00019 PERRY, THERESA J		TRAV ADVANCE	00121302	11000038 TRAV ADV-DISPATCH RECERTIF	02/17/12	221481	263.00-
PERRY, THERESA J							
Sum							263.00-
00019 PROFESSIONAL DISPATCH MA							
PROFESSIONAL DISPATCH MA							
Sum					02/17/12	221500	200.00-
							200.00-
Sum							2,340.59-

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TAX COLLECTOR'S FUND							
00027 H'BURG PUBLIC SCHOOLS	02/01/12	02012228	11000038	JAN MILLAGE DIST FEB	02/01/12	35523	2,297,648.76-
00027 H'BURG PUBLIC SCHOOLS	02/01/12	02012228	11000039	JAN MILLAGE DIST FEB	02/01/12	35524	249,404.24-
H'BURG PUBLIC SCHOOLS							2,547,053.00-
Sum							124,338.42-
00027 LIBRARY, THE	02/01/12	02012228	11000037	JAN MILLAGE DIST FEB	02/01/12	35522	124,338.42-
LIBRARY, THE							124,338.42-
Sum							2,671,391.42-

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AIRPORT IMPROVEMENT FUND							
00039 ARE CONSULTANTS INC	1105315G	00121649	11000017	SERVS 12/11-1/12 AIRPT DRNGE	02/17/12	221249	2,846.27-
ARE CONSULTANTS INC							
Sum							2,846.27-

