

City of Hattiesburg, MS

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



Meeting Agenda - Final

Tuesday, February 5, 2019

5:00 PM

Council Chambers

City Council

I. Call to Order**II. Call to Prayer and Pledge of Allegiance****III. Agenda Order****AGENDA ADJUSTMENTS****Add Policy Items V.-16 and V.-17 at the request of the Administration as follows:**

- V.-16** [2019-108](#) Adopt a Resolution setting Public Hearing on Monday, March 4, 2019, at 4 p.m. in the City Council Chambers with respect to the proposed Avid Hotel TIF Plan.

Attachments: [Resolution TIF Plan Avid Hotel](#)
 [Avid Hotel Project Summary](#)
 [Executed Resolution 2019-20 public hearing for Avid Hotel TIF Plan](#)

- V.-17** [2019-110](#) Authorize Mayor to execute, in triplicate, contracts with the U.S. Department of Housing and Urban Development, funding of the 2018 City of Hattiesburg Action Plan in the amount of \$560,001.00 in Community Development Block Grant (CDBG) Program funds and \$317,860.00 in HOME Investment Partnership Act (HOME) Program funds. {Entitlements}

Attachments: [2018 HUD Funding Approvals & Grant Agreements](#)
 [Executed 2018 HUD Funding Approvals & Grant Agreements](#)

IV. PRESENTATION AGENDA**V. POLICY AGENDA**

- V.-1** [2019-106](#) Approval of minutes - for the January 22, 2019 meeting of the City Council.

Attachments: [min 1-22-19](#)

- V.-2** [2019-088](#) Adopt the February 5, 2019 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2019 and adopt Resolution authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.

Attachments: [February 2019 Amended Budget](#)
 [Executed Resolution 2019-18 budget amendments for fy 2019](#)
 [Proof of publication Resolution 2019-18](#)

- V.-3 [2019-087](#) Adopt a Resolution authorizing Requisition No. 35 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

Attachments: [2016 Bond Resolution No. 35](#)
[Executed Resolution 2018-19 authorizing Requisition No 35](#)

- V.-4 [2019-082](#) Approve letter agreement for professional services with Neel-Schaffer, Inc. for engineering services related to the 38th Avenue Streetscape Project; Authorize Mayor to execute in duplicate.

Attachments: [38th Ave Letter Agreement](#)
[Executed Agreement with Neel Schaffer, Inc., - 38th Avenue Streetscape Project](#)

- V.-5 [2019-080](#) Approve and Authorize the Police Chief to execute State Plan of Operation between State of Mississippi and the Hattiesburg Police Department regarding efficient transfer of property and accountability of same.

Attachments: [Plan of Operation Between MS and HPD](#)

- V.-6 [2019-095](#) Authorize Mayor to execute lease agreement between City of Hattiesburg and Robert Rogge for lease of property located at 101 Main Street.

Attachments: [2019-095 Lease Agreement](#)
[Executed Lease Agreement - 101 Main Street](#)

- V.-7 [2019-083](#) Authorize Mayor to execute agreement with Butler Snow LLP to serve as Dissemination Agent for annual continuing disclosure requirements for fiscal year 2018 per Securities and Exchange Commission (SEC) rules.

Attachments: [2018-Continuing Disclosure Agreement](#)
[Executed Agreement with Butler Snow - continuing disclosure requirements](#)

- V.-8 [2019-094](#) Authorize Mayor to execute preventive maintenance agreement between the City of Hattiesburg and Central Alabama Training Solutions for semi-annual preventive maintenance for compressor service, air testing, and containment fill station on equipment used by the Hattiesburg Fire Department.

Attachments: [CATS Agreement](#)
[Executed Agreement with Central Alabama Training Solutions - semi annual pre](#)

- V.-9** [2019-076](#) Authorize Mayor to execute in duplicate an amendment for the Mosquito Control Support Grant (award # NU50CK000414-03-04) with the Mississippi State Department of Health, extending the performance period end date until 7/31/2019 and amending the project budget from \$49,688.00 to \$45,936.00.

Attachments: [Revised Mosquito Control Support Grant](#)
[MSDH Grant Agreement NU50CK000414-03-04](#)
[Executed MSDH Mosquito Grant NU50CK000414-03-04](#)

- V.-10** [2019-105](#) Authorize Mayor to execute agreement between the City of Hattiesburg and TV Eyes Inc, for media monitoring services for the City of Hattiesburg for a cost not to exceed \$3,600.00.

Attachments: [TV Eyes Agreement](#)

- V.-11** [2019-096](#) Acknowledge receipt of claim by Stuart C. Irby Co. against the Payment Bond executed by Granite RE, Inc. naming Buckhaults Electric Services as bond principal for the Tatum Park Soccer Fields 15 & 17 Lighting Project; Authorize payment to Granite RE, Inc. in the amount of \$94,917.87 in satisfaction of the claim by Stuart C. Irby Co., and payment to Buckhaults Electrical Service in the amount of \$38,082.13, the balance due on pay application No. 1, both payments to be made by manual check.

Attachments: [FW Tatum Park - Soccer Fields-email](#)
[Buckhaults Electric-Stuart Irby Claim Against Payment](#)
[Granite RE, Inc. Ltr-Notice of Claim](#)
[Performance Bond](#)
[Buckhaults Pay App No. 1](#)
[Buckhaults Contract - signed](#)
[Full and Final Release and Assignment](#)

- V.-12** [2019-092](#) Acknowledge receipt of and accept Appraisal Review Report for a portion of Parcel PPIN 26426 located in Forrest County for a sidewalk project. Approve Establishment of Just Compensation and declare Appraised Value of \$10,400 to be Fair Market Value pursuant to MS Code 43-37-3 and other applicable statutes.

Attachments: [4th street just compensation](#)
[4th street appraisal](#)

- V.-13** [2019-091](#) Authorize city attorney to file Eminent Domain on behalf of the City of Hattiesburg to acquire property located on W. 4th St., Parcel #2-028F-06-084.00, PPIN 26426, for public purpose.

Attachments: [Memo - Eminent Domain authority](#)

- V.-14** [2019-079](#) Authorize submission of grant application to the Asbury Foundation of Hattiesburg for the Hattiesburg Police Department K-9 Program Expansion, in the amount of \$192,000; Authorize Mayor to execute in duplicate.

Attachments: [Proposal Summary](#)
 [Budget & Narrative](#)
 [Application Cover Sheet 2018](#)
 [Executed grant application HPD K-9 Program Expansion](#)

- V.-15** [2019-107](#) Approve payment and authorized manual check in the amount of \$2500.00 to Sho, LLC (Shelby Van Every) for taxes associated with property parcel 2-0291-10-060.00, 603 East Pine Street, and authorize city attorney to secure quitclaim deeds for the same to clear title.

VI. ROUTINE AGENDA

- VI.-1** [2019-085](#) Acknowledge receipt of the annual actuarial valuation report covering the participation of the City of Hattiesburg in the Mississippi Municipal Retirement System for the period ending June 30, 2018.

Attachments: [6-30-2018- Valuation](#)

- VI.-2** [2019-078](#) Acknowledge receipt of the two quote bid purchase docket report for the period of December 21, 2018 through January 24, 2019 as provided for in Section 31-7-13 (b) of the Mississippi Code of 1972.

Attachments: [Memo for Council](#)
 [2766 FINAL](#)
 [2770 FINAL](#)
 [2771 FINAL](#)
 [2775 FINAL](#)
 [2776 FINAL](#)
 [2777 FINAL](#)
 [2778 FINAL](#)
 [UAB Docket](#)

- VI.-3** [2019-073](#) Acknowledge bids received January 3, 2019 for the Knuckle Boom Loader and Trash Body with Chassis and accept the bid from Empire Truck Sales, LLC in the amount of \$172,300.00.

Attachments: [Loader with Chassis Bids_1032019](#)
 [Empire Proposal](#)
 [Bid Acceptance Recommendation](#)

- VI.-4** [2019-074](#) Acknowledge bid received January 3, 2019 for the Knuckle Boom Loader and Trash Body with Side Loader and accept the bid from Truckworx in the amount of \$148,950.00.

Attachments: [Loader with Side Loader Bids 1032019](#)
 [Truckworx Proposal](#)
 [Bid Acceptance Recommendation](#)

- VI.-5** [2019-084](#) Approve and Authorize publication of Notice to Consultants soliciting Statements of Qualifications from consulting firms to provide professional design, engineering and construction management services for the construction of a new fire station for the City.

Attachments: [NOTICE TO CONSULTANTS 1-28-19](#)
 [Engineering Proposal Evaluation Sheet MDOT](#)

- VI.-6** [2019-077](#) Approve Specifications and Authorize Publication of Advertisement for Various Term Bid Items for Various Departments.

Attachments: [Notice to Bidders - Item 16 - HPD Uniforms](#)
 [Specs - Item 16 - HPD Uniforms](#)
 [Notice to Bidders - Item 25 - Concrete and Brick Structures](#)
 [Specs - Item 25 - Concrete and Brick Structures](#)
 [Notice to Bidders - Item 34 - Mat Rental](#)
 [Specs - Item 34 - Mat Rental](#)

- VI.-7** [2019-093](#) Approve plans and specifications for the 38th Avenue Pathway - Hardy St. to Longleaf Trace project and Authorize publication of advertisement for bids.

Attachments: [38th Ave Pathway Advertisement for Bids](#)
 [38th Ave Pathway Final Plans](#)
 [38th Ave Pathway Final Specs](#)

- VI.-8** [2019-090](#) Approve the City's purchase of Ten (10) grave spaces, per attached request, receipt, and deed. The entire Lot 85, on section 36, at Highland Cemetery, and (2) spaces located in the Southwest Quarter (SW 1/4) of Lot 76, Section 36, at Highland Cemetery Minute Book 2013, Page# 105, in the amount of \$1,750.00 from Winston and Martha Phillips, authorize manual check for the same.

Attachments: [Buy Back \(Winston and Martha Phillips\) \(01-28-19\)](#)

- VI.-9** [2019-081](#) Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.

Attachments: [Memo's \(02-05-19\)](#)
 [Receipts \(02-05-19\)](#)
 [Deeds \(02-05-19\)](#)
 [Executed grave space deeds \(3\)](#)

- VI.-10** [2019-101](#) Approve claims docket for the period ending January 31, 2019.

Attachments: [DOCKET 19.01-31](#)

VII. Meeting Recess



City of Hattiesburg, MS

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

Master

File Number: 2019-108

File ID: 2019-108

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Ann Jones

File Created: 02/05/2019

Brief Title: Adopt a Resolution setting Public Hearing on
Tuesday, March 4, 2019, at 4pm for Avid Hotel TIF

Final Action: 02/05/2019

Minute Book Number: MB 2019-30

Title:

Adopt a Resolution setting Public Hearing on Monday, March 4, 2019, at 4 p.m. in the City Council Chambers with respect to the proposed Avid Hotel TIF Plan.

Notes:

Agenda Date: 02/05/2019

Indexes:

Agenda Number: V.-16

Sponsors:

Enactment Date:

Attachments: Resolution TIF Plan Avid Hotel, Avid Hotel Project
Summary, Executed Resolution 2019-20 public
hearing for Avid Hotel TIF Plan

Enactment Number:

Contact:

Meeting Date: 02/05/2019

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	02/05/2019					
1	City Council	02/05/2019	Adopt				Pass
Action Text: A MOTION was made by Council Member Brown and seconded by Council Vice President Dryden to Adopt a Resolution (#2019-20) setting Public Hearing on Monday, March 4, 2019, at 4 p.m. in the City Council Chambers with respect to the proposed Avid Hotel TIF Plan.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							

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

Text of Legislative File 2019-108

Title

Adopt a Resolution setting Public Hearing on Monday, March 4, 2019, at 4 p.m. in the City Council Chambers with respect to the proposed Avid Hotel TIF Plan.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, DETERMINING THE NECESSITY FOR AND INVOKING THE AUTHORITY GRANTED TO MUNICIPALITIES AND COUNTIES BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED, DETERMINING THAT THE “THE AVID HOTEL PROJECT TAX INCREMENT FINANCING PLAN, HATTIESBURG, MISSISSIPPI 2019, IS A PROJECT ELIGIBLE FOR TAX INCREMENT FINANCING UNDER THE LAWS OF THE STATE, THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE TAX INCREMENT FINANCING PLAN AND FOR RELATED PURPOSES.

WHEREAS, the City Council (the “**Governing Body**”) of the City of Hattiesburg, Mississippi (the “**City**”), acting for and on behalf of the City hereby finds, determines and adjudicates as follows:

1. The Mississippi “Tax Increment Financing Act,” Title 21, Chapter 45, Mississippi Code of 1972, as amended (the “**Act**”), authorizes municipalities and counties in the State of Mississippi to undertake and carry out redevelopment projects as defined therein with the use of Tax Increment Financing as set forth in detail in the Act and also to carry out such projects jointly with other local governmental units, including foreign governmental units from other states, pursuant to the Regional Economic Development Act, Title 57, Chapter 64, Mississippi Code, as amended (the “**REDA Act**”) as applicable.

2. The Governing Body has previously conducted a hearing on and approved and adopted the Tax Increment Financing Redevelopment Plan, Hattiesburg, Mississippi 1998 (the “**Redevelopment Plan**”) for the City. The Redevelopment Plan constitutes a qualified plan under the Act.

3. P & W Investments, LLC (the “**Developer**”), is proposing to redevelop an existing site including demolishing existing vacant warehousing buildings to build a new 79 room hotel project on 1.3± acres to be known as the “The Avid Hotel Project” (the “**Project**”), in the City of Hattiesburg and in the proposed Tax Increment Financing District (“the **TIF District**”) as such term is defined herein, and to allow proceeds from bonds issued pursuant to the Tax Increment Financing Plan (the “**TIF Plan**”) (further defined in paragraph 5 below) to be used to acquire real property and construct or install various public infrastructure and other improvements to serve the Project as described in detail in the TIF Plan and related cost such as, engineering, TIF Plan preparation fees, other incidental costs and related professional fees. These costs will not exceed the sum of Six Hundred Thousand Dollars (\$600,000.) The Developer is requesting the assistance of the City in providing the funding for the public infrastructure by the utilization of Tax Increment Financing.

4. The Redevelopment Plan previously adopted by the Governing Body includes all land and real property that comprises the TIF District defined herein. The Project appears to be a project of economic significance within the City and County and to qualify as a project eligible for Tax Increment Financing under the Redevelopment Plan and the participation on the part of the City is necessary and would be in the public interest and would benefit the economic and financial well-being and the public health, safety and welfare of the City.

5. It is anticipated that there will be substantial increases in ad valorem tax revenues and retail sales tax revenues within the TIF District within the next several months and years as a result of the construction of the Project and that bonds may be sold and issued at a time or times in the reasonably near future as a result of such development. The Governing Body has been presented with a Tax Increment Financing Plan entitled “The Avid Hotel Project Tax Increment Financing Plan, Hattiesburg, Mississippi 2019”, which has attached as Exhibits, the map and legal description of the land included in the proposed TIF District. It appears to the Governing Body that the TIF District should be established by the Governing Body, as described in the TIF Plan.

The City proposes to issue Tax Increment Financing Revenue Bonds, notes or other similar debt instruments (the “**Bonds**”) in an amount not to exceed Six Hundred Thousand Dollars (\$600,000.) The Tax Increment Financing Revenue Bonds, notes, or similar debt instruments will

be secured by a pledge by the City of up to one hundred percent (100%) of the increased ad valorem taxes on real and personal property.

The City proposes to issue Tax Increment Financing Revenue Bonds, notes or other similar debt instruments pursuant to the authority outlined hereinabove, in an amount not to exceed SIX HUNDRED THOUSAND DOLLARS (\$600,000), which will be secured by the City with a pledge of up to one hundred percent (100%) of the increase in real and personal property ad valorem taxes originating within the boundaries of the Tax Increment Financing District as later described herein (the “**TIF District**”), as a result of this Project. The TIF funds will be used to pay a portion of the cost of constructing and installing various infrastructure improvements and site improvements of the Project including, but not limited to, installation of utilities such as water, sanitary sewer and natural gas lines; relocation of utilities; installation and relocation of electrical services; installation of storm drainage; construction of roadways with curb and gutter, public and private parking, sidewalks, fire protection; installation of traffic signalization and signage; grading; lighting and landscaping of rights-of-way; purchase of rights-of-way and other property necessary for the installation of the infrastructure and other improvements described hereinabove; capitalized interest; and other related expenses such as engineering the infrastructure improvements; all expenses in connection with the authorization, sale and issuance of bonds, or indebtedness; TIF plan preparation fees and other incidental related costs; and related professional fees. If deemed necessary and appropriate, the City may require additional security from the Developer. Construction of the aforementioned improvements will be undertaken to provide for the public convenience, health and welfare and serve the best interest of the City. A more detailed scope of work, along with budgets, will be identified in development agreements and/or a security and reimbursement agreement with the Developer as necessary and appropriate. The City may exercise its authority as authorized by Section 21-45-3 of the Act.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City, as follows:

SECTION ONE: That the Governing Body of the City does hereby declare its intention to approve and adopt the TIF Plan and establish the TIF District as described in the TIF Plan, and to issue Tax Increment Financing Revenue Bonds, notes, or other similar debt instruments in an amount not to exceed Six Hundred Thousand Dollars (\$600,000) for the purpose of providing funds necessary to pay for the construction of various public infrastructure improvements in connection with the Project, including but not limited to, the acquisition of real property and construction or installation of various public infrastructure and other improvements including private and public parking, sidewalks and other public infrastructure to serve the Project as described in detail in the TIF Plan such as engineering, TIF Plan preparation fees, other incidental costs and related professional fees. If deemed necessary and appropriate, the City may require additional security from the Developer of the Project.

SECTION TWO: When and if issued, the Bonds shall be secured by a pledge by the City of up to one hundred percent (100%) of the increased ad valorem taxes on real and personal property, for a term of up to fifteen (15) years.

The Bonds shall not be secured by the full faith, credit and the taxing power of the City nor create any other pecuniary liability on the part of the City other than the pledge of the incremental increase in ad valorem taxes heretofore set forth. If deemed necessary and appropriate, the City may require additional security from the Developer of the Project.

SECTION THREE: A public hearing shall be held with respect to the TIF Plan in the regular meeting place of the Governing Body in the Hattiesburg City Council Chambers in the Hattiesburg City Hall Building located at, 200 Forrest Street, Hattiesburg, Mississippi, at 4:00 P.M. Monday the 4th Day of March 2019.

SECTION FOUR: The Council Clerk is hereby directed to publish a notice of the public hearing in *The Hub City Spokes* a newspaper in which the City is authorized to publish legal notices, one (1) time not less than ten (10) days nor more than twenty (20) days prior to the date set forth in Section Three hereof, pursuant to and in compliance with the requirements of Section 21-45-11 of the Act.

The foregoing Resolution; having first been reduced to writing, was read by the Council Clerk and motion was made by Councilman _____, seconded by Councilman _____ to approve and upon a call for a vote, the following was recorded:

YEAS:

NAYS:

The motion having received the affirmative vote of a majority of the members present, the Council President declared the motion carried and the resolution adopted this, the 5th day of February, 2019.

{SEAL}

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of February, 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Tax Increment Financing Plan

The Avid Hotel Project Hattiesburg, Mississippi 2019

PROJECT SUMMARY

I. Project Description and Location

The proposed boutique hotel is a new modern design element named “Avid” introduced by Intercontinental Hotel Group (IHG). Avid is an upper mid-scale hotel project that will be located on 40th Avenue and Lundy Street near the main intersections of Hardy Street and Interstate 59 in the City of Hattiesburg. The proposed hotel project is within walking distance of the University of Southern. The proposed hotel will include 79 guest rooms in a 4-story building that will have great visibility to Hardy Street and Interstate 59. **The project is a redevelopment project that will replace old existing metal warehousing that will be demolished to make room for the new hotel.**

II. Private Investment

The project represents an estimated private investment in excess of \$7,860,000, which includes the cost of demolition, architectural, engineering, landscaping, infrastructure, construction, furniture, fixtures, equipment, and other soft cost.

III. Jobs

Construction Jobs: It is expected that the development will create 55 to 75 construction jobs and additional ancillary trade work during construction. The payroll associated with the temporary construction jobs is estimated to be in excess of one million dollars.

Permanent Full-time and Part-Time Jobs: Upon completion of the development of the project, it is expected that the Avid Hotel will create approximately **25-35 full-time and part-time jobs** representing an estimated **payroll in excess of \$350,000 annually.**

IV. New Incremental Sales Forecast

Conservative sales projections for the new hotel expect sales to reach an estimated \$2,362,000 after completion.

Retail Sales Taxes (\$165,340)

The following table illustrates the new potential sales tax revenue for the City of Hattiesburg based on the assumption that 85% of the hotel sales will be net new sales for the city:

<u>New Sales Assumption</u>	<u>Total Sales</u>	<u>State Sales Tax</u>	<u>Tax Rebates To Hattiesburg</u>
Hotel sales	\$2,362,000	\$165,340	\$30,588
Assumption of net new sales (85%)	\$2,007,700	\$140,539	\$26,000

Hattiesburg Economic Development Tax (\$47,240 annually)

Hattiesburg
Economic
Development
Tax

*Senate Bill 3151, 1996
Regular Session*

A 2% tax is imposed on the gross sales of bars, hotels, motels and restaurants. This tax is in addition to all other taxes imposed. Effective December 1, 1996. No repeal date.

V. **Property Taxes**

The project will occupy a 1.3 +/- acre parcel, including existing warehouse structures to be demolished. Currently, combined real and personal property ad valorem taxes to the city, county and school district total \$13,361.

As a result of this proposed project, the real and personal ad valorem property taxes could reach approximately One Hundred Ninety Four Thousand Four Dollars (\$194,004)

The following is a tabular presentation of the anticipated increase in ad valorem taxes that could be generated for the City of Hattiesburg, Lamar County, and the local school district by the development.

Estimates for real and personal property tax projections below after the proposed project are based on an estimated assessed value of Seven Hundred Sixty Five Thousand Dollars (\$765,000) for land, buildings, and FF&E as provided by the developer, the city, and the county's tax assessor's office.

Real & Personal Property Taxes Estimated

<u>Entity</u>	<u>Millage Rates</u>	<u>Current</u>	<u>After Project</u>
City Real & Personal Property	(48.10)	\$4,293	\$56,710
County Real & Personal Property	(52.35)	\$4,074	\$61,721
School District Real & Personal Property	(64.10)	\$4,994	\$75,574
Totals	(164.55)	\$13,361	\$194,004

VI. Partial Listing of the Avid Hotel Project Benefits

- To accommodate the City of Hattiesburg's vision for new development and growth in the city and its' desire to provide premium luxury lodging accommodations that is convenient and safe for travelers.
- The proposed TIF is a continuation and expansion of a phased Tax Increment Financing Plan at Chauvet Square previously authorized and adopted by the City and will be located immediately adjacent to the current Tax Increment Financing District, which has been a highly successful commercial development that was induced by TIF.
- The Avid Hotel project site will act as a flagship catalyst for a newly branded franchise (the first of this type in Mississippi) and will help the City of Hattiesburg meet its goal to complete a foot path contiguous with the University of Southern Mississippi by providing for the construction of sidewalks and other public infrastructure to enhance the connectivity of the USM campus to the new hotel and other businesses such as restaurants, entertainment and retail in the immediate area.
- The proposed hotel site is a redevelopment project in a unique location on a site currently occupied with existing substandard metal warehousing that must be demolished making the development cost higher than other hotel projects.
- The project will act as a catalyst for additional complimentary development opportunities in the immediate vicinity such as additional restaurants, and other retail developments attributed to increased traffic, new employment and overnight visitation.
- The project is expected to result in a private investment of over \$7.86 million dollars in Hattiesburg and Lamar County and will create 25-35 permanent full and part-time jobs upon completion with an estimated annual payroll in excess of \$350,000 dollars.
- The annual sales generated by the hotel development are estimated to reach \$2.3 Million dollars.
- The hotel project will substantially increase property taxes to an estimated One Hundred Eighty Thousand, Six Hundred Forty Three Dollars (\$180,643) for the city, county, and the local school district.
- The proposed project could result in a sales tax rebates from the State of Mississippi to the City of Hattiesburg in excess of Thirty Thousand Five Hundred Dollars (\$30,500) annually.

- The Hattiesburg Economic Development Tax (hotel, restaurant bar tax of 2%) is estimated to be Forty Seven Thousand Two Hundred Forty Dollars, (\$47,240) used for the promotion of tourism and economic growth for the City of Hattiesburg and Lamar County.
- The project construction will significantly benefit the local economy with the purchase of building materials, hotel rooms, fuel sales, restaurants and directly benefit other local business.

VII. Project Feasibility/Assistance Requested

An extensive feasibility analysis for the project reveals that public assistance is required otherwise; the development will not go forward. The following cost factors render the development unfeasible without public participation in Tax Increment Financing to support the project.

- The high cost of the land and demolition of existing structures
- The extensive earthwork needed for the access road, and parking facilities
- The development requirements imposed by the IHG Franchise agreement result in abnormally high development costs.

The following is a list of necessary infrastructure requirements and costs that will be financed with the requested TIF funds:

Access road and related expenses	\$105,000
Parking lot, sidewalks and related improvements	\$200,000
Demolition, site work, earthwork, fill for parking and road work	\$550,000
Lighting, landscaping and drainage	\$215,000
Utility connections, water, gas, electric and sewage	\$115,000
Professional TIF related fees (engineering, design, legal, administration)	<u>\$310,000</u>
Total Site TIF Related Expenses	\$1,495,000

VIII. Tax Increment Financing (TIF)

The following **Table I** illustrates a proposed Tax Increment Financing scenario with 100% of the incremental increase of city real and personal ad valorem tax increases being pledged by the city towards the payment of the TIF Bond debt.

Table I

	<u>TIF Bond Issue</u>	<u>Estimated Annual Payment</u>	<u>Tax Increase Available</u>
<u>Terms:</u> 15yrs. @ 5.5% 100% city participation no sales tax rebates	\$523,692	\$52,173	\$52,173

NOTES: These estimates assume no debt reserve, and reflect only the net projected increase in taxes based on estimates of the development that were provided by the developer, city and county tax assessors office. Current millage rates used (city-48.10 county-52.35) with an assumed allocation of up to 100% pledge commitment of increased amounts of city real and personal ad valorem property taxes, and no pledge from the county on any incremental tax increase of county real and personal ad valorem property taxes calculated using the millage rates designated towards the proposed TIF bond debt service payments. An estimated 5.5% interest rate on a 15-year payout is also assumed in the example illustrated above.

Exhibit I

Avid Hotel Elevation Rendering, and Google Map View



7

URBANDVELOPMENT 

tax increment financing plans • economic development strategies • urban planning • code enforcement

7600 Joe Fountain Road • Ocean Springs, Mississippi 39564 • (601) 301-8500 • E-Mail: laurence@toolboxmail.com

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 5th day of **February, 2019**, the following resolution:

RESOLUTION 2019-20

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, DETERMINING THE NECESSITY FOR AND INVOKING THE AUTHORITY GRANTED TO MUNICIPALITIES AND COUNTIES BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED, DETERMINING THAT THE “THE AVID HOTEL PROJECT TAX INCREMENT FINANCING PLAN, HATTIESBURG, MISSISSIPPI 2019, IS A PROJECT ELIGIBLE FOR TAX INCREMENT FINANCING UNDER THE LAWS OF THE STATE, THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE TAX INCREMENT FINANCING PLAN AND FOR RELATED PURPOSES.

WHEREAS, the City Council (the “**Governing Body**”) of the City of Hattiesburg, Mississippi (the “**City**”), acting for and on behalf of the City hereby finds, determines and adjudicates as follows:

1. The Mississippi “Tax Increment Financing Act,” Title 21, Chapter 45, Mississippi Code of 1972, as amended (the “**Act**”), authorizes municipalities and counties in the State of Mississippi to undertake and carry out redevelopment projects as defined therein with the use of Tax Increment Financing as set forth in detail in the Act and also to carry out such projects jointly with other local governmental units, including foreign governmental units from other states, pursuant to the Regional Economic Development Act, Title 57, Chapter 64, Mississippi Code, as amended (the “**REDA Act**”) as applicable.

2. The Governing Body has previously conducted a hearing on and approved and adopted the Tax Increment Financing Redevelopment Plan, Hattiesburg, Mississippi 1998 (the “**Redevelopment Plan**”) for the City. The Redevelopment Plan constitutes a qualified plan under the Act.

3. P & W Investments, LLC (the “**Developer**”), is proposing to redevelop an existing site including demolishing existing vacant warehousing buildings to build a new 79 room hotel project on 1.3± acres to be known as the “The Avid Hotel Project” (the “**Project**”), in the City of Hattiesburg and in the proposed Tax Increment Financing District (“the **TIF District**”) as such term is defined herein, and to allow proceeds from bonds issued pursuant to the Tax Increment Financing Plan (the “**TIF Plan**”) (further defined in paragraph 5 below) to be used to acquire real property and construct or install various public infrastructure and other improvements to serve the Project as described in detail in the TIF Plan and related cost such as, engineering, TIF Plan preparation fees, other incidental costs and related professional fees. These costs will not exceed the sum of Six Hundred Thousand Dollars (\$600,000.) The Developer is requesting the assistance of the City in providing the funding for the public infrastructure by the utilization of Tax Increment Financing.

4. The Redevelopment Plan previously adopted by the Governing Body includes all land and real property that comprises the TIF District defined herein. The Project appears to be a project of economic significance within the City and County and to qualify as a project eligible for Tax Increment Financing under the Redevelopment Plan and the participation on the part of the City is necessary and would be in the public interest and would benefit the economic and financial well-being and the public health, safety and welfare of the City.

5. It is anticipated that there will be substantial increases in ad valorem tax revenues and retail sales tax revenues within the TIF District within the next several months and years as a result of the construction of the Project and that bonds may be sold and issued at a time or times in the reasonably near future as a result of such development. The Governing Body has been presented with a Tax Increment Financing Plan entitled “The Avid Hotel Project Tax Increment Financing Plan, Hattiesburg, Mississippi 2019”, which has attached as Exhibits, the map and legal description of the land included in the proposed TIF District. It appears to the

Governing Body that the TIF District should be established by the Governing Body, as described in the TIF Plan.

The City proposes to issue Tax Increment Financing Revenue Bonds, notes or other similar debt instruments (the "**Bonds**") in an amount not to exceed Six Hundred Thousand Dollars (\$600,000.) The Tax Increment Financing Revenue Bonds, notes, or similar debt instruments will be secured by a pledge by the City of up to one hundred percent (100%) of the increased ad valorem taxes on real and personal property.

The City proposes to issue Tax Increment Financing Revenue Bonds, notes or other similar debt instruments pursuant to the authority outlined hereinabove, in an amount not to exceed SIX HUNDRED THOUSAND DOLLARS (\$600,000), which will be secured by the City with a pledge of up to one hundred percent (100%) of the increase in real and personal property ad valorem taxes originating within the boundaries of the Tax Increment Financing District as later described herein (the "**TIF District**"), as a result of this Project. The TIF funds will be used to pay a portion of the cost of constructing and installing various infrastructure improvements and site improvements of the Project including, but not limited to, installation of utilities such as water, sanitary sewer and natural gas lines; relocation of utilities; installation and relocation of electrical services; installation of storm drainage; construction of roadways with curb and gutter, public and private parking, sidewalks, fire protection; installation of traffic signalization and signage; grading; lighting and landscaping of rights-of-way; purchase of rights-of-way and other property necessary for the installation of the infrastructure and other improvements described hereinabove; capitalized interest; and other related expenses such as engineering the infrastructure improvements; all expenses in connection with the authorization, sale and issuance of bonds, or indebtedness; TIF plan preparation fees and other incidental related costs; and related professional fees. If deemed necessary and appropriate, the City may require additional security from the Developer. Construction of the aforementioned improvements will be undertaken to provide for the public convenience, health and welfare and serve the best interest of the City. A more detailed scope of work, along with budgets, will be identified in development agreements and/or a security and reimbursement agreement with the Developer as necessary and appropriate. The City may exercise its authority as authorized by Section 21-45-3 of the Act.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City, as follows:

SECTION ONE: That the Governing Body of the City does hereby declare its intention to approve and adopt the TIF Plan and establish the TIF District as described in the TIF Plan, and to issue Tax Increment Financing Revenue Bonds, notes, or other similar debt instruments in an amount not to exceed Six Hundred Thousand Dollars (\$600,000) for the purpose of providing funds necessary to pay for the construction of various public infrastructure improvements in connection with the Project, including but not limited to, the acquisition of real property and construction or installation of various public infrastructure and other improvements including private and public parking, sidewalks and other public infrastructure to serve the Project as described in detail in the TIF Plan such as engineering, TIF Plan preparation fees, other incidental costs and related professional fees. If deemed necessary and appropriate, the City may require additional security from the Developer of the Project.

SECTION TWO: When and if issued, the Bonds shall be secured by a pledge by the City of up to one hundred percent (100%) of the increased ad valorem taxes on real and personal property, for a term of up to fifteen (15) years.

The Bonds shall not be secured by the full faith, credit and the taxing power of the City nor create any other pecuniary liability on the part of the City other than the pledge of the incremental increase in ad valorem taxes heretofore set forth. If deemed necessary and appropriate, the City may require additional security from the Developer of the Project.

SECTION THREE: A public hearing shall be held with respect to the TIF Plan in the regular meeting place of the Governing Body in the Hattiesburg City Council Chambers in the Hattiesburg City Hall Building located at, 200 Forrest Street, Hattiesburg, Mississippi, at 4:00 P.M. Monday the 4th Day of March 2019.

SECTION FOUR: The Council Clerk is hereby directed to publish a notice of the public hearing in *The Hub City Spokes* a newspaper in which the City is authorized to publish legal

notices, one (1) time not less than ten (10) days nor more than twenty (20) days prior to the date set forth in Section Three hereof, pursuant to and in compliance with the requirements of Section 21-45-11 of the Act.

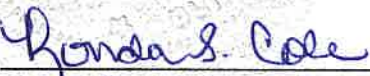
The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council Member Brown, seconded by Council Vice President Dryden, was adopted by the following vote, to wit:

<u>YEAS:</u>	<u>NAYS:</u>	<u>ABSENT:</u>
George	None	None
Delgado		
Carroll		
Dryden		
Brown		

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 5th day of February, 2019.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of February, 2019.

ATTEST:


CITY CLERK

APPROVED:


MAYOR

Tax Increment Financing Plan

The Avid Hotel Project Hattiesburg, Mississippi 2019

PROJECT SUMMARY

I. Project Description and Location

The proposed boutique hotel is a new modern design element named “Avid” introduced by Intercontinental Hotel Group (IHG). Avid is an upper mid-scale hotel project that will be located on 40th Avenue and Lundy Street near the main intersections of Hardy Street and Interstate 59 in the City of Hattiesburg. The proposed hotel project is within walking distance of the University of Southern. The proposed hotel will include 79 guest rooms in a 4-story building that will have great visibility to Hardy Street and Interstate 59. **The project is a redevelopment project that will replace old existing metal warehousing that will be demolished to make room for the new hotel.**

II. Private Investment

The project represents an estimated private investment in excess of \$7,860,000, which includes the cost of demolition, architectural, engineering, landscaping, infrastructure, construction, furniture, fixtures, equipment, and other soft cost.

III. Jobs

Construction Jobs: It is expected that the development will create 55 to 75 construction jobs and additional ancillary trade work during construction. The payroll associated with the temporary construction jobs is estimated to be in excess of one million dollars.

Permanent Full-time and Part-Time Jobs: Upon completion of the development of the project, it is expected that the Avid Hotel will create approximately **25-35 full-time and part-time jobs** representing an estimated **payroll in excess of \$350,000 annually.**

V. **Property Taxes**

The project will occupy a 1.3 +/- acre parcel, including existing warehouse structures to be demolished. Currently, combined real and personal property ad valorem taxes to the city, county and school district total \$13,361.

As a result of this proposed project, the real and personal ad valorem property taxes could reach approximately One Hundred Ninety Four Thousand Four Dollars (\$194,004)

The following is a tabular presentation of the anticipated increase in ad valorem taxes that could be generated for the City of Hattiesburg, Lamar County, and the local school district by the development.

Estimates for real and personal property tax projections below after the proposed project are based on an estimated assessed value of Seven Hundred Sixty Five Thousand Dollars (\$765,000) for land, buildings, and FF&E as provided by the developer, the city, and the county's tax assessor's office.

Real & Personal Property Taxes Estimated			
Entity	Millage Rates	Current	After Project
City Real & Personal Property	(48.10)	\$4,293	\$56,710
County Real & Personal Property	(52.35)	\$4,074	\$61,721
School District Real & Personal Property	(64.10)	\$4,994	\$75,574
Totals	(164.55)	\$13,361	\$194,004

- The Hattiesburg Economic Development Tax (hotel, restaurant bar tax of 2%) is estimated to be Forty Seven Thousand Two Hundred Forty Dollars, (\$47,240) used for the promotion of tourism and economic growth for the City of Hattiesburg and Lamar County.
- The project construction will significantly benefit the local economy with the purchase of building materials, hotel rooms, fuel sales, restaurants and directly benefit other local business.

VII. **Project Feasibility/Assistance Requested**

An extensive feasibility analysis for the project reveals that public assistance is required otherwise; the development will not go forward. The following cost factors render the development unfeasible without public participation in Tax Increment Financing to support the project.

- The high cost of the land and demolition of existing structures
- The extensive earthwork needed for the access road, and parking facilities
- The development requirements imposed by the IHG Franchise agreement result in abnormally high development costs.

The following is a list of necessary infrastructure requirements and costs that will be financed with the requested TIF funds:

Access road and related expenses	\$105,000
Parking lot, sidewalks and related improvements	\$200,000
Demolition, site work, earthwork, fill for parking and road work	\$550,000
Lighting, landscaping and drainage	\$215,000
Utility connections, water, gas, electric and sewage	\$115,000
Professional TIF related fees (engineering, design, legal, administration)	<u>\$310,000</u>
Total Site TIF Related Expenses	\$1,495,000

Exhibit I

Avid Hotel Elevation Rendering, and Google Map View



7

URBANDVELOPMENT 

tax increment financing plans • economic development strategies • urban planning • code enforcement

7600 Joe Fountain Road • Ocean Springs, Mississippi 39564 • (601) 301-8500 • E-Mail: laurence@toolboxmail.com



City of Hattiesburg, MS

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

Master

File Number: 2019-110

File ID: 2019-110

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Andrew Ellard

File Created: 02/05/2019

Brief Title: Execute HUD contracts

Final Action: 02/05/2019

Minute Book Number: MB 2019-30

Title:

Authorize Mayor to execute, in triplicate, contracts with the U.S. Department of Housing and Urban Development, funding of the 2018 City of Hattiesburg Action Plan in the amount of \$560,001.00 in Community Development Block Grant (CDBG) Program funds and \$317,860.00 in HOME Investment Partnership Act (HOME) Program funds. {Entitlements}

Notes:

Agenda Date: 02/05/2019

Indexes:

Agenda Number:

Sponsors:

Enactment Date:

Attachments: 2018 HUD Funding Approvals & Grant Agreements,
Executed 2018 HUD Funding Approvals & Grant
Agreements

Enactment Number:

Contact:

Meeting Date: 02/05/2019

Drafter: Clarence Williams

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/05/2019	Action Text: There being no discussion, the Motion received the affirmative vote of the Council as follows: Yeas: 5 - George, Delgado, Carroll, Dryden and Brown Nays: 0				
1	City Council	02/05/2019	Authorize				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member George to Authorize Mayor to execute, in triplicate, contracts with the U.S. Department of Housing and Urban Development, funding of the 2018 City of Hattiesburg Action Plan in the amount of \$560,001.00 in Community Development Block Grant (CDBG) Program funds and \$317,860.00 in HOME Investment Partnership Act (HOME) Program funds. {Entitlements}

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

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

Text of Legislative File 2019-110

[Title](#)

Authorize Mayor to execute, in triplicate, contracts with the U.S. Department of Housing and Urban Development, funding of the 2018 City of Hattiesburg Action Plan in the amount of \$560,001.00 in Community Development Block Grant (CDBG) Program funds and \$317,860.00 in HOME Investment Partnership Act (HOME) Program funds. {Entitlements}

[Summary](#)

Authorize execution of CDBG and HOME contracts.

[Budget Information](#)

[Expenditure Type](#)

[Purchasing Item](#)

[Publication Information](#)



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

February 1, 2019

Mr. Clarence Williams
Division Manager
Community Development
City of Hattiesburg
Post Office Box 1898
Hattiesburg, MS 39403-1898

Dear Mr. Williams:

On behalf of the U.S. Department of Housing and Urban Development (HUD), I am pleased to announce that the City of Hattiesburg's Action Plan for Fiscal Year 2018 has been approved. The City of Hattiesburg has been authorized to receive \$560,001 in Community Development Block Grant (CDBG) funding and \$317,860 in HOME Investment Partnerships (HOME) funding. The Action Plan covers the 12-month period from January 1, 2018 through December 31, 2018.

Please note that while the City of Hattiesburg is permitted to charge indirect costs to the CDBG and HOME grants, all indirect costs must be charged to the agency's administrative percentage allowed by regulations governing the two programs. Administrative costs plus indirect costs that are charged to the grants cannot exceed the regulatory percentage established for administrative costs, including the regulatory limitations imposed on program income.

The Community Development Block Grant (CDBG) program provides annual grants to States and local units of government to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons.

The HOME program helps to expand the supply of decent, affordable housing to low- and very low-income families by providing grants to States and local governments to fund housing programs that meet local needs and priorities. The Jackson, Mississippi Community Planning and Development Division (CPD) has approved the program's Recapture provisions for the City of Hattiesburg.

A primary goal of the Department is to reduce housing discrimination, affirmatively further fair housing through Community Planning and Development (CPD) programs and promote diverse, inclusive communities. To that end, we encourage your community to take all measures necessary to ensure compliance with the Fair Housing requirements associated with these funds.

Enclosed are three copies of the Funding Approval/Agreements (HUD-40093) for the CDBG and HOME programs, which constitute the contracts between the U.S. Department of

Housing and Urban Development (HUD) and the City of Hattiesburg. To establish a Line of Credit for the Program Year 2018 grants, it will be necessary for you to execute the three agreements, return two copies to our office, and retain one for your files. Failure to execute and return the Grant Agreements within 30 days of the transmittal date may be deemed a rejection of the grants and cause for HUD to determine that the funds are available for reallocation to other grantees. For the CDBG program, you should note particularly any special conditions included in Item 8 of the Funding Approval.

Please note that the 2018 CDBG agreement has seven special conditions included in an addendum. The first identifies the period of performance; the second provides guidance for the applicability of indirect cost payments if requested; the third details the requirement for grantees to comply with the Office of Management and Budget (OMB); the fourth prohibits the use of CDBG funds to support eminent domain unless eminent domain is employed for public use only; the fifth establishes limits on selling, trading or other transference of CDBG funds, the sixth special condition establishes protocol for the planning and/or construction of water or sewer facilities and the seventh identifies conditions under which CDBG funds may be provided to for-profit entities.

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 Funding Approval/Agreement includes special conditions, which also apply 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 until after HUD has approved the release of funds. Entitlement jurisdictions must utilize the HUD Environmental Review Online System (HEROs) to submit Requests for Release of Funds. If access is needed, please contact Dana Jones at dana.t.jones@hud.gov for assistance.

You are reminded that program progress must be recorded in the Integrated Disbursement and Information System (IDIS) on a regular basis, daily, if at all possible. Performance Measurement Indicators and all beneficiary data must be entered prior to project completion. Please be sure completion data is recorded in IDIS when a project has been completed. HUD uses this system to obtain beneficiary data and monitor the City's program implementation, progress and performance.

If there is a need to delete or add individuals authorized to access the Integrated Disbursement and Information System (IDIS) or make changes, an IDIS Security Access Authorization Form must be prepared, notarized, and returned to this office with the Grant Agreement. You may access and complete the form at:
<http://portal.hud.gov/hudportal/documents/huddoc?id=27055.PDF>.

If there is a need to establish or change the depository account to which these grant funds are 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 reminded the City of Hattiesburg's Consolidated Annual Performance Evaluation Report (CAPER) for Program Year 2018 is due in this office by March 30, 2019.

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 Cassandra W. Davis, CPD Financial Analyst, at 601-608-1799.

Sincerely,



Donnetta McAdoo
Director, Community Planning and
Development Division

Enclosures

Investment Partnerships Agreement

Title II of the National Affordable Housing Act

1. Participant Name and Address City of Hattiesburg Po Box 1898 Hattiesburg, MS 39403-1898		2. Grant Number: M18-MC280201 <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">3a. Tax Identification Number: 646000432</td> <td style="width:50%;">3b. Unique Entity Identifier (formerly DUNS): 079448130</td> </tr> <tr> <td>4. Appropriation Number 86 8/1 0205</td> <td>5. FY (yyyy) 2018</td> </tr> </table>		3a. Tax Identification Number: 646000432	3b. Unique Entity Identifier (formerly DUNS): 079448130	4. Appropriation Number 86 8/1 0205	5. FY (yyyy) 2018											
3a. Tax Identification Number: 646000432	3b. Unique Entity Identifier (formerly DUNS): 079448130																	
4. Appropriation Number 86 8/1 0205	5. FY (yyyy) 2018																	
6. Previous Obligation (Enter "0" for initial FY allocation)		\$0.00																
a. Formula Funds		\$317,860.00																
b. Community Housing Development Org. (CHDO) Competitive		\$																
7. Current Transaction (+ or -)		\$317,860.00																
a. Formula Funds		\$317,860.00																
1. CHDO (For deobligations only)		\$																
2. Non- CHDO (For deobligations only)		\$																
b. CHDO Competitive Reallocation or Deobligation		\$																
8. 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) (02/01/2019):																
11. Indirect Cost Rate* <table style="width:100%;"> <thead> <tr> <th style="text-align: left;">Administering Agency/Dept.</th> <th style="text-align: left;">Indirect Cost Rate</th> <th style="text-align: left;">Direct Cost Base</th> </tr> </thead> <tbody> <tr><td>—</td><td>—%</td><td></td></tr> <tr><td>—</td><td>—%</td><td></td></tr> <tr><td>—</td><td>—%</td><td></td></tr> <tr><td>—</td><td>—%</td><td></td></tr> </tbody> </table>		Administering Agency/Dept.	Indirect Cost Rate	Direct Cost Base	—	—%		—	—%		—	—%		—	—%		12. Period of Performance: 02/01/2019 - 09/01/2026 * If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients.	
Administering Agency/Dept.	Indirect Cost Rate	Direct Cost Base																
—	—%																	
—	—%																	
—	—%																	
—	—%																	

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.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix A to 2 CFR part 25, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

The Period of Performance for the funding assistance shall begin on the date specified in item 12 and shall end on September 1st of the 5th fiscal year after the expiration of the period of availability for obligation. Funds remaining in the account will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552. The grantee shall not incur any obligations to be paid with such assistance after the end of the Period of Performance.

13. For the U.S. Department of HUD (Name and Title of Authorized Official) Donnetta McAdoo - HUD Community Planning and Development Director	14. Signature 	15. Date 02/04/2019
16. For the Participating Jurisdiction/Entity (Name and Title of Authorized Official) Toby Barker, Mayor, City of Hattiesburg	17. Signature 	18. Date / /

19. Check one:
☒ Initial Agreement ☐ Amendment #

20. Funding Information: HOME			
Source of Funds	Appropriation Code	PAS Code	Amount
2018	86 8/1 0205	HMF	\$317,500.00
2017	86 7/0 0205	HMF	\$ 93.00
2016	86 6/9 0205	HMF	\$ 267.00

Funding Approval/AgreementTitle 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

OMB Approval No. 2506-0193

exp 5/31/2018

1. Name of Grantee (as shown in item 5 of Standard Form 424) City of Hattiesburg	3a. Grantee's 9-digit Tax ID Number 646000432	3b. Grantee's 9-digit DUNS Number 079448130
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) PO Box 1898 Hattiesburg, MS 39403-1898	4. Date use of funds may begin (02/01/2019)	
	5a. Project/Grant No. 1 B-18-MC-28-0006	6a. Amount Approved \$560,001.00
	5b. Project/Grant No. 2	6b. Amount Approved

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, 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 4 above provided the activities to which such costs are related are carried out 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) Donnetta Mcadoo		City of Hattiesburg (By Name) Toby Barker	
Title CPD Director		Title Mayor	
Signature 	Date (mm/dd/yyyy) 02/01/2019	Signature	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) ☐ None ☒ Attached	9a. Date HUD Received Submission (08/16/2018)	10. check one ☒ a. Orig. Funding Approval ☐ b. Amendment Amendment Number
		9b. Date Grantee Notified (02/01/2019)	
		9c. Date of Start of Program Year (01/01/2018)	
11. Amount of Community Development			
Block Grant	FY (2018)	FY (2017)	FY ()
a. Funds Reserved for this Grantee	\$559,957.00	\$ 44.00	
b. Funds now being Approved			
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved N/A	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
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24 CFR 570

form HUD-7082 (5/15)

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

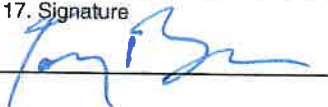
1. Participant Name and Address City of Hattiesburg Po Box 1898 Hattiesburg, MS 39403-1898		2. Grant Number: M18-MC280201 <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;"> 3a. Tax Identification Number: 646000432 </td> <td style="width:50%;"> 3b. Unique Entity Identifier (formerly DUNS): 079448130 </td> </tr> <tr> <td> 4. Appropriation Number 86 8/1 0205 </td> <td> 5. FY (yyyy) 2018 </td> </tr> </table>		3a. Tax Identification Number: 646000432	3b. Unique Entity Identifier (formerly DUNS): 079448130	4. Appropriation Number 86 8/1 0205	5. FY (yyyy) 2018											
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4. Appropriation Number 86 8/1 0205	5. FY (yyyy) 2018																	
6. Previous Obligation (Enter "0" for initial FY allocation)		\$0.00																
a. Formula Funds		\$317,860.00																
b. Community Housing Development Org. (CHDO) Competitive		\$																
7. Current Transaction (+ or -)		\$317,860.00																
a. Formula Funds		\$317,860.00																
1. CHDO (For deobligations only)		\$																
2. Non- CHDO (For deobligations only)		\$																
b. CHDO Competitive Reallocation or Deobligation		\$																
8. 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) (02/01/2019):																
11. Indirect Cost Rate* <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Administering Agency/Dept.</th> <th style="width:20%;">Indirect Cost Rate</th> <th style="width:20%;">Direct Cost Base</th> </tr> </thead> <tbody> <tr><td>—</td><td>—%</td><td></td></tr> <tr><td>—</td><td>—%</td><td></td></tr> <tr><td>—</td><td>—%</td><td></td></tr> <tr><td>—</td><td>—%</td><td></td></tr> </tbody> </table>		Administering Agency/Dept.	Indirect Cost Rate	Direct Cost Base	—	—%		—	—%		—	—%		—	—%		12. Period of Performance: 02/01/2019 - 09/01/2026	
Administering Agency/Dept.	Indirect Cost Rate	Direct Cost Base																
—	—%																	
—	—%																	
—	—%																	
—	—%																	

* If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients.

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.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix A to 2 CFR part 25, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

The Period of Performance for the funding assistance shall begin on the date specified in item 12 and shall end on September 1st of the 5th fiscal year after the expiration of the period of availability for obligation. Funds remaining in the account will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552. The grantee shall not incur any obligations to be paid with such assistance after the end of the Period of Performance.

13. For the U.S. Department of HUD (Name and Title of Authorized Official) Donnetta McAdoo - HUD Community Planning and Development Director	14. Signature 	15. Date 02/01/2019
16. For the Participating Jurisdiction/Entity (Name and Title of Authorized Official) Toby Barker, Mayor, City of Hattiesburg	17. Signature 	18. Date 2/11/19

19. Check one:

☒ Initial Agreement ☐ Amendment #

20. Funding Information: HOME			
Source of Funds	Appropriation Code	PAS Code	Amount
2018	86 8/1 0205	HMF	\$317,500.00
2017	86 7/0 0205	HMF	\$ 93.00
2016	86 6/9 0205	HMF	\$ 267.00

Funding Approval/Agreement

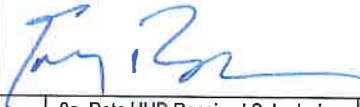
Title I of the Housing and Community
Development Act (Public Law 930383)
HI-00515R of 20515R

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

OMB Approval No. 2506-0193
exp 5/31/2018

1. Name of Grantee (as shown in item 5 of Standard Form 424) City of Hattiesburg	3a. Grantee's 9-digit Tax ID Number 646000432	3b. Grantee's 9-digit DUNS Number 079448130
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) PO Box 1898 Hattiesburg, MS 39403-1898	4. Date use of funds may begin (02/01/2019)	
	5a. Project/Grant No. 1 B-18-MC-28-0006	6a. Amount Approved \$560,001.00
	5b. Project/Grant No. 2	6b. Amount Approved

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, 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 4 above provided the activities to which such costs are related are carried out 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) Donnetta Mcadoo	City of Hattiesburg (By Name) Toby Barker
Title CPD Director	Title Mayor
Signature 	Signature 
Date (mm/dd/yyyy) 02/02/2019	Date (mm/dd/yyyy) 2/11/19

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) ☐ None ☒ Attached	9a. Date HUD Received Submission (08/16/2018)	10. check one ☒ a. Orig. Funding Approval ☐ b. Amendment Amendment Number
		9b. Date Grantee Notified (02/01/2019)	
		9c. Date of Start of Program Year (01/01/2018)	
11. Amount of Community Development Block Grant			
a. Funds Reserved for this Grantee		FY (2018) \$559,957.00	FY (2017) \$ 44.00
b. Funds now being Approved			
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved N/A	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											

City of Hattiesburg

FY 2018 Grant Agreement #B-18-MC-28-0006
CDBG Special Conditions

8. Special Conditions.

- (a) The period of performance for the funding assistance specified in the Funding Approval ("Funding Assistance") shall begin on the date specified in item 4 and shall end on September 1, 2025. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2025.
- (b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

<u>Administering Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any

City of Hattiesburg

FY 2018 Grant Agreement #B-18-MC-28-0006
CDBG Special Conditions

Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain.