Sum 2,846.27-

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MUNICIPAL ROAD & BRIDGE							
00072 JACKSON, BOWMAN & ARRINGTON	48603	00121379	11000138	SERVS 4TH ST PHASE II	02/17/12	221401	4,087.94-
00072 JACKSON, BOWMAN & ARRINGTON	48663	00121657	11000156	SERVS 1/12 4TH ST EXPAN PH II	02/17/12	221401	6,475.00-
JACKSON, BOWMAN & ARRINGTON							
Sum							10,562.94-
00072 NEEL-SCHAEFFER INC	01000252	00121650	11000141	SERVS 12/11 STORMWATER YR 9	02/17/12	221464	4,366.50-
00072 NEEL-SCHAEFFER INC	01000247	00121655	11000155	SERVS 12/11 TATUM/BONHOMIE	02/17/12	221464	2,719.00-
00072 NEEL-SCHAEFFER INC	0781011 FINA	00121658	11000157	SERVS 12/11 SAFE ROUTES/SCHL	02/17/12	221464	601.69-
00072 NEEL-SCHAEFFER INC	7810-12-13 F	00121659	11000158	SERVS 12/11 SAFE ROUTES/SCHL	02/17/12	221464	369.63-
00072 NEEL-SCHAEFFER INC	0781011	00121660	11000159	SERVS 9/11-12/11 SAFE ROUTES	02/17/12	221464	3,573.87-
NEEL-SCHAEFFER INC							
Sum							11,630.69-
00072 PITTMAN, HOWDESHELL, HINTO	HPP-0120-00 (	00121329	11000137	LONGLEAF TRACE 10/10-12/11	02/17/12	221490	17,676.11-
PITTMAN, HOWDESHELL, HINTO							
Sum							17,676.11-
00072 PITTMAN, HOWDESHELL, HINTO	2011-0409	00121228	11000128	R WARDLOW TEMP EASE/4TH EXP	02/01/12	71205	2,500.00-
00072 PITTMAN, HOWDESHELL, HINTO	2011-0364	00121229	11000129	L REED TEMP EASE/4TH ST EXP	02/01/12	71206	1,500.00-
00072 PITTMAN, HOWDESHELL, HINTO	2011-0384	00121230	11000130	B MCPHAIL TEMP EASE/4TH ST EXP	02/01/12	71207	1,600.00-
00072 PITTMAN, HOWDESHELL, HINTO	2012-0454	00121231	11000131	Y D GRAY TEMP EASE/4TH ST EXP	02/01/12	71208	1,200.00-
PITTMAN, HOWDESHELL, HINTO							
Sum							6,800.00-
00072 PITTS, W C CONSTRUCTION	1625	00121185	11000139	CLAY GRAVEL	02/17/12	221491	4,870.00-
PITTS, W C CONSTRUCTION							
Sum							4,870.00-
00072 PRECISION CONSTRUCTION L	APPL #2 SIDE	00121632	11000144	SERVS TO 1/25/12 SIDEWALKS	02/17/12	221496	95,665.00-
PRECISION CONSTRUCTION L							
Sum							95,665.00-
00072 SHOWS DEARMAN & WAITS IN	16746	00120711	11000134	SERVS 11/27-1/6 N MAIN DRNGE	02/17/12	221533	575.00-
00072 SHOWS DEARMAN & WAITS IN	16745	00120718	11000135	SERVS 11/27-12/31 W PINE SCNTL	02/17/12	221533	625.00-
00072 SHOWS DEARMAN & WAITS IN	16747	00120720	11000136	SERVS 11/27-12/31 RAIL CROSS	02/17/12	221533	1,298.25-
00072 SHOWS DEARMAN & WAITS IN	16795	00121623	11000142	SERVS 12/11-1/12 CURRY BLDG	02/17/12	221533	467.50-
00072 SHOWS DEARMAN & WAITS IN	16793	00121648	11000143	SERVS 12/11-1/12 4TH ST PROJ	02/17/12	221533	4,162.50-
00072 SHOWS DEARMAN & WAITS IN	16794	00121626	11000145	SERVS 12/11-1/12 SIDEWALKS	02/17/12	221533	12,919.35-
SHOWS DEARMAN & WAITS IN							
Sum							20,047.60-
00072 WARREN PAVING INC	809348	00120610	11000140	REPRS W&E ENTRANCE WESTLEY MED	02/17/12	221594	43,114.75-
00072 WARREN PAVING INC	9979MB	00121594	11000146	ASPHALT-PATCHING	02/17/12	221594	741.74-
00072 WARREN PAVING INC	10001MB	00121594	11000147	ASPHALT-PATCHING	02/17/12	221594	754.77-
00072 WARREN PAVING INC	10027MB	00121594	11000148	ASPHALT-PATCHING	02/17/12	221594	965.33-
00072 WARREN PAVING INC	10046MB	00121594	11000149	ASPHALT-PATCHING	02/17/12	221594	591.35-
00072 WARREN PAVING INC	10063MB	00121594	11000150	ASPHALT-PATCHING	02/17/12	221594	2,127.57-
00072 WARREN PAVING INC	10076MB	00121594	11000151	ASPHALT-PATCHING	02/17/12	221594	2,438.57-
00072 WARREN PAVING INC	10095MB	00121594	11000152	ASPHALT-PATCHING	02/17/12	221594	280.35-

CALL VE PAULLESDURG
DOCKET OF CLAIMS
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00072 WARREN PAVING INC	10109MB	00121594	11000153	ASPHALT-PATCHING	02/17/12	221594	171.95-
00072 WARREN PAVING INC	10122MB	00121594	11000154	ASPHALT-PATCHING	02/17/12	221594	137.34-