- (e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- (f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.
- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further

City of Hattiesburg

FY 2018 Grant Agreement #B-18-MC-28-0006
CDBG Special Conditions

Continuing Appropriations Act, 2015, Division K, Title II, Community
Development Fund).



City of Hattiesburg, MS

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

Master

File Number: 2019-106

File ID: 2019-106

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Ronda S. Cole

File Created: 01/31/2019

Brief Title: Approval of minutes for January 22, 2019

Final Action: 02/05/2019

Minute Book Number: MB 2019-26

Title:

Approval of minutes - for the January 22, 2019 meeting of the City Council.

Notes:

Agenda Date: 02/05/2019

Indexes:

Agenda Number: V.-1

Sponsors:

Enactment Date:

Attachments: min 1-22-19

Enactment Number:

Contact:

Meeting Date: 02/05/2019

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/05/2019	Approve				Pass
Action Text: A MOTION was made by Council Member George and seconded by Council Member Brown to Approve the minutes for the January 22, 2019, meeting of the City Council.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2019-106

Title

Approval of minutes - for the January 22, 2019 meeting of the City Council.

Summary

[Enter Summary Here Without Parentheses]

Budget Information

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

Expenditure Type

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

Purchasing Item

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

Publication Information

[Please enter publication sites and dates]

BE IT REMEMBERED that the **regular meeting of the Hattiesburg City Council was held at 4:00 p.m. Tuesday, January 22, 2019**, in Council Chambers at City Hall.

Those present included Mayor Toby Barker and members of the City Council Jeffrey George, Ward 1; Deborah Delgado, Ward 2 (via teleconference); Carter Carroll, Ward 3; Mary Dryden, Ward 4; and Nicholas Brown, Ward 5. Others in attendance included Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope; Clerk of Council, Ronda S. Cole; Deputy Clerk of Council, Lisa Luu; City staff members; media; and the public.

Council President Carroll Called the meeting to order.

II. Call to Prayer and Pledge of Allegiance

The payer was given by Deacon Robert Jones of New Jerusalem Church.

The Pledge of Allegiance was led by Chief Parker.

III. Agenda Order

THE MATTER OF THE AGENDA ORDER came before the Council.

AGENDA ADJUSTMENTS

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Add Policy Agenda Items V.-17 and V.-8 at the request of the Administration as follows:

V.-17 2019-071 Authorize Mayor to execute an agreement between the City of Hattiesburg and William Carey University to create an education tuition discount partnership for children of full-time city employees and pilot program for undergraduate education.

Attachments: City of Hattiesburg Employee Education Agreement 2019

V.-18 2019-072 Authorize issuance of manual check in the amount of \$32,000.00 payable to Forrest County Chancery Clerk pursuant to court order #8-CV-590-SM in the matter TFR Group, LLC, Interpleader.

Attachments: TFR Interpleader Court Order

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

IV. PRESENTATION AGENDA

THE PRESENTATION AGENDA came before the Council.

Council Vice President Dryden and Council member Brown introduced and welcomed Ms. Penny Potts and her students (the Jobs for Mississippi Graduates Students from N.R. Burger Middle School and Hattiesburg High School).

- IV.-1 2019-037** Adopt a Resolution appointing Gay Polk -Payton as Municipal Court Judge Pro-Tem, for the City of Hattiesburg.

Attachments: GPPW-Resume
 GPPW- Resolution

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Adopt a Resolution (#2019-8) appointing Gay Polk-Payton as Municipal Court Judge Pro-Tem, for the City of Hattiesburg.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

At this time, Mayor Barker administered the oath of office for Judge Gay Polk Payton-White.

V. POLICY AGENDA

THE POLICY AGENDA came before the Council.

- V.-1 2019-068** Approval of Minutes - for the January 7 & 8, 2019 meetings of the City Council.

Attachments: min 1-7-19 AR, WS
 min 1-8-19

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve the Minutes for the January 7 & 8, 2019 meetings of the City Council.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- V.-2 2019-063** Adopt an Ordinance filed by Bruce Betts to rename the public street presently known as Mixon Street (Ward 2) to Red Moore Street. The Planning Commission recommended to Approve on January 12, 2019.

Attachments: Staff Report - Red Moore Street
 January HPC Minutes
 Ordinances - street renaming - Mixon to Red Moore

A MOTION was made by Council Member George and seconded by Council Member Brown to Adopt an Ordinance (#3249) filed by Bruce Betts to rename the public street presently known as Mixon Street (Ward 2) to Red Moore Street. The Planning Commission recommended to Approve on January 12, 2019.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- V.-3 2019-051** Adopt a Resolution setting a Public Hearing on Tuesday, February 19, 2019 at 4 p.m. in the City Council Chambers to determine if certain properties are in such as state of uncleanliness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.

Attachments: Request P.H. memo
 Request P.H. resolution

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Adopt a Resolution (#2019-9) setting a Public Hearing on Tuesday, February 19, 2019 at 4 p.m. in the City Council Chambers to determine if certain properties are in such as state of uncleanliness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

V.-4 2019-070 Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Kohler Company, for a period not to exceed five (5) years, commencing December 31, 2017 and ending December 31, 2022, with a true value of \$10,027,717.76 or the amount approved by the Mississippi Department of Revenue.

Attachments: 2018-kohler App
 County Position-Kohler
 12219- Kohler Reso

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Adopt a Resolution (#2019-10) granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Kohler Company, for a period not to exceed five (5) years, commencing December 31, 2017 and ending December 31, 2022, with a true value of \$10,027,717.76 or the amount approved by the Mississippi Department of Revenue.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

V.-5 2019-058 Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to BP Rex Closures, LLC for a period not to exceed ten(10) years, commencing December 31,2017 and ending on December 31, 2027, with a true value of \$1,011,521.00 or the amount approved by the Mississippi Department of Revenue.

Attachments: County Statement-BR Rex 2018
 BP Rex-App 2018
 BP Rex Closures, LLC

A MOTION was made by Council Member George and seconded by Council Member Brown to Adopt a Resolution (#2019-11) granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to BP Rex Closures, LLC for a period not to exceed ten (10) years, commencing December 31, 2017 and ending on December 31, 2027, with a true value of \$1,011,521.00 or the amount approved by the Mississippi Department of Revenue.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

V.-6 2019-056 Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Georgia-Pacific Consumer Operations, LLC for a period not to exceed ten (10) years, commencing December 31,2017 and ending on December 31, 2027, with a true value of \$27,042,828.30 or the amount approved by the Mississippi Department of Revenue.

Attachments: 2018 County Position Statement-SPG Holdings
Georgia Pacific App
Georgia-Pacific Consumer Operations, LLC

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Adopt a Resolution (#2019-12) granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Georgia-Pacific Consumer Operations, LLC, for a period not to exceed ten (10) years, commencing December 31, 2017 and ending on December 31, 2027, with a true value of \$27,042,828.30 or the amount approved by the Mississippi Department of Revenue.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

V.-7 2019-055 Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Zeon Chemicals, L.P., for a period not to exceed ten(10) years, commencing December 31,2017 and ending on December 31, 2027, with a true value of \$605,569.70 or the amount approved by the Mississippi Department of Revenue.

Attachments: 2018-County Statement-Zeon Chemicals
2018-Zeon Chemicals App
Resolution Zeon Chemicals, L.P.

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Adopt a Resolution (#2019-13) granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Zeon Chemicals, L.P., for a period not to exceed ten (10) years, commencing December 31, 2017 and ending on December 31, 2027, with a true value of \$605,569.70 or the amount approved by the Mississippi Department of Revenue.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

V.-8 2019-054 Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Western Container Corporation, for a period not to exceed five(5) years, commencing December 31,2017 and ending on December 31, 2022, with a true value of \$7,147,317.95 or the amount approved by the Mississippi Department of Revenue.

Attachments: 2018-Western Container Corp-App
County Statement- Western Container
Resolution - Western Container Corporation

A MOTION was made by Council Member George and seconded by Council Member Brown to Adopt a Resolution (#2019-14) granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes to Western Container Corporation, for a period not to exceed five (5) years, commencing December 31, 2017 and ending on December 31, 2022, with a true value of \$7,147,317.95 or the amount approved by the Mississippi Department of Revenue.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- V.-9 2019-053** Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Green Bay Converting, Inc. for a period not to exceed ten (10) years, commencing December 31, 2017 and ending on December 31, 2027, with a true value of \$1,071,069.00 or the amount approved by the Mississippi Department of Revenue.

Attachments: Position Statement-Green Bay
2018-Green Bay App
Resolution Green Bay Converting, Inc.

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Adopt a Resolution (#2019-15) granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Green Bay Converting, Inc., for a period not to exceed ten (10) years, commencing December 31, 2017 and ending on December 31, 2027, with a true value of \$1,071,069.00 or the amount approved by the Mississippi Department of Revenue.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- V.-10 2019-069** Adopt a Resolution authorizing acceptance of Donation of Permanent Right of Way Easements and Temporary Construction Easements, and for Related Purposes.

Attachments: Resolution Accepting Donations FGH
Acknowledgment of Charitable Gift FGH

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Adopt a Resolution (#2019-16) authorizing acceptance of Donation of Permanent Right of Way Easements and Temporary Construction Easements, and For Related Purposes.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- V.-11 2019-052** Adopt a Resolution authorizing Requisition No. 34 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

Attachments: 2016 Bond Resolution No. 34

A MOTION was made by Council Member George and seconded by Council Member Brown to Adopt a Resolution (#2019-17) authorizing Requisition No. 34 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- V.-12 2019-040** Approve lighting agreement with Mississippi Power for additional lighting in the Southern Heights neighborhood for an increase in monthly billing of \$277.16; Authorize Mayor to execute.

Attachments: MS Power-Southern Heights Neighborhood

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve lighting agreement with Mississippi Power for additional lighting in the Southern Heights neighborhood for an increase in monthly billing of \$277.16; Authorize Mayor to execute.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- V.-13 2019-046** Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Repair Grant Award to Gwen Varnado of 208 West 5th Street in an amount not to exceed \$10,000 according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E). {Entitlement}

Attachments: COHCDD Contractor & G. Varnado Agreement 01.14.19
Grant Agreement - G. Varnado (\$10-) 01.14.19

A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Repair Grant Award to Gwen Varnado of 208 West 5th Street in an amount not to exceed \$10,000 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 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- V.-14 2019-042** Authorize Mayor to execute Memorandum of Agreement for the Educational and Community Outreach Program between the City of Hattiesburg and the University of Southern Mississippi, for the period beginning March 1, 2019 and ending February 28, 2020 (Agreement GM000673 Amendment No.15) as authorized by MS Code 39-15-1, to allow municipalities to expend monies for support of the arts.

Attachments: MOA- Amendment #15

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Authorize Mayor to execute Memorandum of Agreement for the Educational and Community Outreach Program between the City of Hattiesburg and the University of Southern Mississippi, for the period beginning March 1, 2019 and ending February 28, 2020 (Agreement GM000673 Amendment No.15) as authorized by MS Code 39-15-1, to allow municipalities to expend monies for support of the arts.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

- V.-15 2019-036** Authorize Mayor to execute an amendment for award MS-2017-006-01 with the Federal Transit Administration to incorporate the FY 2018 allocation of Section 5307 funds for Operating Assistance, Capital Assistance (Preventive Maintenance), and Capital (Rolling Stock). This amendment incorporates \$1,043,000 in federal funds and \$626,714 in local match.

Attachments: MS-2017-006-01 Amendment

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Authorize Mayor to execute an amendment for award MS-2017-006-01 with the Federal Transit Administration to incorporate the FY 2018 allocation of Section 5307 funds for Operating Assistance, Capital Assistance (Preventive Maintenance), and Capital (Rolling Stock). This amendment incorporates \$1,043,000 in federal funds and \$626,714 in local match.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

V.-16 2019-057 Authorize Mayor to enter into 3 year licensing agreement with Environmental Systems Research Institute, Inc. (ESRI) for ArcGis licenses and support; Declare and approve the purchase of said licenses and support services as a sole source purchase as provided for in Section 31-7-13 (viii), of the Mississippi Code of 1972, based on information as per attached letter.

Attachments: ArcGis Sole Source Letter
ArcGis Quote
Arc Gis Agreement

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Authorize Mayor to enter into 3 year licensing agreement with Environmental Systems Research Institute, Inc. (ESRI) for ArcGis licenses and support; Declare and approve the purchase of said licenses and support services as a sole source purchase as provided for in Section 31-7-13 (viii), of the Mississippi Code of 1972, based on information as per attached letter.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

V.-17 2019-071 Authorize Mayor to execute an agreement between the City of Hattiesburg and William Carey University to create an education tuition discount partnership for children of full-time city employees and pilot program for undergraduate education.

Attachments: City of Hattiesburg Employee Education Agreement 2019

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Authorize Mayor to execute an agreement between the City of Hattiesburg and William Carey University to create an education tuition discount partnership for children of full-time city employees and pilot program for undergraduate education.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

V.-18 2019-072 Authorize issuance of manual check in the amount of \$32,000.00 payable to Forrest County Chancery Clerk pursuant to court order #8-CV-590-SM in the matter TFR Group, LLC, Interpleader.

Attachments: TFR Interpleader Court Order

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Authorize issuance of manual check in the amount of \$32,000.00 payable to Forrest County Chancery Clerk pursuant to court order #8-CV-590-SM in the matter TFR Group, LLC, Interpleader.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

VI. ROUTINE AGENDA

THE ROUTINE AGENDA came before the Council.

A MOTION was made by Council Member George and seconded by Council Member Brown to approve the Routine Agenda.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Dryden and Brown

Nays: 0

VI.-1 2019-039 Acknowledge receipt of monthly budget report for the month ending December 31, 2018.

Attachments: EXP18.0119
 REV18.0119

VI.-2 2019-064 Acknowledge Proofs of Publication for the month of December 2018.

Attachments: Proof of Publications Dec 2018

VI.-3 2019-038 Acknowledge bid received December 20, 2018 for the Cured in Place Pipe Sewer Repair project (CIPP project) and accept the bid from Suncoast Infrastructure, Inc. in the amount of \$3,559,581.00 for the base bid and additive alternative No. 1; Authorize Mayor to execute related contracts upon preparation.

Attachments: Certified Bid Tab
 Recommendation Letter
 11256 Plans Street Ready 2018-08-22
 11256 Specs Street Ready 2018 09 24

VI.-4 2019-061 Acknowledge bids received on January 10, 2019 for Eighty (80) Supervisory Control and Data Acquisition Units for the Department of Water and Sewer and accept the bid of JH Wright & Associates on behalf of Mission Communications, in the amount of \$93,440.00 as the best and lowest bid received.

Attachments: Memo-Howe 1-10-19
 SCADA Bid Tab

VI.-5 2019-043 Approve Specifications and Authorize Publication of Advertisement for Various Term Bid Items for Various Departments

Attachments: Notice to Bidders - Item 3 - Ready Mix Concrete
 Specs - Item 3 - Ready Mix Concrete
 Notice to Bidders - Item 33 - Crushed Concrete
 Specs - Item 33 - Crushed Concrete
 Notice to Bidders - Item 21 - Couplings
 Specs - Item 21 - Couplings

VI.-6 2019-048 Approve and authorize issuance of manual check for CDBG Program Claims per attached memorandum. {Entitlement CDBG}

Attachments: MEMORANDUM for CDBG Check Request January 22, 2019
 Invoice for CDBG Program Claims January 22, 2019

- VI.-7 2019-045** Approve the City's purchase of two (2) grave spaces, per attached request, receipt, and deed.
Attachments: Buy Back (Jennifer Beasley) (01-22-19)
- VI.-8 2019-044** Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.

Attachments: Memo's (01-22-19)
 Receipts (01-22-19)
 Deeds (01-22-19)
- VI.-9 2019-041** Approve claims docket for the period ending January 18, 2019.

Attachments: DOCKET 19.01-18

Citizens' Forum.

Council Vice President Dryden proceeded with the Citizens' Forum. She stated the procedures and invited members of the public to speak.

There were no citizens present who wished to address the Council.

Council Vice President Dryden closed the Citizen Forum.

- 2019-103** Citizens' Forum Sign-In Sheet, 1-22-19.

Attachments: 1-22-19 Citizens' Forum Sign-In Sheet

Executive Session

A MOTION was made by Council Member George for the Council to enter closed session to determine the need to enter Executive Session at 4:47 p.m.

Council member Delgado disconnected the teleconference at 4:47 p.m.

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

- Yeas: 4 - George, Carroll, Dryden and Brown

Nays: 0

Absent: 1 - Delgado

The Council President asked for the Chambers to be cleared at this time.

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to enter Executive Session to discuss litigation regarding the annexation lawsuit with Rawls Springs, in accordance with Mississippi Code Section 25-41-7 (b) at 4:50 p.m.

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

- Yeas: 4 - George, Carroll, Dryden and Brown

Nays: 0

Absent: 1 – Delgado

The City Attorney stepped out into the hall and announced that the Council was in Executive Session to discuss pending litigation.

Those present for the Executive Session were Mayor Toby Barker; Council members Jeffrey George,

Carter Carroll, Mary Dryden and Nicholas Brown; Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope; Chief Administrative Officer, Ann Jones; Interim Chief Financial Officer, Connie Everett; Municipal Court Judge, Wes Curry; Chief Communications Officer, Samantha McCain; Director of Urban Development, Andrew Ellard; Fire Chief, Sherrocko Stewart; Director of Public Works, Ronnie Perkins; Director of Parks and Recreation, Chris McGee; City Engineer, Lamar Rutland; Director of the Water Department, Alan Howe; Deputy Director of Sanitation Wanda Tyler; Deputy Director of Maintenance Perry Thomas; Customer Service Coordinator, Joe Paul; and Clerk of Council, Ronda Cole.

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to exit Executive Session and re-open the meeting to the public at 5:02 p.m.

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

- Yeas: 4 - George, Carroll, Dryden and Brown
- Nays: 0
- Absent: 1 - Delgado

The City Attorney stated to the public that there was no action taken during Executive Session.

2019-104 Authorize the City Attorney to execute the joint motion with the Rawls Springs Utility District for entry of an Agreed Judgement in the Forrest County Chancery court case styled in the matter of the enlargement and extension of the boundaries of the City of Hattiesburg.

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Authorize the City Attorney to execute the joint motion with the Rawls Springs Utility District for entry of an Agreed Judgement in the Forrest County Chancery court case styled in the matter of the enlargement and extension of the boundaries of the City of Hattiesburg.

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

- Yeas: 4 - George, Carroll, Dryden and Brown
- Nays: 0
- Absent: 1 – Delgado

VIII. Adjournment

By unanimous consent, Council President Carroll declared the **meeting adjourned at 5:04 p.m., this the 22nd day of January, 2019.**

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor



City of Hattiesburg, MS

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

Master

File Number: 2019-088

File ID: 2019-088

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 01/28/2019

Brief Title: Budget Amendments, February 5, 2019

Final Action: 02/05/2019

Minute Book Number: MB 2019-26

Title: Adopt the February 5, 2019 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2019 and adopt Resolution authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.

Notes:

Agenda Date: 02/05/2019

Indexes:

Agenda Number: V.-2

Sponsors:

Enactment Date:

Attachments: February 2019 Amended Budget, Executed
Resolution 2019-18 budget amendments for fy 2019,
Proof of publication Resolution 2019-18

Enactment Number:

Contact:

Meeting Date: 02/05/2019

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/05/2019	Adopt				Pass
Action Text: A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Adopt the February 5, 2019 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2019 and adopt Resolution (#2019-18) authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2019-088

Title

Adopt the February 5, 2019 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2019 and adopt Resolution authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.

Summary

Budget Amendments, February 2019

Publication Information

Newspaper

MEMORANDUM

TO : **Mayor Barker, Members of City Council**
FROM : **Connie Everett, Interim CFO**
DATE : **February 5, 2019**
SUBJECT : **Proposed Amendments, FY 2019**

Below is a list of the most significant proposed amendments to the FY 2019 budget. Attached is a more detailed list of proposed changes to the General Fund, detailing the impact to the Fund's budgeted ending cash. Descriptions are also included for proposed changes to the budgets of other funds.

Significant items specifically for the **General Fund** include:

- Budgeted ending cash remains the same.
- Budgets for salary adjustments previously approved are included.
- Budget savings generated from salary adjustments have been set aside toward fund balance or special projects.
- Unexpended funds for equipment in the Cemetery budget were moved to Sanitation to cover the cost of knuckleboom trash loaders.

Amendments to other funds are:

- Increase the budget in Water & Sewer for sewer repairs and increase the budget to cover the cost of the contract with Water Company of America to evaluate meter function and billing issues
- Adjust budget in Police Forfeitures Fund for D.A.R.E. program and revenues received to date
- Adjust budget in Airport Improvement Fund for new grant and closeout of current grants

If you have questions concerning the information presented, please give me a call.

RECAP OF PROPOSED AMENDMENTS
February 5, 2019
FY 2019

GENERAL FUND:

Budgeted Ending Cash as adopted **2,400,674**

Amendments to Revenues:

Total Amendments to Revenues -

Amendments to Expenditures:

City Court - adjust budget for approved changes 6,075

Streets - adjust budget for approved changes 22,000

Sanitation -adjust budget for approved changes and
purchase of trash loaders (28,530)

Economic Dev - allocate budget savings for special
projects (45,545)

Cemetery - reallocate to Sanitation for truck purchase 46,000

Total Amendments to General Fund Expenditures -

Budgeted Ending Cash, as Amended **\$ 2,400,674**

WATER & SEWER OPERATION & MAINTENANCE FUND:

Adjust budget for contract with Water Company of America
for meter and billing evaluations; increase budget for sewer repairs \$ 250,000

POLICE FORFEITURES FUND:

Adjust budget for D.A.R.E. program expenses and revenue received
to date \$ 13,951

AIRPORT IMPROVEMENT FUND:

Adjust budget for new grant and closeout of current grants \$ 1,182,000

RESOLUTION

WHEREAS, the Mayor and City Council of the City of Hattiesburg, Mississippi, have determined that expenditures within the City will exceed the original budget appropriation; and

WHEREAS, the additional appropriation needed is in excess of ten percent (10%) of the original appropriation, and in accordance with Section 21-35-25 of the Mississippi Code of 1972, as amended, shall be published;

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

Section 1. That the following budget amendments are hereby authorized to be made in the City's General Fund Economic Development Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$255,000	\$155,027	\$410,027	Adjust budget savings for special projects

Section 2. That the following budget amendments are hereby authorized to be made in the City's Police Forfeitures Fund Supplies Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$30000	\$131,257	\$161,257	Adjust budget for D.A.R.E. program expenses

Section 3. That the following budget amendments are hereby authorized to be made in the City's Airport Improvement Fund Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$932,765	\$523,950	\$1,456,715	Adjust budget for new grant for airport improvements

Section 4. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage, but nevertheless to be published according to law.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 5th day of February, 2019.

(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 5th day of February, 2019.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2019

	Original FY 2019 Budgets	November Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets
<u>Revenues & Beg. Cash Balance:</u>					
Taxes -Other	\$36,000		\$36,000		\$36,000
Licenses & Permits	4,454,800		4,454,800		\$4,454,800
Intergovernmental Revenues:					
Federal	2,365,634	-579,784	1,785,850		\$1,785,850
State	168,304	60,386	228,690		\$228,690
State-Shared	23,472,000	-85,322	23,386,678		\$23,386,678
County/City Shared	0		0		\$0
Charges for Services:					\$0
Public Safety	202,000		202,000		\$202,000
Streets	1,000		1,000		\$1,000
Sanitation	2,225,000		2,225,000		\$2,225,000
Misc.	0		0		\$0
Fines & Forf.	1,235,000		1,235,000		\$1,235,000
Misc. Revenues	293,400	6,500	299,900		\$299,900
Transfers-In	870,000		870,000		\$870,000
Non-Revenue Receipts	207,412		207,412		\$207,412
TOTAL REVENUES EXCLUSIVE OF PROPERTY TAXES	\$35,530,550	-\$598,220	\$34,932,330	\$0	\$34,932,330
Beg. Fund Balance	6,000,000	532,636	6,532,636		\$6,532,636
Less Reserve for Future Debt Service	-900,000		-900,000		-\$900,000
Property Tax Levy	18,137,600	0	18,137,600		\$18,137,600
TOTAL AVAIL. REVENUES	\$58,768,150	-\$65,584	\$58,702,566	\$0	\$58,702,566
<u>THE GENERAL FUND EXPENDITURE BUDGETS:</u>					
001003 City Council					
Personnel	\$360,240		\$360,240		\$360,240
Supplies & Expenses	3,100	300	3,400		\$3,400
Other Services & Charges	260,100		260,100		\$260,100
Capital Outlays	0		0		\$0
Total - City Council	\$623,440	\$300	\$623,740	\$0	\$623,740
001015 City Court					
Personnel	\$1,091,690		\$1,091,690	-\$6,075	\$1,085,615
Supplies & Expenses	31,600		31,600		\$31,600
Other Services & Charges	271,300		271,300		\$271,300
Capital Outlays	0		0		\$0
Total - City Court	\$1,394,590	\$0	\$1,394,590	-\$6,075	\$1,388,515
001020 Mayor/Admin.					
Personnel	\$823,334		\$823,334		\$823,334
Supplies & Expenses	15,350		15,350		\$15,350
Other Services & Charges	193,950	1,470	195,420		\$195,420
Capital Outlays	2,000		2,000		\$2,000
Total - Mayor/Admin.	\$1,034,634	\$1,470	\$1,036,104	\$0	\$1,036,104
001030 Elections					
Personnel	\$0		\$0		\$0
Supplies & Expenses	2,400		2,400		\$2,400
Other Services & Charges	79,050		79,050		\$79,050
Capital Outlays	0		0		\$0
Total - Elections	\$81,450	\$0	\$81,450	\$0	\$81,450
001040 Muni. Clerk					
Personnel	\$321,734		\$321,734		\$321,734

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2019

	Original FY 2019 Budgets	November Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets
Supplies & Expenses	5,300		5,300		\$5,300
Other Services & Charges	56,400		56,400		\$56,400
Capital Outlays	0		0		\$0
Total - Muni Clerk	\$383,434	\$0	\$383,434	\$0	\$383,434
001042 Accounting					
Personnel	\$313,605		\$313,605		\$313,605
Supplies & Expenses	6,925		6,925		\$6,925
Other Services & Charges	3,450		3,450		\$3,450
Capital Outlays	0		0		\$0
Total - Accounting	\$323,980	\$0	\$323,980	\$0	\$323,980
001045 Purchasing					
Personnel	\$125,285		\$125,285		\$125,285
Supplies & Expenses	4,700		4,700		\$4,700
Other Services & Charges	5,500		5,500		\$5,500
Capital Outlays	0		0		\$0
Total - Purchasing	\$135,485	\$0	\$135,485	\$0	\$135,485
001060 City Attorney					
Personnel	\$94,763		\$94,763		\$94,763
Supplies & Expenses	0		0		\$0
Other Services & Charges	8,300		8,300		\$8,300
Capital Outlays	0		0		\$0
Total - City Attorney	\$103,063	\$0	\$103,063	\$0	\$103,063
001080 Human Resources					
Personnel	\$214,258		\$214,258		\$214,258
Supplies & Expenses	9,100		9,100		\$9,100
Other Services & Charges	20,500		20,500		\$20,500
Capital Outlays	0		0		\$0
Total - Human Resources	\$243,858	\$0	\$243,858	\$0	\$243,858
001081 Loss Control					
Personnel	\$113,888		\$113,888		\$113,888
Supplies & Expenses	6,900		6,900		\$6,900
Other Services & Charges	4,000		4,000		\$4,000
Capital Outlays	0		0		\$0
Total - Loss Control	\$124,788	\$0	\$124,788	\$0	\$124,788
001090 Urban Development					
Personnel	\$662,297		\$662,297		\$662,297
Supplies & Expenses	31,500		31,500		\$31,500
Other Services & Charges	82,050	41,000	123,050		\$123,050
Capital Outlays	200,000		200,000		\$200,000
Total - Urban Dev.	\$975,847	\$41,000	\$1,016,847	\$0	\$1,016,847
001091 Information Systems					
Personnel	\$328,388	-\$24,863	\$303,525		\$303,525
Supplies & Expenses	56,200		56,200		\$56,200
Other Services & Charges	592,745		592,745		\$592,745
Capital Outlays	272,346		272,346		\$272,346
Total - Inf. Systems	\$1,249,679	-\$24,863	\$1,224,816	\$0	\$1,224,816
001092 Gen. Gov't Building					
Personnel			\$0		\$0

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2019

	Original FY 2019 Budgets	November Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets
Supplies & Expenses	23,925		23,925		\$23,925
Other Services & Charges	203,780		203,780		\$203,780
Capital Outlays	20,000	20,000	40,000		\$40,000
Total - Gen. Gov't Building	\$247,705	\$20,000	\$267,705	\$0	\$267,705
001093 Intermodal Facility (Depot) O & M:					
Personnel	\$0		\$0		\$0
Supplies & Expenses	25,400		25,400		\$25,400
Other Services & Charges	128,000		128,000		\$128,000
Capital Outlays	0		0		\$0
Total - Depot O & M	\$153,400	\$0	\$153,400	\$0	\$153,400
001094 Metro Planning					
Personnel	\$268,647	-\$11,247	\$257,400		\$257,400
Supplies & Expenses	18,200		18,200		\$18,200
Other Services & Charges	329,700		329,700		\$329,700
Capital Outlays	0		0		\$0
Total - Metro Planning	\$616,547	-\$11,247	\$605,300	\$0	\$605,300
001095 Gen. Gov't Insurance/Other serv.					
Personnel	\$0		\$0		\$0
Supplies & Expenses	1,000		1,000		\$1,000
Other Services & Charges	2,745,160		2,745,160		\$2,745,160
Capital Outlays			0		\$0
Total - Gen. Gov't Insur/other Serv.	\$2,746,160	\$0	\$2,746,160	\$0	\$2,746,160
001096 Federal Programs Administration					
Personnel	\$0		0		\$0
Supplies	0		0		\$0
Other Services & Charges	0		0		\$0
Capital Outlay	0		0		\$0
Total - Federal Programs Admin.	\$0	\$0	\$0	\$0	\$0
Recap - General Government Cost Centers					
Personnel	\$4,718,129	-\$36,110	\$4,682,019	-\$6,075	\$4,675,944
Supplies & Expenses	\$241,600	\$300	\$241,900	\$0	\$241,900
Other Services & Charges	\$4,983,985	\$42,470	\$5,026,455	\$0	\$5,026,455
Capital Outlays	\$494,346	\$20,000	\$514,346	\$0	\$514,346
Total - Gen. Government	\$10,438,060	\$26,660	\$10,464,720	-\$6,075	\$10,458,645
001100 Police					
Personnel	\$11,352,098		\$11,352,098		\$11,352,098
Supplies & Expenses	734,794	11,101	745,895		\$745,895
Other Services & Charges	608,625	-1,932	606,693		\$606,693
Capital Outlays	275,000	201,000	476,000		\$476,000
Total - Police	\$12,970,517	\$210,169	\$13,180,686	\$0	\$13,180,686
001131 Police & Fire Training					
Personnel	\$37,723		\$37,723		\$37,723
Supplies & Expenses	118,732	\$6,500	125,232		\$125,232
Other Services & Charges	78,745	-7,689	71,056		\$71,056
Capital Outlays	10,000	7,000	17,000		\$17,000
Total - Police & Fire Training	\$245,200	\$5,811	\$251,011	\$0	\$251,011
001160 Fire					
Personnel	\$8,166,950	-\$44,820	\$8,122,130		\$8,122,130

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2019

	Original FY 2019 Budgets	November Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets
Supplies & Expenses	274,789		274,789		\$274,789
Other Services & Charges	339,871	44,820	384,691		\$384,691
Capital Outlays	0		0		\$0
Total - Fire Dept.	\$8,781,610	\$0	\$8,781,610	\$0	\$8,781,610
001180 Code Enforcement					
Personnel	\$621,455		\$621,455		\$621,455
Supplies & Expenses	30,600		30,600		\$30,600
Other Services & Charges	337,475		337,475		\$337,475
Capital Outlays	0		0		\$0
Total - Code Enforcement	\$989,530	\$0	\$989,530	\$0	\$989,530
001190 Contractual Services - Public Safety					
Personnel	\$182,380	\$34,346	\$216,726		\$216,726
Supplies & Expenses	0		0		\$0
Other Services & Charges	1,276,000		1,276,000		\$1,276,000
Capital Outlays			0		\$0
Total - Cont. Serv. - Public Safety	\$1,458,380	\$34,346	\$1,492,726	\$0	\$1,492,726
<u>Public Services Cost Centers:</u>					
001191 Traffic Maint.					
Personnel	\$369,651		\$369,651		\$369,651
Supplies & Expenses	142,191		142,191		\$142,191
Other Services & Charges	46,446		46,446		\$46,446
Capital Outlays	0		0		\$0
Total - Traffic Maint.	\$558,288	\$0	\$558,288	\$0	\$558,288
001201 Streets					
Personnel	\$1,531,211	\$21,201	\$1,552,412	-\$22,000	\$1,530,412
Supplies & Expenses	509,906		509,906		\$509,906
Other Services & Charges	1,390,755		1,390,755		\$1,390,755
Capital Outlays	0		0		\$0
Total - Streets	\$3,431,872	\$21,201	\$3,453,073	-\$22,000	\$3,431,073
001202 Street Lights					
Personnel			\$0		\$0
Supplies & Expenses			0		\$0
Other Services & Charges	1,160,000	20,000	1,180,000		\$1,180,000
Capital Outlays	0		0		\$0
Total - Street Lights	\$1,160,000	\$20,000	\$1,180,000	\$0	\$1,180,000
001203 Engineering					
Personnel	\$455,218		\$455,218		\$455,218
Supplies & Expenses	11,040		11,040		\$11,040
Other Services & Charges	303,860		303,860		\$303,860
Capital Outlays	25,000		25,000		\$25,000
Total - Engineering	\$795,118	\$0	\$795,118	\$0	\$795,118
001204 Shop					
Personnel	\$566,477	-\$36,215	\$530,262		\$530,262
Supplies & Expenses	49,386		49,386		\$49,386
Other Services & Charges	39,484		39,484		\$39,484
Capital Outlays	0		0		\$0
Total - Shop	\$655,347	-\$36,215	\$619,132	\$0	\$619,132
001205 GOFs					

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2019

	Original FY 2019 Budgets	November Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets
Personnel	\$100,721		\$100,721		\$100,721
Supplies & Expenses	8,050		8,050		\$8,050
Other Services & Charges	18,800		18,800		\$18,800
Capital Outlays	0		0		\$0
Total - GOFS	\$127,571	\$0	\$127,571	\$0	\$127,571
001206 Drainage					
Personnel	\$101,445	\$1,992	\$103,437		\$103,437
Supplies & Expenses	65,100		65,100		\$65,100
Other Services & Charges	137,102		137,102		\$137,102
Capital Outlays	818,450	-388,450	430,000		\$430,000
Total - Drainage	\$1,122,097	-\$386,458	\$735,639	\$0	\$735,639
001207 Construction					
Personnel	\$821,370		\$821,370		\$821,370
Supplies & Expenses	163,600		163,600		\$163,600
Other Services & Charges	90,304		90,304		\$90,304
Capital Outlays	0		0		\$0
Total - Construction	\$1,075,274	\$0	\$1,075,274	\$0	\$1,075,274
001220 Sanitation					
Personnel	\$1,731,635	-\$43,240	1,688,395	-\$17,470	\$1,670,925
Supplies & Expenses	319,226		319,226		\$319,226
Other Services & Charges	1,207,750		1,207,750		\$1,207,750
Capital Outlays	275,530		275,530	46,000	\$321,530
Total - Sanitation	\$3,534,141	-\$43,240	\$3,490,901	\$28,530	\$3,519,431
001221 Street Cleaning					
Personnel	\$45,170		\$45,170		\$45,170
Supplies & Expenses	19,800		19,800		\$19,800
Other Services & Charges	2,600		2,600		\$2,600
Capital Outlays	0		0		\$0
Total - Street Cleaning	\$67,570	\$0	\$67,570	\$0	\$67,570
001250 Health					
Personnel	\$807,294	-\$28,340	\$778,954		\$778,954
Supplies & Expenses	157,800		157,800		\$157,800
Other Services & Charges	9,700		9,700		\$9,700
Capital Outlays	0		0		\$0
Total - Health	\$974,794	-\$28,340	\$946,454	\$0	\$946,454
Recap - Public Services:					
Personnel	\$6,530,192	-\$84,602	\$6,445,590	-\$39,470	\$6,406,120
Supplies & Expenses	\$1,446,099	0	1,446,099	0	\$1,446,099
Other Services & Charges	\$4,406,801	20,000	4,426,801	0	\$4,426,801
Capital Outlays	\$1,118,980	-388,450	730,530	46,000	\$776,530
Total - Public Services	\$13,502,072	-\$453,052	\$13,049,020	\$6,530	\$13,055,550
001260 Animal Control					
Personnel	\$156,047		\$156,047		\$156,047
Supplies & Expenses	15,400		15,400		\$15,400
Other Services & Charges	156,685		156,685		\$156,685
Capital Outlays	0		0		\$0
Total - Animal Control	\$328,132	\$0	\$328,132	\$0	\$328,132
001280 Human/Social Assist.					
Personnel			\$0		\$0

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2019

	Original FY 2019 Budgets	November Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets
Supplies & Expenses			0		\$0
Other Services & Charges	243,000		243,000		\$243,000
Capital Outlays			0		\$0
Total - Human/Social Assist.	\$243,000	\$0	\$243,000	\$0	\$243,000
001402 Economic Dev.					
Personnel			\$0		\$0
Supplies & Expenses			0		\$0
Other Services & Charges	255,000	109,482	364,482	45,545	\$410,027
Capital Outlays			0		\$0
Total - Economic Dev.	\$255,000	\$109,482	\$364,482	\$45,545	\$410,027
001460 Debt Service					
Principal	\$1,796,520		\$1,796,520		\$1,796,520
Interest	440,935		\$440,935		\$440,935
Paying Agent Fee	3,000		\$3,000		\$3,000
Total Debt Service	\$2,240,455	\$0	\$2,240,455	\$0	\$2,240,455
001551 Airport					
Personnel	\$0		\$0		\$0
Supplies & Expenses	38,200		38,200		\$38,200
Other Services & Charges	43,708	1,000	44,708		\$44,708
Capital Outlays	0		0		\$0
Total - Airport	\$81,908	\$1,000	\$82,908	\$0	\$82,908
001553 Cemetery					
Personnel	\$754,521		\$754,521		\$754,521
Supplies & Expenses	87,550		87,550		\$87,550
Other Services & Charges	60,401		60,401		\$60,401
Capital Outlays	181,000		181,000	-46,000	\$135,000
Total - Cemetery	\$1,083,472	\$0	\$1,083,472	-\$46,000	\$1,037,472
001560 Parking Garages					
Personnel	\$141,340		\$141,340		\$141,340
Supplies & Expenses	8,450		8,450		\$8,450
Other Services & Charges	70,350		70,350		\$70,350
Capital Outlays	0		0		\$0
Total - Parking Garages	\$220,140	\$0	\$220,140	\$0	\$220,140
Transfers to Other Funds	\$3,530,000		\$3,530,000		\$3,530,000
EXPENDITURES & TRANSFERS	\$56,367,476	-\$65,584	\$56,301,892	\$0	\$56,301,892
Recap - General Fund					
Personnel	\$32,660,835	-\$131,186	\$32,529,649	-\$45,545	\$32,484,104
Supplies & Expenses	2,996,214	17,901	3,014,115	0	3,014,115
Other Services & Charges	12,863,646	208,151	13,071,797	45,545	13,117,342
Capital Outlays	2,079,326	-160,450	1,918,876	0	1,918,876
Principal Payments	1,796,520	0	1,796,520	0	1,796,520
Interest Payments	440,935	0	440,935	0	440,935
Total - Gen. Fund Cost Centers	\$52,837,476	-\$65,584	\$52,771,892	\$0	\$52,771,892
Transfers to Other Funds	3,530,000	0	3,530,000	0	3,530,000
Total - Expenditures & Transfers	\$56,367,476	-\$65,584	\$56,301,892	\$0	\$56,301,892
Ending Cash Budget	\$2,400,674	\$0	\$2,400,674	\$0	\$2,400,674

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2019

		Original FY 2019 Budgets	November Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets
Parks & Recreation (Fund #2):						
002300	Recreation Maint. Cost Center					
	Personnel	\$1,411,338		\$1,411,338		\$1,411,338
	Supplies & Expenses	420,850		420,850		\$420,850
	Other Services & Charges	523,287		523,287		\$523,287
	Capital Outlays	886,000		886,000		\$886,000
	Total - Recreation Maint.	\$3,241,475	\$0	\$3,241,475	\$0	\$3,241,475
002315	Recreation Admin.					
	Personnel	\$567,470		\$567,470		\$567,470
	Supplies & Expenses	105,187		105,187		\$105,187
	Other Services & Charges	462,592		462,592		\$462,592
	Capital Outlays	0		0		\$0
	Total - Recreation Admin.	\$1,135,249	\$0	\$1,135,249	\$0	\$1,135,249
	Kamper Park Zoo					
	Personnel	\$0		\$0		\$0
	Supplies & Expenses	0		0		\$0
	Other Services & Charges	0		0		\$0
	Capital Outlays	0		0		\$0
	Total - Kamper Park	\$0	\$0	\$0	\$0	\$0
Recap - Parks & Recreation Fund:						
	Personnel	\$1,978,808	\$0	\$1,978,808	\$0	\$1,978,808
	Supplies & Expenses	526,037	0	526,037	0	\$526,037
	Other Services & Charges	985,879	0	985,879	0	\$985,879
	Capital Outlays	886,000	0	886,000	0	\$886,000
	Total - Recreation Maint.	\$4,376,724	\$0	\$4,376,724	\$0	\$4,376,724
Municipal Fire Protection (Fund #5):						
	Personnel	\$0		\$0		\$0
	Supplies & Expenses	68,500		68,500		\$68,500
	Other Services & Charges	22,200	45,000	67,200		\$67,200
	Capital Outlays	397,100	-45,000	352,100		\$352,100
	Principal Payments	251,500		251,500		\$251,500
	Interest Payments	15,080		15,080		\$15,080
	Total - Municipal Fire Prot. Fund	\$754,380	\$0	\$754,380	\$0	\$754,380
Special Streets (Fund #8):						
	Personnel	\$0		\$0		\$0
	Supplies & Expenses	0		0		\$0
	Other Services & Charges	60,000		60,000		\$60,000
	Capital Outlays	0		0		\$0
	Total - Special Streets	\$60,000	\$0	\$60,000	\$0	\$60,000
Water & Sewer Operation & Maint. (Fund #9):						
009660	Customer Accounts Cost Center					
	Personnel	\$515,724		\$515,724		\$515,724
	Supplies & Expenses	42,196		42,196		\$42,196
	Other Services & Charges	150,300		150,300	50,000	\$200,300
	Capital Outlays	34,430	1,938	36,368		\$36,368
	Total - Customer Accounts	\$742,650	\$1,938	\$744,588	\$50,000	\$794,588
009672	Water Transmission Cost Center					
	Personnel	\$839,317		\$839,317		\$839,317
	Supplies & Expenses	236,500		236,500		\$236,500

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2019

	Original FY 2019 Budgets	November Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets
Other Services & Charges	1,052,515		1,052,515		\$1,052,515
Capital Outlays	55,000		55,000		\$55,000
Total - Water Trans.	\$2,183,332	\$0	\$2,183,332	\$0	\$2,183,332
009673 Plant Cost Center					
Personnel	\$695,552		\$695,552		\$695,552
Supplies & Expenses	174,900		174,900		\$174,900
Other Services & Charges	1,206,654		1,206,654		\$1,206,654
Capital Outlays	20,000		20,000		\$20,000
Total - Plant	\$2,097,106	\$0	\$2,097,106	\$0	\$2,097,106
009676 Sewer Cost Center					
Personnel	\$677,429		\$677,429		\$677,429
Supplies & Expenses	323,600		323,600		\$323,600
Other Services & Charges	1,914,500		1,914,500	200,000	\$2,114,500
Capital Outlays	417,000	4,533	421,533		\$421,533
Total - Sewer	\$3,332,529	\$4,533	\$3,337,062	\$200,000	\$3,537,062
009677 Lagoon Cost Center					
Personnel	\$253,929		\$253,929		\$253,929
Supplies & Expenses	374,100		374,100		\$374,100
Other Services & Charges	2,714,400		2,714,400		\$2,714,400
Capital Outlays	0		0		\$0
Principal Payments	0		0		\$0
Interest Payments	0		0		\$0
Total - Lagoon Cost Center	\$3,342,429	\$0	\$3,342,429	\$0	\$3,342,429
Recap: Water & Sewer O & M Fund:					
Personnel	\$2,981,951	\$0	\$2,981,951	\$0	\$2,981,951
Supplies & Expenses	1,151,296	0	1,151,296	0	\$1,151,296
Other Services & Charges	7,038,369	0	7,038,369	250,000	\$7,288,369
Capital Outlays	526,430	6,471	532,901	0	\$532,901
Principal Payments	0	0	0	0	\$0
Interest Payments	0	0	0	0	\$0
Total - Water & Sewer O & M Fund	\$11,698,046	\$6,471	\$11,704,517	\$250,000	\$11,954,517
Water & Sewer Bond & Int. (Fund #10):					
Principal Payments	\$5,159,000		\$5,159,000		\$5,159,000
Interest Payments	\$2,352,617		\$2,352,617		\$2,352,617
Paying Agent Fees	\$15,000		\$15,000		\$15,000
Total - W & S Bond & Int. Fund	\$7,526,617	\$0	\$7,526,617	\$0	\$7,526,617
Water & Sewer Revenue (Fund #11):					
Principal Payments	\$24,682		\$24,682		\$24,682
Interest Payments	190		190		\$190
Other services & charges	81,700		81,700		\$81,700
Transfers to other funds	21,900,628		21,900,628		\$21,900,628
Total - W & S Revenue Fund	\$22,007,200	\$0	\$22,007,200	\$0	\$22,007,200
1999 Tax Increment (Walmart) Bond & Int (Fund #12):					
Principal Payments	\$0		\$0		\$0
Interest Payments	0		0		\$0
Transfers	0		0		\$0
Paying Agent Fees	0		0		\$0
Total - 1999 TIF Bond & Int Fund	\$0	\$0	\$0	\$0	\$0
City Bond & Interest (Fund #13):					

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2019

	Original FY 2019 Budgets	November Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets
Principal Payments	\$910,000		\$910,000		\$910,000
Interest Payments	82,100		82,100		\$82,100
Other Services & Charges	33,000		33,000		\$33,000
Paying Agent Fees	10,000		10,000		\$10,000
Total - 1999 TIF Bond & Int Fund	\$1,035,100	\$0	\$1,035,100	\$0	\$1,035,100

USA Yeast Bond & Interest (Fund #15):

Principal Payments	\$0		\$0		\$0
Interest Payments	0		0		\$0
Transfers Out	0		0		\$0
other services & charges	0		0		\$0
Total - 1999 TIF Bond & Int Fund	\$0	\$0	\$0	\$0	\$0

Police Fines & Forfeitures (Fund #19):

Personnel	\$0		\$0		\$0
Supplies & Expenses	30,000		30,000	131,257	\$161,257
Other Services & Charges	48,000		48,000		\$48,000
Capital Outlays	328,000	-6,600	321,400	-117,306	\$204,094
Transfers	0		0		\$0
Total - Fines & Forf. Fund	\$406,000	-\$6,600	\$399,400	\$13,951	\$413,351

Series 2002 TIF Bond & Int (Southern Pointe, Fund #20):

Principal Payments	\$150,000		\$150,000		\$150,000
Interest Payments	97,000		97,000		\$97,000
other services & charges	2,000		2,000		\$2,000
Total - 1999 TIF Bond & Int Fund	\$249,000	\$0	\$249,000	\$0	\$249,000

Series 2004 TIF Bond & Int (Home Depot, Fund #21):

Principal Payments	\$0		\$0		\$0
Interest Payments	0		0		\$0
Transfers	0	44	44		\$44
other services & charges	0		0		\$0
Total - 2004 TIF Bond & Int Fund	\$0	\$44	\$44	\$0	\$44

Series 2003 TIF Bond & Int (Chauvet Sq., Fund #22):

Principal Payments	\$125,000		\$125,000		\$125,000
Interest Payments	65,800		65,800		\$65,800
other services & charges	2,000		2,000		\$2,000
Transfers to other Funds	0		0		\$0
Total - 2003 TIF Bond & Int Fund	\$192,800	\$0	\$192,800	\$0	\$192,800

Series 2007 TIFBond & Int (Turtle Creek Fund 23):

Principal Payments	390,000		390,000		\$390,000
Interest Payments	59,730		59,730		\$59,730
Other Services & Charges	4,000		4,000		\$4,000
Total - 2007 TIF Bond & Int Fund	\$453,730	\$0	\$453,730	\$0	\$453,730

Series 2008 TIF Bond & Int (Lincoln Center Fund 24):

Principal Payments	\$45,000		45,000		\$45,000
Interest Payments	\$9,800		9,800		\$9,800
Other Services & Charges	\$1,000		1,000		\$1,000
Total - 2008 TIF Bond & Int Fund	\$55,800	\$0	\$55,800	\$0	\$55,800

Series 2011 TIF Bond & Int (Turtle Creek Commons/Kohl's Fund 25):

Principal Payments	\$80,000		80,000		\$80,000
Interest Payments	\$12,250		12,250		\$12,250

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2019

	Original FY 2019 Budgets	November Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets
Other Services & Charges	\$2,000		2,000		\$2,000
Total - 2008 TIF Bond & Int Fund	\$94,250	\$0	\$94,250	\$0	\$94,250
Series 22016 TIF Bond & Int (Whispering Pines Fund 26):					
Principal Payments	\$162,000		162,000		\$162,000
Interest Payments	\$117,623		117,623		\$117,623
Other Services & Charges	\$2,000		2,000		\$2,000
Total - 2008 TIF Bond & Int Fund	\$281,623	\$0	\$281,623	\$0	\$281,623
Series 2016 TIF Bond & Int (Hburg Clinic Midtown Fund 28):					
Principal Payments	\$47,000		47,000		\$47,000
Interest Payments	\$28,485		28,485		\$28,485
Other Services & Charges			0		\$0
Total - 2008 TIF Bond & Int Fund	\$75,485	\$0	\$75,485	\$0	\$75,485
Airport Imp. (Fund #39):					
Personnel	\$0		\$0		\$0
Supplies & Expenses	0		0		\$0
Other Services & Charges	0		0		\$0
Capital Outlays	932,765	-658,050	274,715	1,182,000	\$1,456,715
Total - Airport Imp. Fund	\$932,765	-\$658,050	\$274,715	\$1,182,000	\$1,456,715
Series 2015A TIF Bond & Int (The Ridge at Turtle Creek) (Fund #50)					
Principal Payments	61000		61,000		61,000
Interest Payments	59263		59,263		59,263
Paying Agent Fees	1940		1,940		1,940
Other Services & Charges	0		0		0
Total - 2007 G.O.Refunding	\$ 122,203	\$ -	\$ 122,203	\$ -	\$ 122,203
Series 2015B TIF Bond & Int (Midtown Market) (Fund #51)					
Principal Payments	10000		10,000		10,000
Interest Payments	10175		10,175		10,175
Paying Agent Fees	2000		2,000		2,000
Other Services & Charges			0		0
Total - 2007 G.O.Refunding	\$ 22,175	\$ -	\$ 22,175	\$ -	\$ 22,175
Municipal Road & Bridge (Fund #72):					
Personnel	\$0		\$0		\$0
Supplies & Expenses	0		0		\$0
Other Services & Charges	1,640,800		1,640,800		\$1,640,800
Capital Outlays	5,373,230	-1,368,075	4,005,155		\$4,005,155
Principal	0		0		\$0
Interest	0		0		\$0
Total - Municipal Road & Bridge	\$7,014,030	-\$1,368,075	\$5,645,955	\$0	\$5,645,955
Mass Transit (Fund #73):					
Personnel	\$1,116,146		\$1,116,146		\$1,116,146
Supplies & Expenses	197,400		197,400		\$197,400
Other Services & Charges	436,450	25,212	461,662		\$461,662
Capital Outlays	2,806,880	121,076	2,927,956		\$2,927,956
Total - Mass Transit Fund	\$4,556,876	\$146,288	\$4,703,164	\$0	\$4,703,164
Water & Sewer Construction (Fund #75):					
Personnel	\$0		\$0		\$0
Supplies & Expenses	0		0		\$0

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2019

	Original FY 2019 Budgets	November Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets
Other Services & Charges	1,400,000		1,400,000		\$1,400,000
Transfers					
Capital Outlays	3,679,144	-611,377	3,067,767		\$3,067,767
Total - W & S Construction Fund	\$5,079,144	-\$611,377	\$4,467,767	\$0	\$4,467,767
Community Centers (Fund #77):					
Personnel	\$594,834	\$32,696	\$627,530		\$627,530
Supplies & Expenses	67,750	-100	67,650		\$67,650
Other Services & Charges	177,877		177,877		\$177,877
Capital Outlays	130,000	100	130,100		\$130,100
Total - Community Centers Fund	\$970,461	\$32,696	\$1,003,157	\$0	\$1,003,157
Community Dev. Block Grant (Fund #82):					
Personnel	\$208,083		\$208,083		\$208,083
Supplies & Expenses	4,600		4,600		\$4,600
Other Services & Charges	87,572		87,572		\$87,572
Capital Outlays	1,336,292	-88,188	1,248,104		\$1,248,104
Transfers	0		0		\$0
Total - CDBG Fund	\$1,636,547	-\$88,188	\$1,548,359	\$0	\$1,548,359
Series 2009 G.O. Bonds - AMR Project (Fund #78)					
Supplies	\$0		0		\$0
Other Services & Charges	\$0		0		\$0
Transfers Out	\$0		0		\$0
Capital Outlay	0		0		\$0
Total - Series 2009 G.O. Bonds	\$0	\$0	\$0	\$0	\$0
Public Safety/Recreation Construction (Fund #88):					
Personnel	\$0		\$0		\$0
Supplies & Expenses	0		0		\$0
Other Services & Charges	247,000	100,000	347,000		\$347,000
Capital Outlays	0	137,232	137,232		\$137,232
Transfers to other Funds	0		0		\$0
Total - Series 2002 Const. Fund	\$247,000	\$237,232	\$484,232	\$0	\$484,232
MDA Energy Efficiency Capital Projects (Fund 89):					
Personnel	\$0		\$0		\$0
Supplies & Expenses	0		0		\$0
Other Services & Charges	0		0		\$0
Capital Outlays	0	200,798	200,798		\$200,798
Transfers	0		0		\$0
Total - Series 2004 Const. Fund	\$0	\$200,798	\$200,798	\$0	\$200,798
Series 2008 G.O. Note (Downtown Lighting)(Fund # 90):					
Personnel	\$0		\$0		\$0
Supplies & Expenses	0		0		\$0
Other Services & Charges	0		0		\$0
Capital Outlays	0		0		\$0
Transfers	0		0		\$0
Total - Series 2004 Const. Fund	\$0	\$0	\$0	\$0	\$0
TIF Construction (Fund # 91):					
Personnel	\$0		\$0		\$0
Supplies & Expenses	0		0		\$0
Other Services & Charges	0		0		\$0
Capital Outlays	0		0		\$0
Transfers	0		0		\$0