WARREN PAVING INC
Sum 51,323.72-

Sum 218,576.06-

CITY OF HATTIESBURG
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MASS TRANSIT FUND							
00073 CINTAS CORPORATION #J66	J66331456	00121667	11000216	UNIFORMS 1/04 DRIVERS	02/17/12	221295	50.00-
00073 CINTAS CORPORATION #J66	J66332195	00121667	11000217	UNIFORMS 1/11 DRIVERS	02/17/12	221295	50.00-
00073 CINTAS CORPORATION #J66	J66332937	00121667	11000218	UNIFORMS 1/18 DRIVERS	02/17/12	221295	50.00-
00073 CINTAS CORPORATION #J66	J66333668	00121667	11000219	UNIFORMS 1/25 DRIVERS	02/17/12	221295	50.00-
CINTAS CORPORATION #J66							
Sum							200.00-
00073 CITY OF HATTIESBURG FUND 02/08/12		02012247	11000210	TRF 1ST 02/12 PAYROLL	02/08/12	15430	16,727.89-
CITY OF HATTIESBURG FUND							
Sum							16,727.89-
00073 CLARKE POWER SERVICES IN S109001042:0		00119519	11000211	CREDIT	02/17/12	221298	1,073.86
CLARKE POWER SERVICES IN							
Sum							1,073.86
00073 DUNAGIN PEST CONTROL(PRE 8316977		00020122	11000213	SRV Q/E 1-3/12 MASS TRANS	02/17/12	221326	54.00-
DUNAGIN PEST CONTROL(PRE							
Sum							54.00-
00073 EMPIRE TRUCK SALES (H'BU RE006013991: 00120892		11000206	BRAKE REPR U#16234		02/17/12	221333	1,294.30-
00073 EMPIRE TRUCK SALES (H'BU RE006014097: 00121319		11000231	REPRS U#14952		02/17/12	221333	298.35-
EMPIRE TRUCK SALES (H'BU							
Sum							1,592.65-
00073 G & K SERVICES 1035230565		00121665	11000220	MATS 1/03	02/17/12	221356	5.37-
00073 G & K SERVICES 1035232740		00121665	11000221	MATS 1/10	02/17/12	221356	5.37-
00073 G & K SERVICES 1035234905		00121665	11000222	MATS 1/17	02/17/12	221356	5.37-
00073 G & K SERVICES 1035237075		00121665	11000223	MATS 1/24	02/17/12	221356	5.37-
00073 G & K SERVICES 1035239242		00121665	11000224	MATS 1/13	02/17/12	221356	5.37-
00073 G & K SERVICES 1035230542		00121666	11000225	UNIFORMS 1/03 MECHANICS	02/17/12	221356	8.00-
00073 G & K SERVICES 1035232717		00121666	11000226	UNIFORMS 1/10 MECHANICS	02/17/12	221356	8.00-
00073 G & K SERVICES 1035234882		00121666	11000227	UNIFORMS 1/17 MECHANICS	02/17/12	221356	8.00-
00073 G & K SERVICES 1035237052		00121666	11000228	UNIFORMS 1/24 MECHANICS	02/17/12	221356	8.00-
00073 G & K SERVICES 1035239219		00121666	11000229	UNIFORMS 1/31 MECHANICS	02/17/12	221356	8.00-
G & K SERVICES							
Sum							66.85-
00073 GILLIG LLC 4788849		00121227	11000230	REPR PTS U#16234,U#16235	02/17/12	221362	401.25-
GILLIG LLC							
Sum							401.25-
00073 JERRY'S AUTOMOTIVE REPAIR 13880		00121332	11000208	REPRS U#16761	02/17/12	221402	915.40-
JERRY'S AUTOMOTIVE REPAIR							
Sum							915.40-
00073 MS POWER COMPANY 2/12 MASS TR 00020129		11000215	MONTHLY ELEC-MASS TRANSIT		02/17/12	221452	1,102.58-
MS POWER COMPANY							
Sum							1,102.58-

LIST OF PAID CLAIMS
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Sum							1,102.58-
00073 NAPA AUTO PARTS	456387	00119748	11000212	WIPER BLADES U#14952,U#14953	02/17/12	221461	39.76-
Sum							39.76-
00073 NORDAN SMITH WELDING SUP	1071229	MASS 00121466	11000209	CYL RENT 1/12	02/17/12	221468	21.00-
Sum							21.00-
00073 O'REILLY AUTO PARTS	VARIOUS	00121033	11000203	BATTERIES DISC BRAKES ETC	02/02/12	15426	400.75-
Sum							400.75-
00073 OFFICE DEPOT INC	595561007001	00121089	11000214	OFFICE SUPP	02/17/12	221470	80.76-
Sum							80.76-
00073 PRO TRAVEL INC	US/ALEBK9 TA	00121317	11000204	TATE-PROCUREMENT TRAINING	02/17/12	221499	653.70-
Sum							653.70-
00073 TATE, FRANKLYN	TRAV ADVANCE	00121318	11000205	TRAV ADV-PROCUREMENT TRAINING	02/17/12	221559	1,251.73-
Sum							1,251.73-
Sum							22,434.46-

53	02/15/12	
Check		
Amount		
100.00-		
100.00-		
538.24-		
538.24-		
13,654.09-		
13,654.09-		
400.11-		
505.64-		
400.00-		
1,305.75-		
120.00-		
120.00-		
34.00-		
54.00-		
54.00-		
402.00-		
100.00-		
100.00-		
100.00-		
100.00-		
157.00-		
124.25-		
124.25-		
9,950.00-		
9,950.00-		

CALL OF THE HALLS
DOCKET OF CLAIMS
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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00077 SCHWANDT, MARILYN T	PETTY CASH 1	00121590	11000198	PETTY CASH COMM CNTRS	02/17/12	221520	8.00-
Sum							8.00-
00077 SHADY GROVE BAPTIST CHUR	SHERRILL 479	02012253	11000205	DAMAGE DEPOSIT REFUND	02/17/12	221525	100.00-
Sum							100.00-
00077 SMITH, JIM SERVICES	814369	00121327	11000187	BOILER REPR SHERRILL CNTR	02/17/12	221537	1,398.63-
00077 SMITH, JIM SERVICES	815140	00121662	11000207	BOILER REPR SHERRILL CNTR	02/17/12	221537	156.84-
Sum							1,555.47-
00077 STANDARD OFFICE SUPPLY C	0021617-001	00121604	11000209	FILE FOLDERS COMM CNTRS	02/17/12	221553	32.45-
Sum							32.45-
00077 THYSSENKRUPP ELEVATOR CO	162341	00121408	11000190	MAINT 2/12-4/12 CULTURAL CNTR	02/17/12	221565	826.09-
Sum							826.09-
00077 WILMUT GAS & OIL COMPAN	2/12 COMM CN	00020129	11000202	MONTHLY GAS-COMM CNTRS	02/17/12	221600	1,087.27-
Sum							1,087.27-
Sum							30,040.61-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
'09 WATER METER PROJ FUND							
00078 CENTRAL PIPE SUPPLY INC	R62150	00120951	11000011	METER SUPPLIES	02/17/12	221291	15,121.90-
00078 CENTRAL PIPE SUPPLY INC	R62365	00120951	11000012	METER SUPPLIES	02/17/12	221291	8,896.00-
00078 CENTRAL PIPE SUPPLY INC	R62694	00120951	11000013	METER SUPPLIES	02/17/12	221291	3,258.70-
00078 CENTRAL PIPE SUPPLY INC	R63439	00120951	11000014	METER SUPPLIES	02/17/12	221291	4,560.00-
CENTRAL PIPE SUPPLY INC							
Sum							31,836.60-
UWS INC							
00078 UWS INC	1071	00120338	11000004	METER RELOCATION HARDY ST	02/17/12	221584	7,500.00-
00078 UWS INC	1074	00120575	11000005	WATER METER REPLACEMENTS	02/17/12	221584	27,450.00-
00078 UWS INC	1080	00120575	11000006	WATER METER REPLACEMENTS	02/17/12	221584	15,050.00-
UWS INC							
Sum							50,000.00-
Sum							81,836.60-