CITY OF HATTIESBURG, MS
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2019

	Original FY 2019 Budgets	November Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets
Total - Series 2004 Const. Fund	\$0	\$0	\$0	\$0	\$0
Series 2001 G.O. Bond Construction (Fund # 95):					
Personnel	\$0		\$0		\$0
Supplies & Expenses	0		0		\$0
Other Services & Charges	0		0		\$0
Capital Outlays	0		0		\$0
Transfers	0		0		\$0
Total - Series 2001 Const. Fund	\$0	\$0	\$0	\$0	\$0
Mississippi Dev. Bank Construction (Fund # 96):					
Personnel	\$0		\$0		\$0
Supplies & Expenses	0		0		\$0
Other Services & Charges	0		0		\$0
Transfers			0		\$0
Capital Outlays	0		0		\$0
Total - MDB Fund	\$0	\$0	\$0	\$0	\$0
Kemper Park Imp. (Fund #98):					
Personnel	\$0		\$0		\$0
Supplies & Expenses	0		0		\$0
Other Services & Charges	0		0		\$0
Capital Outlays	2,255	-4	2,251		\$2,251
Total - Kemper Park Imp. Fund	\$2,255	-\$4	\$2,251	\$0	\$2,251
Series 2010 Water & Sewer G.O. Constr. (Fund #99):					
Personnel					\$0
Supplies & Expenses					\$0
Other Services & Charges			0		\$0
Capital Outlay	\$0		0		\$0
Transfers out	\$0		0		\$0
Total - Series 2010 Constr.	\$0	\$0	\$0	\$0	\$0
Series 2013 Water & Sewer Revenue Constr. (Fund #105):					
Personnel			0		\$0
Supplies & Expenses			0		\$0
Other Services & Charges	\$0		0		\$0
Capital Outlay	\$352,886	\$384	353,270		\$353,270
Transfers			0		\$0
Total - Series 2013 Constr.	\$352,886	\$384	\$353,270	\$0	\$353,270
Series 2016 Water & Sewer Taxable Bonds Constr. (Fund #93):					
Personnel			0		\$0
Supplies & Expenses			0		\$0
Other Services & Charges	\$344,917		344,917		\$344,917
Capital Outlay	\$18,755,083	\$682,772	19,437,855		\$19,437,855
Transfers			0		\$0
Total - Series 2016 Constr.	\$19,100,000	\$682,772	\$19,782,772	\$0	\$19,782,772
Series 2012 Water & Sewer Const. (Fund #94):					
Personnel	\$0		\$0		\$0
Supplies & Expenses	0		0		\$0
Other Services & Charges	0		0		\$0
Capital Outlays	0		0		\$0
Transfers Out	0	62	62		\$62

CITY OF HATTIESBURG, MS
 Analysis of Expenditure Budgets - Funds Other Than General
 Fiscal Year Ending September 30, 2019

	Original FY 2019 Budgets	November Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets
<i>Total - Series 2012 Const.</i>	<u>\$0</u>	<u>\$62</u>	<u>\$62</u>	<u>\$0</u>	<u>\$62</u>
 GRAND TOTAL - FUNDS OTHER THAN THE GENERAL FUND	 \$89,303,097	 -\$1,425,547	 \$87,877,550	 \$1,445,951	 \$89,323,501
General Fund	\$56,367,476	-\$65,584	\$56,301,892	\$0	\$56,301,892
TOTAL EXPENDITURES & TRANSFERS	<u>\$145,670,573</u>	<u>-\$1,491,131</u>	<u>\$144,179,442</u>	<u>\$1,445,951</u>	<u>\$145,625,393</u>
Less: Interfund Transfers	-25,430,628	-106	-25,430,734	0	-25,430,734
TOTAL EXPENDITURES	<u>\$120,239,945</u>	<u>-\$1,491,237</u>	<u>\$118,748,708</u>	<u>\$1,445,951</u>	<u>\$120,194,659</u>
 <u>Recap of City-Wide Expenditure Budgets:</u>					
Personnel	\$39,540,657	-\$98,490	\$39,442,167	-\$45,545	\$39,396,622
Supplies & Expenses	\$5,041,797	\$17,801	\$5,059,598	\$131,257	\$5,190,855
Other Services & Charges	\$25,509,350	\$378,363	\$25,887,713	\$295,545	\$26,183,258
Capital Outlays	\$37,585,391	-\$1,788,911	\$35,796,480	\$1,064,694	\$36,861,174
Principal Payments	9,211,702	0	9,211,702	0	9,211,702
Interest Payments	3,351,048	0	3,351,048	0	3,351,048
Total Expenditure Budgets	<u>\$120,239,945</u>	<u>-\$1,491,237</u>	<u>\$118,748,708</u>	<u>\$1,445,951</u>	<u>\$120,194,659</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

GENERAL FUND:

REVENUES & BEG. CASH:

Taxes - Other	\$36,000
Licenses & Permits	4,454,800
Inter-governmental Revenues:	
Federal Grants	1,785,850
State Grants	143,368
State-Shared Revenues	23,472,000
County Shared Revenues	0
Charges for Services:	
Public safety	202,000
Streets	1,000
Sanitation	2,225,000
Misc.	0
Fines & Forfeits	1,235,000
Miscellaneous	299,900
Transfers-In	870,000
Non-Revenue Receipts	207,412
Total From All Sources	
Other Than taxation	34,932,330
Beginning Cash and	
Investment Balance	6,532,636
Reserve for Future Debt Service	(900,000)
Amount to be Raised by Tax Levy	18,137,600
TOTAL FROM ALL SOURCES	\$58,702,566

EXPENDITURES & ENDING CASH:

General Government:	
Personnel	4,675,944
Supplies & Expenses	241,900
Other services & Charges	5,026,455
Capital Outlays	514,346
Total - General Government	10,458,645
Police Dept.:	
Personnel	11,352,098
Supplies & Expenses	745,895
Other services & Charges	606,693
Capital Outlays	476,000
Total - Police Dept.	13,180,686
Police & Fire Training:	
Personnel	37,723
Supplies & Expenses	125,232
Other services & Charges	71,056
Capital Outlays	17,000
Total - Police & Fire Training	251,011
Fire Dept.:	
Personnel	8,122,130
Supplies & Expenses	274,789
Other services & Charges	384,691
Capital Outlays	0
Total - Fire Dept.	8,781,610
Land Development Administration:	
Personnel	621,455
Supplies & Expenses	30,600
Other services & Charges	337,475
Capital Outlays	0
Total - Land Dev. Admin.	989,530

Public Safety Contractual Services:	
Personnel	216,726
Other services & Charges	1,276,000
Total - Pub. Safety Cont. Serv.	<u>1,492,726</u>
Public Services:	
Personnel	6,406,120
Supplies & Expenses	1,446,099
Other services & Charges	4,426,801
Capital Outlays	776,530
Total - Public Services	<u>13,055,550</u>
Animal Control	
Personnel	156,047
Supplies & Expenses	15,400
Other services & Charges	156,685
Capital Outlays	0
Total - Animal Control	<u>328,132</u>
Human/Social	
Other services & Charges	243,000
Total - Human/Social	<u>243,000</u>
Economic Development	
Personnel	
Supplies & Expenses	
Other services & Charges	410,027
Capital Outlays	0
Total - Eco. Dev.	<u>410,027</u>
Debt Service:	
Principal Payments	1,796,520
Interest Payments	440,935
Paying Agent Fee	3,000
Total - Debt service	<u>2,240,455</u>
Airport	
Personnel	0
Supplies & Expenses	38,200
Other services & Charges	44,708
Capital Outlays	0
Total - Airport	<u>82,908</u>
Cemetery	
Personnel	754,521
Supplies & Expenses	87,550
Other services & Charges	60,401
Capital Outlays	135,000
Total - Cemetery	<u>1,037,472</u>
Parking Garages	
Personnel	141,340
Supplies & Expenses	8,450
Other services & Charges	70,350
Capital Outlays	0
Total - Parking Garages	<u>220,140</u>
Operating Transfers Out	3,530,000
Total Expenditures & Transfers	<u>56,301,892</u>
Ending Cash Balance	<u>\$2,400,674</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$58,702,566</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

PARKS & RECREATION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants	\$0
State Grants	0
County Shared Revenues	0
Misc. grants	0

Charges for Services:

Culture & Recreation	39,960
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Miscellaneous	10,700
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Transfers-In	2,600,000
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Non-Revenue Receipts	0
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Total From All Sources	
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Other Than taxation	2,650,660
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Beginning Cash and Investment Balance	1,056,158
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Amount to be Raised by Tax Levy	900,000
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TOTAL FROM ALL SOURCES	\$4,606,818
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EXPENDITURES & ENDING CASH:

Culture & Recreation:

Personnel	1,978,808
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Supplies & Expenses	526,037
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Other services & Charges	985,879
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Capital Outlays	886,000
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Total Expenditures	\$4,376,724
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Cash balance at End of Year	230,094
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TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$4,606,818
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CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

MUNICIPAL FIRE PROTECTION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

State-Shared Revenues	\$257,000
Charges for Services	95,652
Fines & Forfeits	0
Miscellaneous	3,000
Transfers In	0
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	<u>355,652</u>
Beginning Cash and	
Investment Balance	<u>465,299</u>
TOTAL FROM ALL SOURCES	<u><u>\$820,951</u></u>

EXPENDITURES & ENDING CASH:

Public Safety:

Personnel	\$0
Supplies & Expenses	68,500
Other services & Charges	67,200
Capital Outlays	352,100
Lease Debt Service - Principal	251,500
Lease Debt Service - Interest	<u>15,080</u>
Total Expenditures	<u>\$754,380</u>
Cash balance at End of Year	<u>66,571</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$820,951</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

SPECIAL STREET
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants	\$0
State Shared Revenues	60,000
Misc. grants	0
Miscellaneous	500
Non-Revenue Receipts	<u>0</u>
Total From All Sources	
Other Than taxation	<u>60,500</u>
Beginning Cash and	
Investment Balance	<u>3,759</u>
TOTAL FROM ALL SOURCES	<u><u>\$64,259</u></u>

EXPENDITURES & ENDING CASH:

Public Services:

Supplies & Expenses	0
Other services & Charges	60,000
Capital Outlays	<u>0</u>
Total Expenditures	<u>\$60,000</u>
Cash balance at End of Year	<u>4,259</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$64,259</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

**WATER & SEWER OPERATION
AND MAINTENANCE FUND:**

REVENUES & BEG. CASH:

Charges for Services	\$25,000
Transfers-In	11,000,000
Miscellaneous	4,200
Non-Revenue Receipts	5,000
Total From All Sources	
Other Than taxation	11,034,200
Beginning Cash and	
Investment Balance	1,602,463
TOTAL FROM ALL SOURCES	\$12,636,663

EXPENDITURES & ENDING CASH:

Personnel	2,981,951
Supplies & Expenses	1,151,296
Other services & Charges	7,288,369
Capital Outlays	532,901
Lease Debt Service - Principal	0
Lease Debt Service - Interest	0
Total Expenditures	\$11,954,517
Cash balance at End of Year	682,146
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$12,636,663

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

**WATER & SEWER BOND
AND INTEREST FUND:**

REVENUES & BEG. CASH:

Transfers-In	\$5,700,000
Miscellaneous	22,000
Non-Revenue Receipts	
Total Revenues	<u>5,722,000</u>
Beginning Cash Balance	<u>12,201,681</u>
TOTAL FROM ALL SOURCES	<u>\$17,923,681</u>

EXPENDITURES & ENDING CASH:

Bonds Redeemed	5,159,000
Interest on Bonds	2,352,617
Paying Agent Fees	15,000
Total Expenditures	<u>7,526,617</u>
Cash balance at End of Year	<u>10,397,064</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u>\$17,923,681</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

WATER & SEWER ENTERPRISE FUND:

REVENUES & BEG. CASH:

Charges for Services:	
Licenses, Permits & Fees	\$4,000
Miscellaneous	3,500
Metered Water Sales	10,770,000
Taps	150,000
Water Turn-On Fees	50,000
Sewer Connections	40,000
Sewer Charges	10,989,700
Total Revenues	<u>22,007,200</u>
Beginning Fund Balance	<u>0</u>
TOTAL FROM ALL SOURCES	<u>\$22,007,200</u>

EXPENDITURES & ENDING CASH:

Other Services & Charges	81,700
Principal Redeemed - Notes	24,682
Interest on Notes	190
Operating Transfers Out	21,900,628
Total Expenditures	<u>\$22,007,200</u>
Cash balance at End of Year	<u>\$0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$22,007,200</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

CITY BOND & INTEREST
FUND (DEBT SERVICE FUND):

REVENUES & BEG. CASH:

County-Shared Revenues	\$0
Interest	15,000
Non-Revenue receipts	0
Transfers-In	0
Total From All Sources	
Other Than taxation	15,000
Beginning Cash and	
Investment Balance	5,973,992
Amount to be Raised by Tax Levy	1,935,000
TOTAL FROM ALL SOURCES	\$7,923,992

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	910,000
Interest on Bonds	82,100
Other Services & Charges	33,000
Paying Agent Fees	10,000
Total Expenditures	\$1,035,100
Cash balance at End of Year	6,888,892
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$7,923,992

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

FINES & FORFEITURES FUND:

REVENUES & BEG. CASH:

State grants	
Charges for Services	2,961
Fines & Forfeits	10,990
Miscellaneous	0
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	13,951
Beginning Cash and	
Investment Balance	399,459
TOTAL FROM ALL SOURCES	\$413,410

EXPENDITURES & ENDING CASH:

Public Safety:	
Personnel	0
Supplies & Expenses	161,257
Other services & Charges	48,000
Capital Outlays	204,094
Transfers Out	0
Total Expenditures	\$413,351
Cash balance at End of Year	59
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$413,410

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

SERIES 2002 TIF BOND & INTEREST
FUND (Southern Pointe Project):

REVENUES & BEG. CASH:

Interest	\$0
Transfers In	\$0
County-Shared Revenues	125,000
Total From All Sources	
Other Than taxation	125,000
Beginning Cash and	
Investment Balance	281,735
Amount to be Raised by Tax Levy	125,000
TOTAL FROM ALL SOURCES	\$531,735

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	150,000
Interest on Bonds	97,000
Other Services & Charges	2,000
Total Expenditures	\$249,000
Cash balance at End of Year	282,735
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$531,735

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

SERIES 2004 TIF BOND & INTEREST
FUND (Home Depot Project):

REVENUES & BEG. CASH:

Interest	\$0
County-Shared Revenues	0
Transfer From Other Funds	0
Total From All Sources	
Other Than taxation	0
Beginning Cash and	
Investment Balance	44
Amount to be Raised by Tax Levy	0
TOTAL FROM ALL SOURCES	\$44

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	0
Interest on Bonds	0
Transfers Out	44
Other Services & Charges	0
Total Expenditures	\$44
Cash balance at End of Year	0
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$44

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

SERIES 2003 TIF BOND & INTEREST
FUND (Chauvet Square Project):

REVENUES & BEG. CASH:

Interest	\$800
Transfer From Other Funds	<u>0</u>
Total From All Sources	
Other Than taxation	800
Beginning Cash and	
Investment Balance	284,502
Amount to be Raised by Tax Levy	<u>100,000</u>
TOTAL FROM ALL SOURCES	<u><u>\$385,302</u></u>

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	125,000
Interest on Bonds	65,800
Other Services & Charges	2,000
Transfers to Other Funds	<u>0</u>
Total Expenditures	<u>\$192,800</u>
Cash balance at End of Year	<u>192,502</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$385,302</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

SERIES 2007 TIF BOND & INTEREST
FUND (Turtle Creek):

REVENUES & BEG. CASH:

Interest	\$500
County Shared Revenue	\$112,433
Transfer From Other Funds	
Total From All Sources	
Other Than taxation	112,933
Beginning Cash and	
Investment Balance	74,306
Amount to be Raised by Tax Levy	400,000
TOTAL FROM ALL SOURCES	\$587,239

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	390,000
Interest on Bonds	59,730
Other Services & Charges	4,000
Total Expenditures	\$453,730
Cash balance at End of Year	133,509
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$587,239

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

2008 TIF BOND AND INTEREST FUND
FUND (Lincoln Center):

REVENUES & BEG. CASH:

Interest	\$350
County Shared Revenue	\$0
Transfer From Other Funds	0
Total From All Sources	
Other Than taxation	350
Beginning Cash and	
Investment Balance	65,769
Amount to be Raised by Tax Levy	60,000
TOTAL FROM ALL SOURCES	\$126,119

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	45,000
Interest on Bonds	9,800
Other Services & Charges	1,000
Total Expenditures	\$55,800
Cash balance at End of Year	70,319
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$126,119

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

2011 TIF BOND AND INTEREST FUND
FUND (Turtle Creek Crossing/Kohl's):

REVENUES & BEG. CASH:

Interest	\$70
County Shared Revenue	\$32,288
Transfer From Other Funds	
Total From All Sources	
Other Than taxation	32,358
Beginning Cash and	
Investment Balance	19,351
Amount to be Raised by Tax Levy	68,554
TOTAL FROM ALL SOURCES	\$120,263

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	80,000
Interest on Bonds	12,250
Other Services & Charges	2,000
Total Expenditures	\$94,250
Cash balance at End of Year	26,013
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$120,263

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

2016 TIF BOND AND INTEREST
FUND (Whispering Pines):

REVENUES & BEG. CASH:

Interest	\$700
County Shared Revenue	\$186,215
Transfer From Other Funds	<u>0</u>
Total From All Sources	
Other Than taxation	<u>186,915</u>
Beginning Cash and	
Investment Balance	251,664
Amount to be Raised by Tax Levy	<u>149,332</u>
TOTAL FROM ALL SOURCES	<u><u>\$587,911</u></u>

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	162,000
Interest on Bonds	117,623
Other Services & Charges	<u>2,000</u>
Total Expenditures	<u>\$281,623</u>
Cash balance at End of Year	<u>306,288</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$587,911</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

2016 TIF BOND AND INTEREST FUND
FUND (Hattiesburg Clinic Midtown):

REVENUES & BEG. CASH:

Interest	\$200
County Shared Revenue	\$37,643
Transfer From Other Funds	<u>0</u>
Total From All Sources	
Other Than taxation	<u>37,843</u>
Beginning Cash and	
Investment Balance	90,305
Amount to be Raised by Tax Levy	<u>0</u>
TOTAL FROM ALL SOURCES	<u><u>\$128,148</u></u>

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	47,000
Interest on Bonds	28,485
Other Services & Charges	<u>0</u>
Total Expenditures	<u>\$75,485</u>
Cash balance at End of Year	<u>52,663</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$128,148</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

AIRPORT IMPROVEMENT
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Federal Grants	\$1,896,988
State Shared Revenues	138,671
Miscellaneous	0
Transfers In	0
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	2,035,659
Beginning Cash and	
Investment Balance	(578,944)
TOTAL FROM ALL SOURCES	\$1,456,715

EXPENDITURES & ENDING CASH:

Public Services:	
Other services & Charges	0
Capital Outlays	1,456,715
Total Expenditures	\$1,456,715
Cash balance at End of Year	0
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$1,456,715

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

2015A TIF BOND AND INTEREST FUND
FUND (The Ridge at Turtle Creek):

REVENUES & BEG. CASH:

Interest	\$250
County Shared Revenue	\$30,065
Transfer From Other Funds	<u>0</u>
Total From All Sources	
Other Than taxation	<u>30,315</u>
Beginning Cash and	
Investment Balance	99,812
Amount to be Raised by Tax Levy	<u>90,197</u>
TOTAL FROM ALL SOURCES	<u><u>\$220,324</u></u>

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	61,000
Interest on Bonds	59,263
Other Services & Charges	<u>1,940</u>
Total Expenditures	<u>\$122,203</u>
Cash balance at End of Year	<u>98,121</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$220,324</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

2015B TIF BOND AND INTEREST FUND
FUND (Midtown Market):

REVENUES & BEG. CASH:

Interest	\$100
County Shared Revenue	\$11,088
Transfer From Other Funds	<u>0</u>
Total From All Sources	
Other Than taxation	<u>11,188</u>
Beginning Cash and	
Investment Balance	10,353
Amount to be Raised by Tax Levy	<u>11,088</u>
TOTAL FROM ALL SOURCES	<u><u>\$32,629</u></u>

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	10,000
Interest on Bonds	10,175
Other Services & Charges	<u>2,000</u>
Total Expenditures	<u>\$22,175</u>
Cash balance at End of Year	<u>10,454</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$32,629</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

MUNICIPAL ROAD & BRIDGE
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

State Grants	\$2,608,105
Federal Grants	0
County Shared Revenues	1,600,000
Miscellaneous	1,054,000
Transfers In	275,000
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	5,537,105
Beginning Cash and	
Investment Balance	109,231
TOTAL FROM ALL SOURCES	\$5,646,336

EXPENDITURES & ENDING CASH:

Public Services:

Supplies & Expenses	0
Other services & Charges	1,640,800
Capital Outlays	4,005,155
Principal Payments	0
Interest Payments	0
Total Expenditures	\$5,645,955
Cash balance at End of Year	381
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$5,646,336

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal year Ending September 30, 2019

**MASS TRANSIT OPERATING
SPECIAL REVENUE FUND:**

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
Federal Grants	\$4,121,247
State Grants	\$0
Miscellaneous	159,800
Transfers-In	130,000
Non-Revenue Reciepts	0
Total From All Sources	
Other Than taxation	4,411,047
Beginning Cash and	
Investment Balance	72,117
Amount to be Raised by Tax Levy	220,000
TOTAL FROM ALL SOURCES	\$4,703,164

EXPENDITURES & ENDING CASH:

Personnel	1,116,146
Supplies & Expenses	197,400
Other services & Charges	461,662
Capital Outlays	2,927,956
Total Expenditures	\$4,703,164
Cash balance at End of Year	0
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$4,703,164

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal year Ending September 30, 2019

WATER & SEWER CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
Federal Grants	\$500,000
Miscellaneous	53,000
Transfers-In	4,700,628
Non-Revenue Receipts	<u>0</u>
Total From All Sources	
Other Than taxation	<u>5,253,628</u>
Beginning Cash and	
Investment Balance	<u>(785,861)</u>
TOTAL FROM ALL SOURCES	<u><u>\$4,467,767</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	\$1,400,000
Capital Outlays	3,067,767
Transfers	<u>0</u>
Total Expenditures	<u>4,467,767</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$4,467,767</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

COMMUNITY CENTERS
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Charges for services:	
Culture & Recreation	\$33,100
Miscellaneous	600
Transfers-In	600,000
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	633,700
Beginning Cash and	
Investment Balance	568,169
TOTAL FROM ALL SOURCES	\$1,201,869

EXPENDITURES & ENDING CASH:

Personnel	627,530
Supplies & Expenses	67,650
Other services & Charges	177,877
Capital Outlays	130,100
Total Expenditures	\$1,003,157
Cash balance at End of Year	198,712
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$1,201,869

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

COMMUNITY DEVELOPMENT BLOCK GRANT
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Federal Grants	\$1,665,538
Transfers In	<u>25,000</u>
Total From All Sources	
Other Than taxation	<u>1,690,538</u>
Beginning Cash and	
Investment Balance	<u>(142,179)</u>
TOTAL FROM ALL SOURCES	<u><u>\$1,548,359</u></u>

EXPENDITURES & ENDING CASH:

Personnel	208,083
Supplies & Expenses	4,600
Other services & Charges	87,572
Capital Outlays	1,248,104
Transfers	<u>0</u>
Total Expenditures	<u>\$1,548,359</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$1,548,359</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

***Public Safety Complex/Recreation
Construction Fund:***

REVENUES & BEG. CASH:

Proceeds from Bond Issue	0
Interest Earnings	
Total Revenues	<u>0</u>
Beginning Cash and Investment Balance	<u>484,232</u>
TOTAL FROM ALL SOURCES	<u><u>\$484,232</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	347,000
Capital Outlays	137,232
Transfers to Other Funds	<u>0</u>
Total Expenditures	<u>\$484,232</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$484,232</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

MDA Energy Efficiency Capital Projects
Fund:

REVENUES & BEG. CASH:

Proceeds from Bond Issue	\$0
Interest Earnings	0
Total Revenues	<u>0</u>
Beginning Cash and Investment Balance	<u>200,798</u>
TOTAL FROM ALL SOURCES	<u><u>\$200,798</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	200,798
Transfers to Other Funds	0
Total Expenditures	<u>\$200,798</u>
Cash Balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$200,798</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

SERIES 2016 WATER & SEWER REVENUE BOND
CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Interest Earnings	100,000
Proceeds from Revenue Bond Issue	<u>\$0</u>
Total Revenues	<u>100,000</u>
Beginning Cash and Investment Balance	<u>19,682,772</u>
TOTAL FROM ALL SOURCES	<u><u>\$19,782,772</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	344,917
Capital Outlays	19,437,855
Transfers Out	
Total Expenditures	<u>\$19,782,772</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$19,782,772</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

KAMPER PARK ZOO CAPITAL
IMPROVEMENTS FUND:

REVENUES & BEG. CASH:

State Grants	\$0
Miscellaneous	0
Charges for Services	0
Transfers-In from Other Funds	0
Non-Revenue Receipts	0
Total Revenues	<u>0</u>
Beginning Cash and Investment Balance	<u>2,251</u>
TOTAL FROM ALL SOURCES	<u><u>\$2,251</u></u>

EXPENDITURES & ENDING CASH:

Supplies	0
Other services & Charges	0
Capital Outlays	<u>2,251</u>
Total Expenditures	<u>\$2,251</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$2,251</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2019

SERIES 2013 WATER & SEWER REVENUE BOND
CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Interest Earnings	0
Proceeds from Revenue Bond Issue	\$0
Total Revenues	<u>0</u>
Beginning Cash and Investment Balance	<u>353,270</u>
TOTAL FROM ALL SOURCES	<u><u>\$353,270</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	353,270
Transfers Out	<u>0</u>
Total Expenditures	<u>\$353,270</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$353,270</u></u>

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 5th day of February, 2019, the following resolution:

RESOLUTION 2019-18

WHEREAS, the Mayor and City Council of the City of Hattiesburg, Mississippi, have determined that expenditures within the City will exceed the original budget appropriation; and

WHEREAS, the additional appropriation needed is in excess of ten percent (10%) of the original appropriation, and in accordance with Section 21-35-25 of the Mississippi Code of 1972, as amended, shall be published;

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

Section 1. That the following budget amendments are hereby authorized to be made in the City’s General Fund Economic Development Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$255,000	\$155,027	\$410,027	Adjust budget savings for special projects

Section 2. That the following budget amendments are hereby authorized to be made in the City’s Police Forfeitures Fund Supplies Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$30000	\$131,257	\$161,257	Adjust budget for D.A.R.E. program expenses

Section 3. That the following budget amendments are hereby authorized to be made in the City’s Airport Improvement Fund Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$932,765	\$523,950	\$1,456,715	Adjust budget for new grant for airport improvements

Section 4. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage, but nevertheless to be published according to law.