ALL OF HATTIESBURG
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COMMUNITY DEVELOP. BLOCK GRANT							
00082 BONNER ANALYTICAL TESTIN	48704	00121524	11000130	ASBESTOS TESTING-4 PROPERTIES	02/08/12	35537	285.00-
BONNER ANALYTICAL TESTIN	Sum						285.00-
00082 BURKETT RADIATOR SHOP	60651	00121043	11000121	HEATER REPR U#11532 FED/STATE	02/17/12	221283	125.00-
BURKETT RADIATOR SHOP	Sum						125.00-
00082 CITY OF HATTIESBURG FUND	02/08/12	02012247	11000125	TRF 1ST 02/12 PAYROLL	02/08/12	35532	5,793.79-
CITY OF HATTIESBURG FUND	Sum						5,793.79-
00082 GLENN RICHARDSON & STOVA	2, 4 & 6	00120607	11000127	DEMO PAYMENTS-3 PROPERTIES	02/08/12	35534	12,200.00-
GLENN RICHARDSON & STOVA	Sum						12,200.00-
00082 GREER LAW FIRM	10/11/2011	00121586	11000131	PURCHASE 16 COLLINS FR HABITAT	02/10/12	35538	37,016.00-
GREER LAW FIRM	Sum						37,016.00-
00082 J & J CONSTRUCTION	121 - DRAW #	00121521	11000129	CONSTRUCTION-714 WOODLAND CT	02/08/12	35536	450.00-
J & J CONSTRUCTION	Sum						450.00-
00082 OFFICE DEPOT INC	594568186001	00120701	11000122	OFFICE SUPP CDBG/HOME PROGRAMS	02/17/12	221470	40.38-
00082 OFFICE DEPOT INC	59456665001	00120701	11000123	CREDIT INV#593574713001	02/17/12	221470	26.24
OFFICE DEPOT INC	Sum						14.14-
00082 RESIDENTIAL DESIGNS INC	875	00121523	11000126	HOUSE PLANS-543 MILLER ST	02/08/12	35533	550.00-
RESIDENTIAL DESIGNS INC	Sum						550.00-
00082 SMITH'S REMODELING	1/30/12-DRAW	00121522	11000128	SHEETROCK, FLOORING, A/C	02/08/12	35535	16,000.00-
SMITH'S REMODELING	Sum						16,000.00-
Sum							72,433.93-

CITY OF HATTIESBURG
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MDB CAPITAL PROJECT FUND							
00096 NEEL-SCHAFFER INC	01000246	CHA	00121510	11000018 SERVS 12/11 CHAIN PK PH III	02/17/12	221464	9,720.96-
NEEL-SCHAFFER INC							
Sum							9,720.96-
00096 WALTERS CONSTRUCTION CO	APPL#4	CHAIN	00121694	11000019 SERVS CHAIN PARK PHASE III	02/17/12	221591	34,530.89-
WALTERS CONSTRUCTION CO							
Sum							34,530.89-
Sum							44,251.85-

STATE OF MISSISSIPPI
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2010 W&S GO BONDS							
00099 C B DEVELOPERS INC	EST#10 SEWER	00121653	11000036	SERVS 1/5-2/8/12 N LAGOON	02/17/12	221286	149,580.42-
C B DEVELOPERS INC							
Sum							149,580.42-
00099 GREENBRIAR DIGGING SERVI	EST#10 WESLE	00121631	11000035	SERVS 1/12 WESLEY WTR FLT	02/17/12	221368	68,423.75-
GREENBRIAR DIGGING SERVI							
Sum							68,423.75-
00099 PIERCON INC	APPL #4 NORT	00121625	11000037	SERVS 1/12 N LAGOON EXPAN	02/17/12	221487	112,195.00-
PIERCON INC							
Sum							112,195.00-
00099 SHOWS DEARMAN & WAITS IN	16769	00121630	11000038	SERVS 12/11-1/12 592 EAST	02/17/12	221533	12,050.00-
00099 SHOWS DEARMAN & WAITS IN	16768	00121634	11000039	SERVS 12/11-1/12 N LAGOON	02/17/12	221533	4,962.50-
SHOWS DEARMAN & WAITS IN							
Sum							17,012.50-
Sum							347,211.67-

CLIFF OF HAYTIESBURG
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Grand Total Level

Sum 6,433,610.06-