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

YEAS:
George
Delgado
Carroll
Dryden
Brown

NAYS:
None

ABSENT:
None

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 5th day of February, 2019.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of February, 2019.

ATTEST:


CITY CLERK

APPROVED:


MAYOR

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, repre-
senting The PineBelt NEWS, a weekly newspapers published in
Lamar County and Forrest County, Mississippi, who, being duly
sworn, says that the notice, a true copy of which is hereto an-
nexed, appeared in the issues of said newspapers as follows:

Total # of Words: 404 Published 1 times

Date 1st Published: Feb 21 Amt: 48.48

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 48.48

Proof of Publication Fee: 3.00

TOTAL: 51.48

(signed) Yoeth B...
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 21st
day of February, 2019, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) D. Gustafson



FOR OFFICE USE ONLY:

☒ Em P: 02/13
☒ App: 02/13
☒ File Name: CoH - Feb 2019 Amended Budge
☐ Invoice #: 93259
☒ Inv. Crt/Mld: 02/13
☒ Pymt Rec.d: _____
☒ POP sent: _____

NOTICE OF RESOLUTION

There came on for consideration at a
duly constituted meeting of the Mayor
and Members of the City Council of the
City of Hattiesburg, Mississippi, held on
the 5th day of February, 2019, the follow-
ing resolution:

RESOLUTION 2019-18

WHEREAS, the Mayor and City
Council of the City of Hattiesburg, Mis-
sissippi, have determined that expendi-
tures within the City will exceed the
original budget appropriation; and

WHEREAS, the additional appropria-
tion needed is in excess of ten percent
(10%) of the original appropriation, and
in accordance with Section 21-35-25 of
the Mississippi Code of 1972, as
amended, shall be published;

NOW, THEREFORE, BE IT RE-
SOLVED BY THE COUNCIL OF THE
CITY OF HATTIESBURG:

Section 1. That the following budget
amendments are hereby authorized to be
made in the City's General Fund Eco-
nomic Development Other Services &
Charges Unappropriated Fund Balance:

ORIGINAL BALANCE:
\$255,000

CUMULATIVE AMENDMENTS:
\$155,027

AMENDED BUDGET:
\$410,027

DESCRIPTION OF ITEMS NOT PRE-
VIOUSLY LISTED:

Adjust budget savings for special proj-
ects

Section 2. That the following budget
amendments are hereby authorized to be
made in the City's Police Forfeitures Fund
Supplies Unappropriated Fund Balance:

ORIGINAL BALANCE:
\$30,000

CUMULATIVE AMENDMENTS:
\$131,257

AMENDED BUDGET:
\$161,257

DESCRIPTION OF ITEMS NOT PRE-
VIOUSLY LISTED:

Adjust budget for D.A.R.E. program
expenses

Section 3. That the following budget
amendments are hereby authorized to be
made in the City's Airport Improvement
Fund Capital Outlay Unappropriated Fund
Balance:

ORIGINAL BALANCE:
\$932,765

CUMULATIVE AMENDMENTS:
\$523,950

AMENDED BUDGET:
\$1,456,715

DESCRIPTION OF ITEMS NOT PRE-
VIOUSLY LISTED:

Adjust budget for new grant for airport
improvements

Section 4. That public interest and
necessity requiring same, this resolution
shall become effective immediately from
and after passage, but nevertheless to be
published according to law.

The above and foregoing Resolution,
after having been first reduced to writing,
was introduced by Council Member
George, seconded by Council Vice Pres-
ident Dryden, was adopted by the follow-
ing vote, to wit:

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

The motion having received the affir-
mative vote of a majority of the Council
members present, the President declared
the motion carried and the resolution
adopted, on this the 5th day of February,
2019.

ATTEST:
/s/ Ronda S. Cole
CLERK OF COUNCIL
ADOPTED:
/s/ Carter Carroll
COUNCIL PRESIDENT

The above and foregoing Resolution
having been submitted to and approved
by the Mayor, this the 5th day of February,
2019.

ATTEST:
/s/ Kemas Eaton
CITY CLERK
ADOPTED:
/s/ Toby Barker
MAYOR

Published Feb 21, 2019

Hattiesburg Publishing, Inc.

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, a weekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 411 Published 1 times

Date 1st Published: Feb 28 Amt: 49.32

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

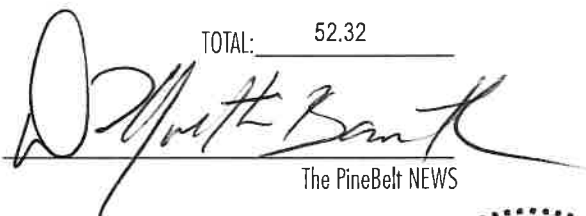
Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 49.32

Proof of Publication Fee: 3.00

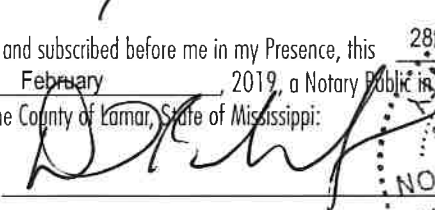
TOTAL: 52.32

(signed)


The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this day of February, 2019, a Notary Public in and for the County of Lamar, State of Mississippi:

(signed)





FOR OFFICE USE ONLY:

- ☒ Em P: 02/25
☒ App: 02/25
☒ File Name: CoH - Amended Budget 2019-21
☐ Invoice #: 93332
☒ Inv. Crt/Mld: Feb 25
☒ Pymt Rec.d: _____
☒ POP sent: _____

NOTICE OF RESOLUTION

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 5th day of February, 2019, the following resolution:

RESOLUTION 2019-18

WHEREAS, the Mayor and City Council of the City of Hattiesburg, Mississippi, have determined that expenditures within the City will exceed the original budget appropriation; and

WHEREAS, the additional appropriation

needed is in excess of ten percent (10%) of the original appropriation, and in accordance with Section 21-35-25 of the Mississippi Code of 1972, as amended, shall be published:

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

Section 1. That the following budget amendments are hereby authorized to be made in the City's General Fund Economic Development Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE:
\$255,000

CUMULATIVE AMENDMENTS:
\$155,027

AMENDED BUDGET:
\$410,027

DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED:
Adjust budget savings for special projects

Section 2. That the following budget amendments are hereby authorized to be made in the City's Police Forfeitures Fund Supplies Unappropriated Fund Balance:

ORIGINAL BALANCE:
\$30000

CUMULATIVE AMENDMENTS:
\$131,257

AMENDED BUDGET:
\$161,257

DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED:
Adjust budget for D.A.R.E. program expenses

Section 3. That the following budget amendments are hereby authorized to be made in the City's Airport Improvement Fund Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE:
\$932,765

CUMULATIVE AMENDMENTS:
\$523,950

AMENDED BUDGET:
\$1,456,715

DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED:

Adjust budget for new grant for airport improvements

Section 4. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage, but nevertheless to be published according to law.

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

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

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 5th day of February, 2019.

ATTEST:
/s/ Ronda S. Cole
CLERK OF COUNCIL
ADOPTED:
/s/ Carter Carroll
COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of February, 2019.

ATTEST:
/s/ Kemas Eaton
CITY CLERK
ADOPTED:
/s/ Toby Barker
MAYOR

Published Feb 21, 2019.



City of Hattiesburg, MS

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

Master

File Number: 2019-087

File ID: 2019-087

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 01/28/2019

Brief Title: 2016 Bond Requisition No. 35

Final Action: 02/05/2019

Minute Book Number: MB 2019-26

Title:

Adopt a Resolution authorizing Requisition No. 35 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

Notes: Please send PDF copy of executed resolution to Engineering.

Agenda Date: 02/05/2019

Indexes:

Agenda Number: V.-3

Sponsors:

Enactment Date:

Attachments: 2016 Bond Resolution No. 35, Executed Resolution
2018-19 authorizing Requisition No 35

Enactment Number:

Contact:

Meeting Date: 02/05/2019

Drafter: Kathleen Hartfield

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/05/2019	Adopt				Pass
Action Text: A MOTION was made by Council Member Brown and seconded by Council Member George to Adopt a Resolution (#2019-19) authorizing Requisition No. 35 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2019-087

Title

Adopt a Resolution authorizing Requisition No. 35 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

Summary

2016 Bond Requisition No. 35

The City Council of the City of Hattiesburg, Mississippi (the “City”) acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Requisition No. **35** from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated August 18, 2016. After discussion of the subject, Council Member _____ offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE “CITY”) AUTHORIZING REQUISITION NO. 35 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF AUGUST 18, 2016, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

Whereas, on August 18, 2016 the City entered into a loan with the Mississippi Development Bank in an amount not to exceed \$25,000,000 (the “Loan”) pursuant to the terms and conditions of that certain loan agreement, dated as of August 18, 2016, by and between the Mississippi Development Bank and the City (the “Loan Agreement”).

Whereas, the City Council of the City now finds it necessary to approve Requisition No. **35** from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$566,593.44** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

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

SECTION 1. The City Council of the City hereby authorizes and approves Requisition No. **35** from the Project Fund Construction Account under the Loan in the total aggregate amount of **Five Hundred Sixty-six Thousand Five Hundred Ninety-three and 44/100 dollars (\$566,593.44)** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Regions Bank, as Trustee to disburse funds of Requisition No. **35** in the total aggregate amount **Five Hundred Sixty-six Thousand Five Hundred Ninety-three and 44/100 dollars (\$566,593.44)** as authorized herein, as more particularly described in Exhibit A.

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

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

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **5th** day of **February, 2019**.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **5th** day of **February, 2019**.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

RE: \$25,000,000.00 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2016 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) (the "Series 2016 Bonds") secured by \$25,000,000.00 Taxable Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), dated August 18, 2016 (the "Series 2016 Note").

**TO: Regions Bank
400 West Capitol, 7th Floor
Little Rock, AR 72201
ATTN: Corporate Trust Department**

REQUISITION NO.: 35

DATE OF REQUISITION: 2/5/2019

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	C B Developers, Inc. 1716 Evelyn Gandy Pkwy., Suite 40 Hattiesburg, MS 39401	093695.7220.70	151,010.34	Pay Est 5	Sewer Improvements Ph VIII - Camp St. Area Period: 12/01/18 - 12/31/18 MB: 2018-108
2	Grady Crawford Construction Co., Inc. 12290 Greenwell Springs Road Baton Rouge, LA 70821	093695.7220.72	359,133.67	Pay Est. No. 3	Sewer Improvements Phase X - Quinn St. Area Period: 11/01/18-12/31/18 MB 2018-135
3	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7245.12	7,720.00	20564	North 40th & North 39th Ave Period: 11/24/18 - 12/22/18 MB 2012-1/34 SDW #11254
4	Myers Underground Utilities 408 Ryan Road Hattiesburg, MS 39401	093695.7245.12	9,652.97	Pay App. No. 4	North 40th & North 39th Ave Period: 11/01/18 - 11/30/18 MB 2018-108
5	Myers Underground Utilities 408 Ryan Road Hattiesburg, MS 39401	093695.7245.12	39,076.46	Pay App. No. 5	North 40th & North 39th Ave Period: 12/01/18 - 12/28/18 MB 2018-108
			566,593.44		



Engineering Progress

January 14, 2018

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

Attn: Lamar Rutland, P.E.

Re: **Comprehensive Sewer/Water Improvements – Phase VIII**
Camp Street Area
City of Hattiesburg

Dear Lamar:

Enclosed please find Pay Estimate No. 5 for the above referenced project in the amount of \$151,010.34.

Should you have any questions and/or comments, please, do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "John T. Weeks", is written over the word "Sincerely,".

John T. Weeks, P.E.
Project Engineer

/aa

Enclosure

cc: C.B. Developers
SDW

RECEIVED
1/22/18

178 DAYS
420 DAYS

Contractor's Application For Payment No. 5

Application Period: Beginning: 12/1/2018 Ending: 12/31/2018		Application Date: 12-Jan-19
To (Owner): CITY OF HATTIESBURG	From (Contractor): C.B. DEVELOPERS, INC.	Via (Engineer): SHOWS, DEARMAN & WAITS, INC.
Project: COMPREHENSIVE SEWER/WATER PHASE 8	Contract:	
Owner's Contract No.: Not Applicable	Contractor's Project No.:	Engineer's Project No.:

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS	\$ -	\$ -
NET CHANGE BY CHANGE ORDERS	\$ -	-

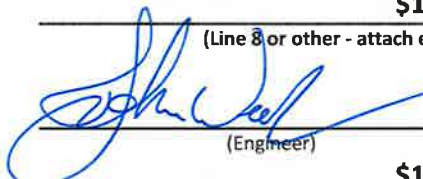
CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:  Date: 1/12/2019

1. ORIGINAL CONTRACT PRICE	\$ 3,721,611.76
2. Net change by Change Orders	\$ -
3. CURRENT CONTRACT PRICE (LINE 1 + 2)	\$ 3,721,611.76
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimates)	\$ 1,562,131.36
5. RETAINAGE:	
a. 5.0 % x Work Completed	\$ 57,428.62
b. 5.0% x Stored Material	\$ -
c. Total Retainage (line 5a + line 5b)	\$ 57,428.62
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$ 1,504,702.74
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ 1,353,692.40
8. AMOUNT DUE THIS APPLICATION	\$ 151,010.34
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)	\$ 2,216,909.02

Payment of: \$151,010.34
(Line 8 or other - attach explanation of other amount)

Is recommended by:  (Engineer) 1/14/19 (Date)

Payment of: \$151,010.34
(Line 8 or other - attach explanation of other amount)

Is approved by: _____ (Owner) _____ (Date)

Is approved by: _____ (Owner) _____ (Date)

Approved by: _____ (Funding Agency, if applicable) _____ (Date)

Progress Estimate

Contractor's Application

For (contract):		COMPREHENSIVE SEWER/WATER PHASE 8				Application Number: 5					
Application Period:		12/1/2018		TO 12/31/2018		Application Date: 12-Jan-19					
	A	Bid	Quantity	Unit Price	B	C	D	E	F		G
Pay Item	Item Description				Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (B - F)
	CAMP STREET AREA SEWER PIPE ITEMS										
1	8" SDR-26 PVC SEWER PIPE (0-6')	2109.0	\$	48.54	\$ 102,370.86	614.43	\$ 29,824.43	\$ 6,695.67	\$ 36,520.11	36%	\$ 65,850.75
2	8" SDR-26 PVC SEWER PIPE (6'-8')	5576.0	\$	50.96	\$ 284,152.96	2617.63	\$ 133,394.42	\$ 13,253.50	\$ 146,647.92	52%	\$ 137,505.04
3	8" SDR-26 PVC SEWER PIPE (8'-10')	2961.0	\$	53.38	\$ 158,058.18	2346.28	\$ 125,244.43	\$ 2,753.95	\$ 127,998.37	81%	\$ 30,059.81
4	8" SDR-26 PVC SEWER PIPE (10'-12')	863.0	\$	55.81	\$ 48,164.03	556.53	\$ 31,059.94	\$ 1,372.99	\$ 32,432.92	67%	\$ 15,731.11
5	8" SDR-26 PVC SEWER PIPE (12'-14')	249.0	\$	59.44	\$ 14,800.56	34.99	\$ 2,079.81	\$ 958.76	\$ 3,038.57	21%	\$ 11,761.99
6	10" SDR-26 PVC SEWER PIPE (0-6')	25.0	\$	51.64	\$ 1,291.00		\$ -	\$ 176.00	\$ 176.00	14%	\$ 1,115.00
7	10" SDR-26 PVC SEWER PIPE (6'-8')	351.0	\$	54.06	\$ 18,975.06	100.00	\$ 5,406.00	\$ 1,767.04	\$ 7,173.04	38%	\$ 11,802.02
8	10" SDR-26 PVC SEWER PIPE (8'-10')	325.0	\$	56.48	\$ 18,356.00	222.29	\$ 12,554.94	\$ 723.08	\$ 13,278.02	72%	\$ 5,077.98
9	10" SDR-26 PVC SEWER PIPE (10'-12')	239.0	\$	58.91	\$ 14,079.49	243.71	\$ 14,356.96	\$ -	\$ 14,356.96	102%	\$ (277.47)
10	10" SDR-26 PVC SEWER PIPE (12'-14')	130.0	\$	62.54	\$ 8,130.20		\$ -	\$ 915.20	\$ 915.20	11%	\$ 7,215.00
11	10" SDR-26 PVC SEWER PIPE (14'-16')	67.0	\$	78.28	\$ 5,244.76		\$ -	\$ 56.32	\$ 56.32	1%	\$ 5,188.44
12	8" DUCTILE IRON SEWER PIPE (0-6')	384.0	\$	79.57	\$ 30,554.88	18.00	\$ 1,432.26	\$ 10,291.92	\$ 11,724.18	38%	\$ 18,830.70
13	8" DUCTILE IRON SEWER PIPE (6'-8')	20.0	\$	89.26	\$ 1,785.20		\$ -	\$ 562.40	\$ 562.40	32%	\$ 1,222.80
14	10" DUCTILE IRON SEWER PIPE (0-6')	25.0	\$	105.96	\$ 2,649.00		\$ -	\$ 953.00	\$ 953.00	36%	\$ 1,696.00
15	10" DUCTILE IRON SEWER PIPE (6'-8')	30.0	\$	109.59	\$ 3,287.70		\$ -	\$ 1,143.60	\$ 1,143.60	35%	\$ 2,144.10
16	REMOVAL OF EXISTING SEWER LINE	10650.0	\$	3.63	\$ 38,659.50	5537.00	\$ 20,099.31	\$ -	\$ 20,099.31	52%	\$ 18,560.19
17	ABANDONMENT OF EXISTING SEWER LINE (ALL SIZES)	3220.0	\$	6.67	\$ 21,477.40		\$ -	\$ -	\$ -		\$ 21,477.40
18	TRACER WIRE SYSTEM FOR SEWER	19153.0	\$	1.44	\$ 27,580.32	8266.86	\$ 11,904.28	\$ 12,410.20	\$ 24,314.48	88%	\$ 3,265.84
	SEWER MANHOLE ITEMS										
19	48" PRECAST CONCRETE SEWER MANHOLE (0-6)	6.0	\$	2,339.80	\$ 14,038.80	4.00	\$ 9,359.20	\$ 1,753.98	\$ 11,113.18	79%	\$ 2,925.62
20	48" PRECAST CONCRETE SEWER MANHOLE (6-8)	32.0	\$	3,040.17	\$ 97,285.44	11.00	\$ 33,441.87	\$ 21,378.42	\$ 54,820.29	56%	\$ 42,465.15
21	48" PRECAST CONCRETE SEWER MANHOLE (8-10)	8.0	\$	3,491.71	\$ 27,933.68	6.00	\$ 20,950.26	\$ 2,382.00	\$ 23,332.26	84%	\$ 4,601.42
22	48" PRECAST CONCRETE SEWER MANHOLE (10-12)	1.0	\$	4,051.04	\$ 4,051.04	1.00	\$ 4,051.04	\$ -	\$ 4,051.04	100%	\$ -
	TOTALS				\$ 942,926.06		\$ 455,159.14	\$ 79,548.03	\$ 534,707.17		\$ 408,218.89

EJCDC No. C-620 (2002 Edition)

10/2/2018

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Progress Estimate

Contractor's Application

For (contract):	COMPREHENSIVE SEWER/WATER PHASE 8				Application Number: 5					
Application Period:	12/1/2018	TO	12/31/2018		Application Date: 12-Jan-19					
	A			B	C	D	E	F		G
Pay Item	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (B - F)
	Subtotal from Previous Page			\$ 942,926.06		\$ 455,159.14	\$ 79,548.03	\$ 534,707.17		\$ 408,218.89
23	48" PRECAST CONCRETE SEWER MANHOLE (12-14)	3.0	\$ 4,025.31	\$ 12,075.93		\$ -	\$ 4,238.01	\$ 4,238.01	35%	\$ 7,837.92
24	48" PRECAST CONCRETE SEWER MANHOLE (0-6) (FLAT TOP)	3.0	\$ 3,553.84	\$ 10,661.52		\$ -	\$ 2,787.99	\$ 2,787.99	26%	\$ 7,873.53
25	60" PRECAST CONCRETE SEWER MANHOLE (0-6)	1.0	\$ 4,502.46	\$ 4,502.46		\$ -	\$ 1,552.52	\$ 1,552.52	34%	\$ 2,949.94
26	60" PRECAST CONCRETE SEWER MANHOLE (6-8)	1.0	\$ 5,058.41	\$ 5,058.41	1.00	\$ 5,058.41	\$ -	\$ 5,058.41	100%	\$ -
27	60" PRECAST CONCRETE SEWER MANHOLE (8-10)	1.0	\$ 5,419.09	\$ 5,419.09		\$ -	\$ 1,850.00	\$ 1,850.00	34%	\$ 3,569.09
28	60" PRECAST CONCRETE SEWER MANHOLE (10-12)	1.0	\$ 6,342.23	\$ 6,342.23	1.00	\$ 6,342.23	\$ -	\$ 6,342.23	100%	\$ -
29	60" PRECAST CONCRETE SEWER MANHOLE (6-8) (DOGHOUSE)	2.0	\$ 6,620.27	\$ 13,240.54		\$ -	\$ 1,150.00	\$ 1,150.00	9%	\$ 12,090.54
30	72" PRECAST CONCRETE SPLITTER SEWER MANHOLE (10-12) (1)	1.0	\$ 9,100.91	\$ 9,100.91		\$ -	\$ 2,665.00	\$ 2,665.00	29%	\$ 6,435.91
31	DEMOLITION AND REMOVAL OF EXISTING MANHOLES (ALL TV	35.0	\$ 302.70	\$ 10,594.50	20.00	\$ 6,054.00	\$ -	\$ 6,054.00	57%	\$ 4,540.50
32	ABANDONMENT OF EXISTING MANHOLE	12.0	\$ 393.51	\$ 4,722.12		\$ -	\$ -	\$ -		\$ 4,722.12
33	DROP MANHOLE ASSEMBLY (ALL DEPTHS)	1.0	\$ 2,674.73	\$ 2,674.73		\$ -	\$ 649.28	\$ 649.28	24%	\$ 2,025.45
	SEWER SERVICE ITEMS									
34	4" SANITARY SEWER SERVICE CLEANOUT	231.0	\$ 375.31	\$ 86,696.61	83.00	\$ 31,150.73	\$ 23,324.25	\$ 54,474.98	63%	\$ 32,221.63
35	4" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS)	316.0	\$ 39.97	\$ 12,630.52	165.00	\$ 6,595.05	\$ -	\$ 6,595.05	52%	\$ 6,035.47
36	6" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS)	3792.0	\$ 27.33	\$ 103,635.36	1,553.00	\$ 42,443.49	\$ 5,239.26	\$ 47,682.75	46%	\$ 55,952.61
37	8"x8"x6" PVC SERVICE TEE	203.0	\$ 191.79	\$ 38,933.37	81.00	\$ 15,534.99	\$ 7,124.80	\$ 22,659.79	58%	\$ 16,273.58
38	10"x10"x6" PVC SERVICE TEE	20.0	\$ 417.00	\$ 8,340.00	7.00	\$ 2,919.00	\$ 2,862.86	\$ 5,781.86	69%	\$ 2,558.14
39	8"x8"x6" DUCTILE IRON SERVICE TEE	5.0	\$ 825.41	\$ 4,127.05		\$ -	\$ 2,400.00	\$ 2,400.00	58%	\$ 1,727.05
	WATER PIPE ITEMS									
40	2" & UNDER 150 PSI PVC WATER PIPE FOR CONNECTIONS (OP	40.0	\$ 13.39	\$ 535.60		\$ -	\$ 42.40	\$ 42.40	8%	\$ 493.20
41	6" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	8340.0	\$ 26.87	\$ 224,095.80	431.00	\$ 11,580.97	\$ 81,457.54	\$ 93,038.51	42%	\$ 131,057.29
42	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	4680.0	\$ 32.38	\$ 151,538.40	1,408.00	\$ 45,591.04	\$ 56,376.56	\$ 101,967.60	67%	\$ 49,570.80
43	8" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FI	500.0	\$ 52.33	\$ 26,165.00		\$ -	\$ 9,255.00	\$ 9,255.00	35%	\$ 16,910.00
44	10" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER	360.0	\$ 67.53	\$ 24,310.80		\$ -	\$ 9,277.20	\$ 9,277.20	38%	\$ 15,033.60
45	TRACER WIRE SYSTEM FOR WATER	22864.0	\$ 1.33	\$ 30,409.12	1,779.00	\$ 2,366.07	\$ 21,085.00	\$ 23,451.07	77%	\$ 6,958.05
	TOTALS			\$ 1,738,736.13		\$ 630,795.12	\$ 312,885.70	\$ 943,680.82		\$ 795,055.31

EJCDC No. C-620 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Progress Estimate

Contractor's Application

For (contract):		COMPREHENSIVE SEWER/WATER PHASE 8				Application Number: 5					
Application Period:		12/1/2018		TO 12/31/2018		Application Date: 12-Jan-19					
	A	Bid	Quantity	Unit Price	B	C	D	E	F		G
Pay Item	Item Description				Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (B - F)
	Subtotal from Previous Page				\$ 1,738,736.13		\$ 630,795.12	\$ 312,885.70	\$ 943,680.82		\$ 795,055.31
	WATER CONNECTION ITEMS										
46	CUT AND CAP EXISTING WATER LINE IN PLACE	6.0	\$ 644.87	\$	3,869.22		\$ -	\$ 699.00	\$ 699.00	18%	\$ 3,170.22
47	CONNECTION: PROPOSED 6" TO EXISTING 2" (STRAIGHT-RED)	1.0	\$ 1,038.87	\$	1,038.87		\$ -	\$ 222.00	\$ 222.00	21%	\$ 816.87
48	CONNECTION: PROPOSED 6" TO EXISTING 6" (STRAIGHT-COU	2.0	\$ 1,006.18	\$	2,012.36		\$ -	\$ 478.00	\$ 478.00	24%	\$ 1,534.36
49	CONNECTION: PROPOSED 6" TO EXISTING 6" (TEE & OTHER F	3.0	\$ 1,549.82	\$	4,649.46		\$ -	\$ 1,962.00	\$ 1,962.00	42%	\$ 2,687.46
50	CONNECTION: PROPOSED 6" TO EXISTING 6" (HOT TAP w/ VA	8.0	\$ 3,500.42	\$	28,003.36		\$ -	\$ 10,752.00	\$ 10,752.00	38%	\$ 17,251.36
51	CONNECTION: PROPOSED 6" TO EXISTING 12" (HOT TAP w/ V	2.0	\$ 4,419.42	\$	8,838.84		\$ -	\$ 5,918.00	\$ 5,918.00	67%	\$ 2,920.84
52	CONNECTION: PROPOSED 6" TO PROPOSED 6" (TEE & OTHER	1.0	\$ 934.74	\$	934.74		\$ -	\$ 654.00	\$ 654.00	70%	\$ 280.74
53	CONNECTION: PROPOSED 8" TO EXISTING 6" (TEE & OTHER F	11.0	\$ 1,657.59	\$	18,233.49		\$ -	\$ 10,076.00	\$ 10,076.00	55%	\$ 8,157.49
54	CONNECTION: PROPOSED 8" TO EXISTING 6" (HOT TAP w/ VA	1.0	\$ 4,269.28	\$	4,269.28		\$ -	\$ 2,006.00	\$ 2,006.00	47%	\$ 2,263.28
55	CONNECTION: PROPOSED 8" TO EXISTING 8" (HOT TAP w/ VA	1.0	\$ 4,881.95	\$	4,881.95		\$ -	\$ 2,532.00	\$ 2,532.00	52%	\$ 2,349.95
56	CONNECTION: PROPOSED 8" TO EXISTING 12" (HOT TAP w/ V	3.0	\$ 6,336.12	\$	19,008.36		\$ -	\$ 11,348.70	\$ 11,348.70	60%	\$ 7,659.66
57	CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & OTHER	5.0	\$ 1,129.68	\$	5,648.40	3.00	\$ 3,389.04	\$ 710.00	\$ 4,099.04	73%	\$ 1,549.36
58	CONNECTION: PROPOSED 8" TO PROPOSED 8" (TEE & OTHER	3.0	\$ 1,145.42	\$	3,436.26	1.00	\$ 1,145.42	\$ 1,100.00	\$ 2,245.42	65%	\$ 1,190.84
	WATER VALVE ITEMS										
59	6" GATE VALVE	27.0	\$ 870.57	\$	23,505.39	3.00	\$ 2,611.71	\$ 13,656.00	\$ 16,267.71	69%	\$ 7,237.68
60	8" GATE VALVE	22.0	\$ 1,162.37	\$	25,572.14	8.00	\$ 9,298.96	\$ 11,340.00	\$ 20,638.96	81%	\$ 4,933.18
	WATER FIRE PROTECTION ITEMS										
61	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL TEE, VALVE,	16.0	\$ 3,703.84	\$	59,261.44	2.00	\$ 7,407.68	\$ 17,319.12	\$ 24,726.80	42%	\$ 34,534.64
62	REMOVAL OF EXISTING FIRE HYDRANT	9.0	\$ 787.02	\$	7,083.18		\$ -	\$ -	\$ -		\$ 7,083.18
	WATER SERVICE ITEMS										
63	SERVICE TAP (3/4") (INCL, TAPPING SADDLE, CORP STOP, ETC	242.0	\$ 412.88	\$	99,916.96		\$ -	\$ 7,755.00	\$ 7,755.00	8%	\$ 92,161.96
64	SERVICE TAP (1") (INCL, TAPPING SADDLE, CORP STOP, ETC.)	33.0	\$ 760.38	\$	25,092.54		\$ -	\$ 2,145.42	\$ 2,145.42	9%	\$ 22,947.12
65	SERVICE TUBING (OPEN CUT) (3/4")	1985.0	\$ 6.28	\$	12,465.80		\$ -	\$ -	\$ -		\$ 12,465.80
66	SERVICE TUBING (OPEN CUT) (1")	400.0	\$ 6.41	\$	2,564.00		\$ -	\$ -	\$ -		\$ 2,564.00
	TOTALS				\$ 2,099,022.17		\$ 654,647.93	\$ 413,558.94	\$ 1,068,206.87		\$ 1,030,815.30

EJCDC No. C-620 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Progress Estimate

Contractor's Application

For (contract):	COMPREHENSIVE SEWER/WATER PHASE 8				Application Number:	5				
Application Period:	12/1/2018	TO	12/31/2018		Application Date:	12-Jan-19				
	A	Bid Quantity	Unit Price	B	C	D	E	F		G
Pay Item	Item Description			Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (F)
	Subtotal from Previous Page			\$ 2,099,022.17		\$ 654,647.93	\$ 413,558.94	\$ 1,068,206.87		\$ 1,030,815.30
67	SERVICE TUBING (BORED) (3/4")	4080.0	\$ 9.92	\$ 40,473.60		\$ -	\$ -	\$ -		\$ 40,473.60
68	SERVICE TUBING (BORED) (1")	400.0	\$ 10.04	\$ 4,016.00		\$ -	\$ -	\$ -		\$ 4,016.00
69	WATER SERVICE METER (3/4")	13.0	\$ 440.65	\$ 5,728.45		\$ -	\$ -	\$ -		\$ 5,728.45
70	WATER SERVICE METER (1")	2.0	\$ 652.32	\$ 1,304.64		\$ -	\$ -	\$ -		\$ 1,304.64
	MISCELLANEOUS CONSTRUCTION ITEMS									
71	CRUSHED AGGREGATE (SIZE 825)	5097.0	\$ 49.58	\$ 252,709.26	2055.64	\$ 101,918.63	\$ -	\$ 101,918.63	40%	\$ 150,790.63
72	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	23770.0	\$ 7.68	\$ 182,553.60	9173.00	\$ 70,448.64	\$ -	\$ 70,448.64	39%	\$ 112,104.96
73	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)	1062.0	\$ 65.38	\$ 69,433.56	8.00	\$ 523.04	\$ -	\$ 523.04	1%	\$ 68,910.52
74	HARDY STREET ROADWAY REPAIR (SPECIAL CONSTRUCTION)	50.0	\$ 332.97	\$ 16,648.50		\$ -	\$ -	\$ -		\$ 16,648.50
75	9.5 MM HOT MIX ASPHALT	1652.0	\$ 133.94	\$ 221,268.88		\$ -	\$ -	\$ -		\$ 221,268.88
76	19 MM HOT MIX ASPHALT	1273.0	\$ 173.59	\$ 220,980.07		\$ -	\$ -	\$ -		\$ 220,980.07
77	CONCRETE SIDEWALK REPAIR (ALL DEPTHS)	55.0	\$ 66.59	\$ 3,662.45	16.00	\$ 1,065.44	\$ -	\$ 1,065.44	29%	\$ 2,597.01
78	CONCRETE CURB & GUTTER (MATCH EXISTING TYPE)	370.0	\$ 96.86	\$ 35,838.20	5.00	\$ 484.30	\$ -	\$ 484.30	1%	\$ 35,353.90
79	CONCRETE DITCH REPAIR	95.0	\$ 26.64	\$ 2,530.80		\$ -	\$ -	\$ -		\$ 2,530.80
80	CLASS "B" CONCRETE, MINOR STRUCTURES	10.0	\$ 1,816.20	\$ 18,162.00		\$ -	\$ -	\$ -		\$ 18,162.00
81	REINFORCING STEEL	470.0	\$ 4.18	\$ 1,964.60		\$ -	\$ -	\$ -		\$ 1,964.60
82	INLET GRATINGS	765.0	\$ 6.87	\$ 5,255.55		\$ -	\$ -	\$ -		\$ 5,255.55
83	INLET CASTINGS	79.0	\$ 6.20	\$ 489.80		\$ -	\$ -	\$ -		\$ 489.80
84	12" CORRUGATED HDPE PIPE (DUAL WALL)	64.0	\$ 25.55	\$ 1,635.20		\$ -	\$ -	\$ -		\$ 1,635.20
85	15" CORRUGATED HDPE PIPE (DUAL WALL)	20.0	\$ 40.48	\$ 809.60		\$ -	\$ -	\$ -		\$ 809.60
86	12" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	32.0	\$ 30.83	\$ 986.56		\$ -	\$ -	\$ -		\$ 986.56
87	15" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	370.0	\$ 27.86	\$ 10,308.20	24.00	\$ 668.64	\$ -	\$ 668.64	6%	\$ 9,639.56
88	18" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	210.0	\$ 32.66	\$ 6,858.60		\$ -	\$ -	\$ -		\$ 6,858.60
89	18"x11" REINFORCED CONCRETE ARCH PIPE (CLASS 3) (PLASTIC)	76.0	\$ 50.08	\$ 3,806.08		\$ -	\$ -	\$ -		\$ 3,806.08
90	REMOVAL OF EXISTING PIPE CROSS DRAINS (ALL SIZES AND DEPTHS)	750.0	\$ 2.42	\$ 1,815.00	24.00	\$ 58.08	\$ -	\$ 58.08	3%	\$ 1,756.92
	TOTALS			\$ 3,208,261.37		\$ 829,814.70	\$ 413,558.94	\$ 1,243,373.64		\$ 1,964,887.73

EJCDC No. C-620 (2002 Edition)

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Contractor's Application

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Monthly Totals

		1	2	3	4	5	6	7	8	9	10	TOTAL
	DESCRIPTION	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
	CAMP STREET AREA SEWER PIPE ITEMS											
1	8" SDR-26 PVC SEWER PIPE (0-6')			228.29	97.14	289						614.43
2	8" SDR-26 PVC SEWER PIPE (6'-8')			894.76	649.87	1073						2617.63
3	8" SDR-26 PVC SEWER PIPE (8'-10')		651	832.1	660.18	203						2346.28
4	8" SDR-26 PVC SEWER PIPE (10'-12')		178	269.85	108.68							556.53
5	8" SDR-26 PVC SEWER PIPE (12'-14')				34.99							34.99
6	10" SDR-26 PVC SEWER PIPE (0-6')											
7	10" SDR-26 PVC SEWER PIPE (6'-8')	5.36	94.64									100
8	10" SDR-26 PVC SEWER PIPE (8'-10')	147.29	75									222.29
9	10" SDR-26 PVC SEWER PIPE (10'-12')	207.35	36.36									243.71
10	10" SDR-26 PVC SEWER PIPE (12'-14')											
11	10" SDR-26 PVC SEWER PIPE (14'-16')											
12	8" DUCTILE IRON SEWER PIPE (0-6')			18								18
13	8" DUCTILE IRON SEWER PIPE (6'-8')											
14	10" DUCTILE IRON SEWER PIPE (0-6')											
15	10" DUCTILE IRON SEWER PIPE (6'-8')											
16	REMOVAL OF EXISTING SEWER LINE	360	1035	1809	768	1565						5537
17	ABANDONMENT OF EXISTING SEWER LINE (ALL SIZES)											
18	TRACER WIRE SYSTEM FOR SEWER	420	1146	2647	2145.86	1908						8266.86
	SEWER MANHOLE ITEMS											
19	48" PRECAST CONCRETE SEWER MANHOLE (0-6)			1	1	2						4
20	48" PRECAST CONCRETE SEWER MANHOLE (6-8)			5	1	5						11
21	48" PRECAST CONCRETE SEWER MANHOLE (8-10)		2	2	2							6
22	48" PRECAST CONCRETE SEWER MANHOLE (10-12)		1									1

Monthly Totals

		1	2	3	4	5	6	7	8	9	10	TOTAL
	DESCRIPTION	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
23	48" PRECAST CONCRETE SEWER MANHOLE (12-14)											
24	48" PRECAST CONCRETE SEWER MANHOLE (0-6) (FLAT TOP)											
25	60" PRECAST CONCRETE SEWER MANHOLE (0-6)											
26	60" PRECAST CONCRETE SEWER MANHOLE (6-8)	1										1
27	60" PRECAST CONCRETE SEWER MANHOLE (8-10)											
28	60" PRECAST CONCRETE SEWER MANHOLE (10-12)		1									1
29	60" PRECAST CONCRETE SEWER MANHOLE (6-8) (DOGHOUSE)											
30	72" PRECAST CONCRETE SPLITTER SEWER MANHOLE (10-12) (DOGHOUSE)											
31	DEMOLITION AND REMOVAL OF EXISTING MANHOLES (ALL TYPES)		5	8	4	3						20
32	ABANDONMENT OF EXISTING MANHOLE											
33	DROP MANHOLE ASSEMBLY (ALL DEPTHS)											
	SEWER SERVICE ITEMS											
34	4" SANITARY SEWER SERVICE CLEANOUT	3	4	23	31	22						83
35	4" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS)	2	1	110	52							165
36	6" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS)	60	185	422	543	343						1553
37	8"x8"x6" PVC SERVICE TEE		7	23	30	21						81
38	10"x10"x6" PVC SERVICE TEE	5	2									7
39	8"x8"x6" DUCTILE IRON SERVICE TEE											
	WATER PIPE ITEMS											
40	2" & UNDER 150 PSI PVC WATER PIPE FOR CONNECTIONS (OPEN CUT)											
41	6" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)			431								431
42	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)			1328	80							1408
43	8" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FITTINGS)											
44	10" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FITTINGS)											
45	TRACER WIRE SYSTEM FOR WATER			1779								1779

Monthly Totals

		1	2	3	4	5	6	7	8	9	10	TOTAL
	DESCRIPTION	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
	WATER CONNECTION ITEMS											
46	CUT AND CAP EXISTING WATER LINE IN PLACE											
47	CONNECTION: PROPOSED 6" TO EXISTING 2" (STRAIGHT-REDUCER AND COUPLING)											
48	CONNECTION: PROPOSED 6" TO EXISTING 6" (STRAIGHT-COUPLING)											
49	CONNECTION: PROPOSED 6" TO EXISTING 6" (TEE & OTHER FITTINGS)											
50	CONNECTION: PROPOSED 6" TO EXISTING 6" (HOT TAP w/ VALVE ASSEMBLY)											
51	CONNECTION: PROPOSED 6" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY)											
52	CONNECTION: PROPOSED 6" TO PROPOSED 6" (TEE & OTHER FITTINGS)											
53	CONNECTION: PROPOSED 8" TO EXISTING 6" (TEE & OTHER FITTINGS)											
54	CONNECTION: PROPOSED 8" TO EXISTING 6" (HOT TAP w/ VALVE ASSEMBLY)											
55	CONNECTION: PROPOSED 8" TO EXISTING 8" (HOT TAP w/ VALVE ASSEMBLY)											
56	CONNECTION: PROPOSED 8" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY)											
57	CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & OTHER FITTINGS)			3								3
58	CONNECTION: PROPOSED 8" TO PROPOSED 8" (TEE & OTHER FITTINGS)			1								1
	WATER VALVE ITEMS											
59	6" GATE VALVE			3								3
60	8" GATE VALVE			8								8
	WATER FIRE PROTECTION ITEMS											
61	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL TEE, VALVE, HYDRANT, BRASS TAG, PIPE, & OTHER FITTINGS)			2								2
62	REMOVAL OF EXISTING FIRE HYDRANT											
	WATER SERVICE ITEMS											
63	SERVICE TAP (3/4") (INCL, TAPPING SADDLE, CORP STOP, ETC.)											
64	SERVICE TAP (1") (INCL, TAPPING SADDLE, CORP STOP, ETC.)											
65	SERVICE TUBING (OPEN CUT) (3/4")											
66	SERVICE TUBING (OPEN CUT) (1")											

Monthly Totals

		1	2	3	4	5	6	7	8	9	10	TOTAL
	DESCRIPTION	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
67	SERVICE TUBING (BORED) (3/4")											
68	SERVICE TUBING (BORED) (1")											
69	WATER SERVICE METER (3/4")											
70	WATER SERVICE METER (1")											
	MISCELLANEOUS CONSTRUCTION ITEMS											
71	CRUSHED AGGREGATE (SIZE 825)	68.35	583.34	631.67	373.08	399.2						2055.64
72	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	688	2108	2977	1514	1886						9173
73	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)					8						8
74	HARDY STREET ROADWAY REPAIR (SPECIAL CONSTRUCTION)											
75	9.5 MM HOT MIX ASPHALT											
76	19 MM HOT MIX ASPHALT											
77	CONCRETE SIDEWALK REPAIR (ALL DEPTHS)					16						16
78	CONCRETE CURB & GUTTER (MATCH EXISTING TYPE)					5						5
79	CONCRETE DITCH REPAIR											
80	CLASS "B" CONCRETE, MINOR STRUCTURES											
81	REINFORCING STEEL											
82	INLET GRATINGS											
83	INLET CASTINGS											
84	12" CORRUGATED HDPE PIPE (DUAL WALL)											
85	15" CORRUGATED HDPE PIPE (DUAL WALL)											
86	12" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)											
87	15" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)					24						24
88	18" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)											
89	18"x11" REINFORCED CONCRETE ARCH PIPE (CLASS 3) (PLASTIC GASKETS)											
90	REMOVAL OF EXISTING PIPE CROSS DRAINS (ALL SIZES AND DEPTHS)					24						24

Monthly Totals

		1	2	3	4	5	6	7	8	9	10	TOTAL
	DESCRIPTION	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
91	REMOVAL OF EXISTING CORRUGATED HDPE PIPE (ALL SIZES AND DEPTHS) AND RESET											
92	REMOVE, SALVAGE, AND RESET EXISTING WOOD FENCE											
93	REMOVE, SALVAGE, AND RESET EXISTING NET WIRE FENCE											
94	REMOVE, SALVAGE, AND RESET EXISTING CHAIN LINK FENCE											
95	6" YELLOW THERMOPLASTIC DETAIL TRAFFIC STRIPE											
96	LEGEND WHITE THERMOPLASTIC TRAFFIC MARKING (6" EQUIVALENT)											
97	SOLID SOD (INCL SOD, TOP SOIL, FERTILIZER, WATERING, ETC.)											
98	LANDSCAPE RESTORATION (INCL TOP SOIL, PLANTS, MULCH, WATERING, ETC.)											
99	CLEARING AND GRUBBING			0.32	0.1	0.1						0.52
100	TEMPORARY EROSION CONTROL			0.2	0.1	0.1						0.4
101	MAINTENANCE OF TRAFFIC	0.1	0.1	0.1	0.1	0.1						0.5
102	MOBILIZATION	0.5			0.5							1

Stored Material Summary

Contractor's Application

For (contract):	COMPREHENSIVE SEWER/WATER PHASE 8					Application Number:		5				
Application Period:		12/1/2018		TO 12/31/2018		Application Date:		12-Jan-19				
A	B	C			D		E		F		G	
Pay Item No.	Unit Price	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$ (D + E - F))			
			Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)				
		CAMP STREET AREA SEWER PIPE ITEMS										
		1	\$ 4.48	8" SDR-26 PVC SEWER PIPE (0-6')	-	\$ -	2,109	\$ 9,448.32	614	\$ 2,752.65	\$ 6,695.67	
		2	\$ 4.48	8" SDR-26 PVC SEWER PIPE (6'-8')	-	\$ -	5,576	\$ 24,980.48	2,618	\$ 11,726.98	\$ 13,253.50	
		3	\$ 4.48	8" SDR-26 PVC SEWER PIPE (8'-10')	-	\$ -	2,961	\$ 13,265.28	2,346	\$ 10,511.33	\$ 2,753.95	
		4	\$ 4.48	8" SDR-26 PVC SEWER PIPE (10'-12')	-	\$ -	863	\$ 3,866.24	557	\$ 2,493.25	\$ 1,372.99	
		5	\$ 4.48	8" SDR-26 PVC SEWER PIPE (12'-14')	-	\$ -	249	\$ 1,115.52	35	\$ 156.76	\$ 958.76	
		6	\$ 7.04	10" SDR-26 PVC SEWER PIPE (0-6')	-	\$ -	25	\$ 176.00		\$ -	\$ 176.00	
		7	\$ 7.04	10" SDR-26 PVC SEWER PIPE (6'-8')	-	\$ -	351	\$ 2,471.04	100	\$ 704.00	\$ 1,767.04	
		8	\$ 7.04	10" SDR-26 PVC SEWER PIPE (8'-10')	-	\$ -	325	\$ 2,288.00	222	\$ 1,564.92	\$ 723.08	
		9	\$ 7.04	10" SDR-26 PVC SEWER PIPE (10'-12')	-	\$ -	239	\$ 1,682.56	244	\$ 1,715.72	\$ -	
		10	\$ 7.04	10" SDR-26 PVC SEWER PIPE (12'-14')	-	\$ -	130	\$ 915.20		\$ -	\$ 915.20	
		11	\$ 7.04	10" SDR-26 PVC SEWER PIPE (14'-16')	-	\$ -	8	\$ 56.32		\$ -	\$ 56.32	
		12	\$ 28.12	8" DUCTILE IRON SEWER PIPE (0-6')	-	\$ -	384	\$ 10,798.08	18	\$ 506.16	\$ 10,291.92	
		13	\$ 28.12	8" DUCTILE IRON SEWER PIPE (6'-8')	-	\$ -	20	\$ 562.40		\$ -	\$ 562.40	
		14	\$ 38.12	10" DUCTILE IRON SEWER PIPE (0-6')	-	\$ -	25	\$ 953.00		\$ -	\$ 953.00	
		15	\$ 38.12	10" DUCTILE IRON SEWER PIPE (6'-8')	-	\$ -	30	\$ 1,143.60		\$ -	\$ 1,143.60	
		16		REMOVAL OF EXISTING SEWER LINE	-	\$ -		\$ -	5,537	\$ -	\$ -	
		17		ABANDONMENT OF EXISTING SEWER LINE (ALL SIZES)	-	\$ -		\$ -		\$ -	\$ -	
		18	\$ 1.14	TRACER WIRE SYSTEM FOR SEWER	-	\$ -	19,153	\$ 21,834.42	8,267	\$ 9,424.22	\$ 12,410.20	
				SEWER MANHOLE ITEMS								
				19	\$ 876.99	48" PRECAST CONCRETE SEWER MANHOLE (0-6)	-	\$ -	6	\$ 5,261.94	4	\$ 3,507.96
20	\$ 1,018.02			48" PRECAST CONCRETE SEWER MANHOLE (6-8)	-	\$ -	32	\$ 32,576.64	11	\$ 11,198.22	\$ 21,378.42	
21	\$ 1,191.00			48" PRECAST CONCRETE SEWER MANHOLE (8-10)	-	\$ -	8	\$ 9,528.00	6	\$ 7,146.00	\$ 2,382.00	
22	\$ 1,346.00			48" PRECAST CONCRETE SEWER MANHOLE (10-12)	-	\$ -	1	\$ 1,346.00	1	\$ 1,346.00	\$ -	
		TOTALS				\$ -		\$ 144,269.04		\$ 64,754.17	\$79,548.03	
		10/2/2018										

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Stored Material Summary

Contractor's Application

For (contract):	COMPREHENSIVE SEWER/WATER PHASE 8					Application Number:	5			
Application Period:	12/1/2018		TO	12/31/2018		Application Date:	12-Jan-19			
A	B	C	D		E		F		G	
Pay Item No.	Unit Price	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$ (D + E - F))	
			Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)		
		Subtotal From Previous Page				144269.04		64754.1732		79548.0252
23	\$ 1,412.67	48" PRECAST CONCRETE SEWER MANHOLE (12-14)	-	\$ -	3	\$ 4,238.01		\$ -		\$ 4,238.01
24	\$ 929.33	48" PRECAST CONCRETE SEWER MANHOLE (0-6) (FLAT TOP)	-	\$ -	3	\$ 2,787.99		\$ -		\$ 2,787.99
25	\$ 1,552.52	60" PRECAST CONCRETE SEWER MANHOLE (0-6)	-	\$ -	1	\$ 1,552.52		\$ -		\$ 1,552.52
26	\$ 1,550.00	60" PRECAST CONCRETE SEWER MANHOLE (6-8)	-	\$ -	1	\$ 1,550.00	1.00	\$ 1,550.00		\$ -
27	\$ 1,850.00	60" PRECAST CONCRETE SEWER MANHOLE (8-10)	-	\$ -	1	\$ 1,850.00		\$ -		\$ 1,850.00
28	\$ 2,156.00	60" PRECAST CONCRETE SEWER MANHOLE (10-12)	-	\$ -	1	\$ 2,156.00	1.00	\$ 2,156.00		\$ -
29	\$ 575.00	60" PRECAST CONCRETE SEWER MANHOLE (6-8) (DOGHOUSE)	-	\$ -	2	\$ 1,150.00		\$ -		\$ 1,150.00
30	\$ 2,665.00	72" PRECAST CONCRETE SPLITTER SEWER MANHOLE (10-12) (DOGHOUSE)	-	\$ -	1	\$ 2,665.00		\$ -		\$ 2,665.00
31		DEMOLITION AND REMOVAL OF EXISTING MANHOLES (ALL TYPES)	-	\$ -		\$ -	20.00	\$ -		\$ -
32		ABANDONMENT OF EXISTING MANHOLE	-	\$ -		\$ -		\$ -		\$ -
33	\$ 649.28	DROP MANHOLE ASSEMBLY (ALL DEPTHS)	-	\$ -	1	\$ 649.28		\$ -		\$ 649.28
		SEWER SERVICE ITEMS								
34	\$ 170.25	4" SANITARY SEWER SERVICE CLEANOUT	-	\$ -	220	\$ 37,455.00	83.00	\$ 14,130.75		\$ 23,324.25
35		4" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS)	-	\$ -		\$ -	165.00	\$ -		\$ -
36	\$ 2.34	6" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS)	-	\$ -	3,792	\$ 8,873.28	1,553.00	\$ 3,634.02		\$ 5,239.26
37	\$ 58.40	8"x8"x6" PVC SERVICE TEE	-	\$ -	203	\$ 11,855.20	81.00	\$ 4,730.40		\$ 7,124.80
38	\$ 220.22	10"x10"x6" PVC SERVICE TEE	-	\$ -	20	\$ 4,404.40	7.00	\$ 1,541.54		\$ 2,862.86
39	\$ 480.00	8"x8"x6" DUCTILE IRON SERVICE TEE	-	\$ -	5	\$ 2,400.00		\$ -		\$ 2,400.00
		WATER PIPE ITEMS								
40	\$ 1.06	2" & UNDER 150 PSI PVC WATER PIPE FOR CONNECTIONS (OPEN CUT)	-	\$ -	40	\$ 42.40		\$ -		\$ 42.40
41	\$ 16.58	6" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	-	\$ -	5,344	\$ 88,603.52	431.00	\$ 7,145.98		\$ 81,457.54
42	\$ 17.23	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	-	\$ -	4,680	\$ 80,636.40	1,408.00	\$ 24,259.84		\$ 56,376.56
43	\$ 18.51	8" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FITTINGS)	-	\$ -	500	\$ 9,255.00		\$ -		\$ 9,255.00
44	\$ 25.77	10" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FITTINGS)	-	\$ -	360	\$ 9,277.20		\$ -		\$ 9,277.20
45	\$ 1.00	TRACER WIRE SYSTEM FOR WATER	-	\$ -	22,864	\$ 22,864.00	1,779.00	\$ 1,779.00		\$ 21,085.00
		TOTALS		\$ -		\$ 438,534.24		\$ 125,681.70		\$ 312,885.70

EJCDC No. C-620 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Stored Material Summary

Contractor's Application

For (contract):		COMPREHENSIVE SEWER/WATER PHASE 8				Application Number: 5				
Application Period:		12/1/2018		TO 12/31/2018		Application Date: 12-Jan-19				
A	B	C		D		E		F		G
Pay Item No.	Unit Price	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$ (D + E - F))	
			Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)		
		Subtotal From Previous Page				438534.24		125681.7032	312885.6952	
		WATER CONNECTION ITEMS								
46	\$ 116.50	CUT AND CAP EXISTING WATER LINE IN PLACE	-	\$ -	6	\$ 699.00		\$ -	\$ 699.00	
47	\$ 222.00	CONNECTION: PROPOSED 6" TO EXISTING 2" (STRAIGHT-REDUCER AND COUPLING)	-	\$ -	1	\$ 222.00		\$ -	\$ 222.00	
48	\$ 239.00	CONNECTION: PROPOSED 6" TO EXISTING 6" (STRAIGHT-COUPLING)	-	\$ -	2	\$ 478.00		\$ -	\$ 478.00	
49	\$ 654.00	CONNECTION: PROPOSED 6" TO EXISTING 6" (TEE & OTHER FITTINGS)	-	\$ -	3	\$ 1,962.00		\$ -	\$ 1,962.00	
50	\$ 1,344.00	CONNECTION: PROPOSED 6" TO EXISTING 6" (HOT TAP w/ VALVE ASSEMBLY)	-	\$ -	8	\$ 10,752.00		\$ -	\$ 10,752.00	
51	\$ 2,959.00	CONNECTION: PROPOSED 6" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY)	-	\$ -	2	\$ 5,918.00		\$ -	\$ 5,918.00	
52	\$ 654.00	CONNECTION: PROPOSED 6" TO PROPOSED 6" (TEE & OTHER FITTINGS)	-	\$ -	1	\$ 654.00		\$ -	\$ 654.00	
53	\$ 916.00	CONNECTION: PROPOSED 8" TO EXISTING 6" (TEE & OTHER FITTINGS)	-	\$ -	11	\$ 10,076.00		\$ -	\$ 10,076.00	
54	\$ 2,006.00	CONNECTION: PROPOSED 8" TO EXISTING 6" (HOT TAP w/ VALVE ASSEMBLY)	-	\$ -	1	\$ 2,006.00		\$ -	\$ 2,006.00	
55	\$ 2,532.00	CONNECTION: PROPOSED 8" TO EXISTING 8" (HOT TAP w/ VALVE ASSEMBLY)	-	\$ -	1	\$ 2,532.00		\$ -	\$ 2,532.00	
56	\$ 3,782.90	CONNECTION: PROPOSED 8" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY)	-	\$ -	3	\$ 11,348.70		\$ -	\$ 11,348.70	
57	\$ 355.00	CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & OTHER FITTINGS)	-	\$ -	5	\$ 1,775.00	3.00	\$ 1,065.00	\$ 710.00	
58	\$ 550.00	CONNECTION: PROPOSED 8" TO PROPOSED 8" (TEE & OTHER FITTINGS)	-	\$ -	3	\$ 1,650.00	1.00	\$ 550.00	\$ 1,100.00	
		WATER VALVE ITEMS								
59	\$ 569.00	6" GATE VALVE	-	\$ -	27	\$ 15,363.00	3.00	\$ 1,707.00	\$ 13,656.00	
60	\$ 810.00	8" GATE VALVE	-	\$ -	22	\$ 17,820.00	8.00	\$ 6,480.00	\$ 11,340.00	
		WATER FIRE PROTECTION ITEMS								
61	\$ 1,237.08	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL TEE, VALVE, HYDRANT, BRASS TAG, PIPE, & OT	-	\$ -	16	\$ 19,793.28	2.00	\$ 2,474.16	\$ 17,319.12	
62		REMOVAL OF EXISTING FIRE HYDRANT	-	\$ -		\$ -		\$ -	\$ -	
		WATER SERVICE ITEMS								
63	\$ 70.50	SERIVCE TAP (3/4") (INCL, TAPPING SADDLE, CORP STOP, ETC.)	-	\$ -	110	\$ 7,755.00		\$ -	\$ 7,755.00	
64	\$ 73.98	SERIVCE TAP (1") (INCL, TAPPING SADDLE, CORP STOP, ETC.)	-	\$ -	29	\$ 2,145.42		\$ -	\$ 2,145.42	
65		SERVICE TUBING (OPEN CUT) (3/4")	-	\$ -		\$ -		\$ -	\$ -	
66		SERVICE TUBING (OPEN CUT) (1")	-	\$ -		\$ -		\$ -	\$ -	
		TOTALS		\$ -		\$ 551,483.64		\$ 137,957.86	\$ 413,558.94	

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Stored Material Summary

Contractor's Application

For (contract):		COMPREHENSIVE SEWER/WATER PHASE 8				Application Number: 5				
Application Period: 12/1/2018 TO 12/31/2018						Application Date: 12-Jan-19				
A	B	C		D		E		F		G
Pay Item No.	Unit Price	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$ (D + E - F))	
			Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)		
		Subtotal From Previous Page				551483.64		137957.8632	413558.9352	
67		SERVICE TUBING (BORED) (3/4")	-	\$ -		\$ -		\$ -	\$ -	
68		SERVICE TUBING (BORED) (1")	-	\$ -		\$ -		\$ -	\$ -	
69		WATER SERVICE METER (3/4")	-	\$ -		\$ -		\$ -	\$ -	
70		WATER SERVICE METER (1")	-	\$ -		\$ -		\$ -	\$ -	
		MISCELLANEOUS CONSTRUCTION ITEMS								
71		CRUSHED AGGREGATE (SIZE 825)	-	\$ -		\$ -	2,055.64	\$ -	\$ -	
72		SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	-	\$ -		\$ -	9,173.00	\$ -	\$ -	
73		CONCRETE PAVEMENT REPAIR (ALL DEPTHS)	-	\$ -		\$ -	8.00	\$ -	\$ -	
74		HARDY STREET ROADWAY REPAIR (SPECIAL CONSTRUCTION)	-	\$ -		\$ -		\$ -	\$ -	
75		9.5 MM HOT MIX ASPHALT	-	\$ -		\$ -		\$ -	\$ -	
76		19 MM HOT MIX ASPHALT	-	\$ -		\$ -		\$ -	\$ -	
77		CONCRETE SIDEWALK REPAIR (ALL DEPTHS)	-	\$ -		\$ -	16.00	\$ -	\$ -	
78		CONCRETE CURB & GUTTER (MATCH EXISTING TYPE)	-	\$ -		\$ -	5.00	\$ -	\$ -	
79		CONCRETE DITCH REPAIR	-	\$ -		\$ -		\$ -	\$ -	
80		CLASS "B" CONCRETE, MINOR STRUCTURES	-	\$ -		\$ -		\$ -	\$ -	
81		REINFORCING STEEL	-	\$ -		\$ -		\$ -	\$ -	
82		INLET GRATINGS	-	\$ -		\$ -		\$ -	\$ -	
83		INLET CASTINGS	-	\$ -		\$ -		\$ -	\$ -	
84		12" CORRUGATED HDPE PIPE (DUAL WALL)	-	\$ -		\$ -		\$ -	\$ -	
85		15" CORRUGATED HDPE PIPE (DUAL WALL)	-	\$ -		\$ -		\$ -	\$ -	
86		12" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	-	\$ -		\$ -		\$ -	\$ -	
87		15" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	-	\$ -		\$ -	24.00	\$ -	\$ -	
88		18" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	-	\$ -		\$ -		\$ -	\$ -	
89		18"x11" REINFORCED CONCRETE ARCH PIPE (CLASS 3) (PLASTIC GASKETS)	-	\$ -		\$ -		\$ -	\$ -	
90		REMOVAL OF EXISTING PIPE CROSS DRAINS (ALL SIZES AND DEPTHS)	-	\$ -		\$ -	24.00	\$ -	\$ -	
		TOTALS		\$ -		\$ 551,483.64		\$ 137,957.86	\$ 413,558.94	

EJCDC No. C-620 (2002 Edition)

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Stored Material Summary

Contractor's Application

[illegible]

EJCDC No. C-620 (2002 Edition)

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Engineering Progress

January 21, 2019

City of Hattiesburg
Post Office Box 1898
Hattiesburg MS 39403-1898

Attn: Lamar Rutland, P.E.

**RE: Comprehensive Sewer/Water Improvements – Phase X
City of Hattiesburg**

Dear Mr. Rutland:

Enclosed please find Pay Estimate No. 3 for the above referenced project in the amount of \$359,133.67.

Should you have any questions and/or comments, please, do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "John T. Weeks", is written over the word "Sincerely,".

John T. Weeks, P.E.
Project Engineer

/aa

cc: Wade Phillips - SDW
Jason Bankston - Grady Crawford

RECEIVED
1/22/19

SECTION 00660

PERIODIC ESTIMATE FOR PAYMENT

PERIODIC ESTIMATE FOR PAYMENT	NO: 003	PERIOD: 11/01/18 through 12/31/18	SHEET: 1 of 6
OWNER: City Of Hattiesburg		PROJECT: Comprehensive Sewer/Water Improvements - Phase X	
ENGINEER: SDW Engineering Progress		CONTRACT: Invoice No. 18055-5856	
CONTRACTOR: Grady Crawford Construction Co., Inc. Of Baton Rouge		PERCENT COMPLETE: 31%	
PROJECT NO.:		ORIGINAL CONTRACT TIME: 270 Days	TIME REMAINING: 109 Days
		CONTRACT COMPLETION DATE: April 19, 2019	

In accordance with this Contract and the attached Estimate for Payment, the Contractor is entitled to payment in the amount stipulated below. The present status of the account for this Contract is as follows:

<u>Change Order</u>	<u>Additions</u>	<u>Deductions</u>	
			Original Contract Sum: \$ 2,992,750.30
			Change Orders (Net Change): \$0.00
			Contract Sum to Date: \$ 2,992,750.30
			Material Stored: \$ -
			Work Completed to Date: \$925,863.81
			Total Completed to Date: \$ 925,863.81
			5% Retainage: \$ 46,293.19
			Total Earned Less Retainage: \$ 879,570.62
			Less Previous Estimates: \$520,436.95
			Total Due This Estimate: \$ 359,133.67
Net Change:			

CERTIFICATION OF CONTRACTOR: According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this Periodic Estimate for Partial Payment are correct; that all work has been performed and/or material supplied in full accordance with the requirements of the referenced contract, and/or duly authorized deviations, up to and including the last day of the period covered by this Periodic Estimate; and that no part of the "Balance Due This Payment" has been received.

Contractor: Grady Crawford Construction Co., Inc. Of Baton Rouge By: [Signature] Date: 1/18/2019

CERTIFICATION OF ENGINEER: I certify that I have checked and verified the above and foregoing Periodic Estimate for Partial Payment; that to the best of my knowledge and belief it is a true and correct statement of work performed and/or material supplied by the Contractor; that all work and/or material included in the Periodic Estimate has been inspected by me and/or my duly authorized representative or assistants, and that it has been performed and/or supplied in full accordance with the requirements of the referenced contract; and that partial payment claimed and requested by the Contractor is correctly computed on the basis of work performed and/or material supplied to date.

Engineer: SDW Engineering Progress By: [Signature] Date: 1/21/19

CERTIFICATION OF OWNER: I do hereby accept the foregoing Periodic Estimate for Payment and do recommend and approve the partial payment claimed and requested by the Contractor.

Owner: City Of Hattiesburg By: _____ Date: _____

PERIODIC ESTIMATE FOR PAYMENT NO.: 003PERIOD: 1-Nov-18 through 31-Dec-18

Page: 2 of 6

ITEM NO.	DESCRIPTION OF ITEM	SUMMARY ORIGINAL CONTRACT				WORK COMPLETED PREVIOUS PERIODS		ESTIMATE OF WORK COMPLETED THIS PERIOD		ESTIMATE OF WORK COMPLETED TO DATE	
		UNIT PRICE	QUANTITY	UNIT	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION
1	8" SDR 26 PVC Sewer Pipe (0' - 6')	\$35.00	1674	LF	\$ 58,590.00	274.80	\$ 9,618.00	193.40	\$ 6,769.00	468.20	\$ 16,387.00
2	8" SDR 26 PVC Sewer Pipe (6' - 8')	\$41.00	5540	LF	\$ 227,140.00	1933.80	\$ 79,285.80	439.10	\$ 18,003.10	2,372.90	\$ 97,288.90
3	8" SDR 26 PVC Sewer Pipe (8' - 10')	\$46.00	1528	LF	\$ 70,288.00	330.10	\$ 15,184.60	583.90	\$ 26,859.40	914.00	\$ 42,044.00
4	8" SDR 26 PVC Sewer Pipe (10' - 12')	\$60.00	841	LF	\$ 50,460.00	435.00	\$ 26,100.00	328.40	\$ 19,704.00	763.40	\$ 45,804.00
5	8" SDR 26 PVC Sewer Pipe (12' - 14')	\$73.00	291	LF	\$ 21,243.00		\$ -	128.70	\$ 9,395.10	128.70	\$ 9,395.10
6	8" SDR 26 PVC Sewer Pipe (14' - 16')	\$225.00	53	LF	\$ 11,925.00		\$ -		\$ -	0.00	\$ -
7	10" SDR 26 PVC Sewer Pipe (0' - 6')	\$56.00	242	LF	\$ 13,552.00	200.70	\$ 11,239.20		\$ -	200.70	\$ 11,239.20
8	10" SDR 26 PVC Sewer Pipe (6' - 8')	\$64.00	122	LF	\$ 7,808.00	26.30	\$ 1,683.20		\$ -	26.30	\$ 1,683.20
9	10" SDR 26 PVC Sewer pipe (8' - 10')	\$97.00	40	LF	\$ 3,880.00		\$ -		\$ -	0.00	\$ -
10	10" SDR 26 PVC Sewer Pipe (10' - 12')	\$138.00	55	LF	\$ 7,590.00		\$ -		\$ -	0.00	\$ -
11	10" SDR 26 PVC Sewer Pipe (12' - 14')	\$221.00	90	LF	\$ 19,890.00		\$ -		\$ -	0.00	\$ -
12	10" SDR 26 PVC Sewer Pipe (14' - 16')	\$324.00	20	LF	\$ 6,480.00		\$ -		\$ -	0.00	\$ -
13	8" Ductile Iron Sewer Pipe (0' - 6')	\$66.00	50	LF	\$ 3,300.00		\$ -		\$ -	0.00	\$ -
14	8" Ductile Iron Sewer Pipe (6' - 8')	\$72.00	10	LF	\$ 720.00		\$ -		\$ -	0.00	\$ -
15	12" steel casing .25 open cut all depths	\$167.00	60	LF	\$ 10,020.00		\$ -		\$ -	0.00	\$ -
16	Removal Of Existing Sewer Line	\$6.50	6396	LF	\$ 41,574.00	3773.70	\$ 24,529.05	2217.50	\$ 14,413.75	5,991.20	\$ 38,942.80
17	Abandonment of Existing Sewer Line (All Sizes)	\$6.50	1926	LF	\$ 12,519.00	510.40	\$ 3,317.60		\$ -	510.40	\$ 3,317.60
18	Tracer Wire System for Sewer	\$0.30	15690	LF	\$ 4,707.00	4665.70	\$ 1,399.71	2217.50	\$ 665.25	6,883.20	\$ 2,064.96
	Sewer Manhole Items										
19	48" Precast Concrete Sewer Manhole (0' - 6')	\$2,450.00	11.00	EA	\$ 26,950.00	3.00	\$ 7,350.00		\$ -	3.00	\$ 7,350.00
20	48" Precast Concrete Sewer Manhole (6' - 8')	\$2,900.00	12.00	EA	\$ 34,800.00	11.00	\$ 31,900.00	2.00	\$ 5,800.00	13.00	\$ 37,700.00
21	48" Precast Concrete Sewer Manhole (8' - 10')	\$3,675.00	6.00	EA	\$ 22,050.00		\$ -	2.00	\$ 7,350.00	2.00	\$ 7,350.00
22	48" Precast Concrete Sewer Manhole (10' - 12')	\$5,440.00	1.00	EA	\$ 5,440.00	1.00	\$ 5,440.00	1.00	\$ 5,440.00	2.00	\$ 10,880.00
23	48" Precast Concrete Sewer Manhole (12' - 14')	\$7,225.00	1.00	EA	\$ 7,225.00		\$ -	1.00	\$ 7,225.00	1.00	\$ 7,225.00
24	48" Precast Concrete Sewer Manhole (14' - 16')	\$4,400.00	1.00	EA	\$ 4,400.00		\$ -		\$ -	0.00	\$ -
25	48" Precast Concrete Sewer Manhole (6' - 8') Doghouse	\$5,875.00	3.00	EA	\$ 17,625.00		\$ -		\$ -	0.00	\$ -
26	48" Precast Concrete Sewer Manhole (10' - 12') Doghouse	\$7,940.00	1.00	EA	\$ 7,940.00		\$ -		\$ -	0.00	\$ -
27	60" Precast Concrete Sewer Manhole (0' - 6')	\$3,865.00	1.00	EA	\$ 3,865.00		\$ -		\$ -	0.00	\$ -
28	60" Precast Concrete Sewer Manhole (6' - 8')	\$5,100.00	1.00	EA	\$ 5,100.00		\$ -	1.00	\$ 5,100.00	1.00	\$ 5,100.00
29	60" Precast Concrete Sewer Manhole (8' - 10')	\$6,250.00	1.00	EA	\$ 6,250.00		\$ -		\$ -	0.00	\$ -

PERIODIC ESTIMATE FOR PAYMENT NO.: 003PERIOD: 1-Nov-18 through 31-Dec-18

Page: 3 of 6

ITEM NO.	DESCRIPTION OF ITEM	SUMMARY ORIGINAL CONTRACT				WORK COMPLETED PREVIOUS PERIODS		ESTIMATE OF WORK COMPLETED THIS PERIOD		ESTIMATE OF WORK COMPLETED TO DATE	
		UNIT PRICE	QUANTITY	UNIT	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION
30	60" Precast Concrete Sewer Manhole (10' - 12')	\$8,150.00	1.00	EA	\$ 8,150.00	1.00	\$ 8,150.00		\$ -	1.00	\$ 8,150.00
31	60" Precast Concrete Sewer Manhole (12' - 14')	\$12,850.00	1.00	EA	\$ 12,850.00		\$ -		\$ -	0.00	\$ -
32	60" Precast Concrete Sewer Manhole (6' - 8') (Doghouse)	\$7,350.00	1.00	EA	\$ 7,350.00	1.00	\$ 7,350.00		\$ -	1.00	\$ 7,350.00
33	60" Precast Concrete Splitter Sewer Manhole (10' - 12') (Doghouse)	\$11,650.00	1.00	EA	\$ 11,650.00		\$ -		\$ -	0.00	\$ -
34	Demolition and Removal Of Existing Manholes (All Types)	\$750.00	33.00	EA	\$ 24,750.00	7.00	\$ 5,250.00	8.00	\$ 6,000.00	15.00	\$ 11,250.00
35	Abandonment of Existing Manhole	\$400.00	1.00	EA	\$ 400.00		\$ -		\$ -	0.00	\$ -
36	Drop Manhole Assembly (All Depths)	\$2,500.00	6.00	EA	\$ 15,000.00	1.00	\$ 2,500.00	2.00	\$ 5,000.00	3.00	\$ 7,500.00
37	1000 gallon, concrete grease trap 6" walls traffic rated	\$18,895.00	1.00	EA	\$ 18,895.00		\$ -		\$ -	0.00	\$ -
	Sewer Service Items										
38	4" Sanitary Sewer Service Cleanout	\$365.00	155.00	EA	\$ 56,575.00	65.00	\$ 23,725.00	24.00	\$ 8,760.00	89.00	\$ 32,485.00
39	4" SDR 26 PVC Pipe Sanitary Sewer Service (Inci Fittings)	\$30.00	120.00	LF	\$ 3,600.00	13.00	\$ 390.00		\$ -	13.00	\$ 390.00
40	6" SDR 26 PVC Pipe Sanitary Sewer Service (Inci Fittings)	\$30.00	3588.00	LF	\$ 107,640.00	1551.50	\$ 46,545.00	544.00	\$ 16,320.00	2,095.50	\$ 62,865.00
41	8" x 8" x 6" PVC Service Tee	\$120.00	148.00	EA	\$ 17,760.00	70.00	\$ 8,400.00	24.00	\$ 2,880.00	94.00	\$ 11,280.00
42	10" x 10" x 6" PVC Service Tee	\$390.00	13.00	EA	\$ 5,070.00		\$ -		\$ -	0.00	\$ -
43	8" x 8" x 6" Ductile Iron Service Tee	\$950.00	4.00	EA	\$ 3,800.00		\$ -		\$ -	0.00	\$ -
44	Service tap on existing 8" sewer main	\$2,500.00	2.00	EA	\$ 5,000.00		\$ -		\$ -	0.00	\$ -
	Water Pipe Items										
45	2" & Under 150 PSI PVC Water Pipe for Connections (Open Cut)	\$20.00	40.00	LF	\$ 800.00		\$ -		\$ -	0.00	\$ -
46	6" Class 350 Ductile Iron Water Pipe (Open Cut)	\$24.00	6330.00	LF	\$ 151,920.00	1126.00	\$ 27,024.00	2074.00	\$ 49,776.00	3,200.00	\$ 76,800.00
47	8" 200 PSI, DR11, HDPE (Directional Bore) (Inci. Adapter fittings)	\$77.00	100.00	LF	\$ 7,700.00		\$ -		\$ -	0.00	\$ -
48	Tracer Wire System for Water	\$0.30	10381.00	LF	\$ 3,114.30	1126.00	\$ 337.80	2882.00	\$ 864.60	4,008.00	\$ 1,202.40
	Water Connection Items										
49	Cut and Cap Existing Water Line in Place	\$400.00	8.00	EA	\$ 3,200.00		\$ -		\$ -	0.00	\$ -
50	Connection: Proposed 6" to Existing 6" (Straight - Coupling)	\$785.00	1.00	EA	\$ 785.00		\$ -		\$ -	0.00	\$ -
51	Connection: Proposed 6" to Existing 6" (Tee & other fittings)	\$1,266.00	4.00	EA	\$ 5,064.00		\$ -	1.00	\$ 1,266.00	1.00	\$ 1,266.00
52	Connection: Proposed 6" to Existing 6" (Hot Tap w/Valve Assembly)	\$3,000.00	1.00	EA	\$ 3,000.00		\$ -		\$ -	0.00	\$ -

ITEM NO.	DESCRIPTION OF ITEM	SUMMARY ORIGINAL CONTRACT				WORK COMPLETED PREVIOUS PERIODS		ESTIMATE OF WORK COMPLETED THIS PERIOD		ESTIMATE OF WORK COMPLETED TO DATE	
		UNIT PRICE	QUANTITY	UNIT	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION
53	Connection: Proposed 6" to Existing 8" (Hot Tap w/Valve Assembly)	\$3,000.00	2.00	EA	\$ 6,000.00	1.00	\$ 3,000.00	1.00	\$ 3,000.00	2.00	\$ 6,000.00
54	Connection: Proposed 6" to Existing 20" (Hot Tap w/Valve Assembly)	\$5,000.00	7.00	EA	\$ 35,000.00		\$ -	2.00	\$ 10,000.00	2.00	\$ 10,000.00
55	Connection: Proposed 6" to Proposed 6" (Tee & other fittings)	\$1,075.00	3.00	EA	\$ 3,225.00		\$ -	3.00	\$ 3,225.00	3.00	\$ 3,225.00
	Water Valve Items										
56	6" Gate Valve	\$1,800.00	20.00	EA	\$ 36,000.00	1.00	\$ 1,800.00	12.00	\$ 21,600.00	13.00	\$ 23,400.00
	Water Fire Protection Items										
57	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	\$3,900.00	13.00	EA	\$ 50,700.00	2.00	\$ 7,800.00	2.00	\$ 7,800.00	4.00	\$ 15,600.00
58	Removal of Existing Fire Hydrant	\$500.00	6.00	EA	\$ 3,000.00		\$ -		\$ -	0.00	\$ -
	Water Service Items										
59	Service Tap (3/4") (Incl: Tapping Saddle, Corp Stop, etc)	\$325.00	110.00	EA	\$ 35,750.00		\$ -	31.00	\$ 10,075.00	31.00	\$ 10,075.00
60	Service Tap (1") (Incl: Tapping Saddle, Corp Stop, etc)	\$500.00	3.00	EA	\$ 1,500.00		\$ -		\$ -	0.00	\$ -
61	Service Tubing (Open Cut) (3/4")	\$20.00	2587.00	LF	\$ 51,740.00		\$ -	808.00	\$ 16,160.00	808.00	\$ 16,160.00
62	Service Tubing (Open Cut) (1")	\$20.00	20.00	LF	\$ 400.00		\$ -		\$ -	0.00	\$ -
63	Service Tubing (Bored) (3/4")	\$24.00	310.00	LF	\$ 7,440.00		\$ -		\$ -	0.00	\$ -
64	Service Tubing (Bored) (1")	\$24.00	50.00	LF	\$ 1,200.00		\$ -		\$ -	0.00	\$ -
65	Remove relocate and reset existing water meter	\$250.00	36.00	EA	\$ 9,000.00		\$ -		\$ -	0.00	\$ -
66	Water Service Meter (3/4")	\$445.00	5.00	EA	\$ 2,225.00		\$ -		\$ -	0.00	\$ -
67	Water Service Meter (1")	\$1,000.00	1.00	EA	\$ 1,000.00		\$ -		\$ -	0.00	\$ -
	Miscellaneous Construction Items										
68	Crushed Aggregate (Size 610)	\$48.00	5084.00	TON	\$ 244,032.00	935.59	\$ 44,908.32	1468.38	\$ 70,482.24	2,403.97	\$ 115,390.56
69	Select Fill Material (Class 9, Group C), LVM	\$14.00	25693.00	CY	\$ 359,702.00	2486.00	\$ 34,804.00	924.00	\$ 12,936.00	3,410.00	\$ 47,740.00
70	Concrete Pavement Repair (All Depths)	\$85.00	1195.00	SY	\$ 101,575.00	293.96	\$ 24,986.60		\$ -	293.96	\$ 24,986.60
71	Hardy Street Roadway Repiar (Special Construction)	\$136.00	230.00	SY	\$ 31,280.00		\$ -		\$ -	0.00	\$ -
72	9.5 mm Hot Mix Asphalt	\$115.00	1840.00	TON	\$ 211,600.00		\$ -		\$ -	0.00	\$ -
73	19 mm Hot Mix Asphalt	\$165.00	1000.00	TON	\$ 165,000.00		\$ -		\$ -	0.00	\$ -
74	Brick Sidewalk Repair (All Depths)	\$400.00	5.00	SY	\$ 2,000.00		\$ -		\$ -	0.00	\$ -
75	Concrete Sidewalk Repair (All Depths)	\$45.00	195.00	SY	\$ 8,775.00	70.16	\$ 3,157.20		\$ -	70.16	\$ 3,157.20
76	Concrete Curb & Gutter (Match Existing Type)	\$25.00	1070.00	LF	\$ 26,750.00	24.00	\$ 600.00		\$ -	24.00	\$ 600.00

ITEM NO.	DESCRIPTION OF ITEM	SUMMARY ORIGINAL CONTRACT				WORK COMPLETED PREVIOUS PERIODS		ESTIMATE OF WORK COMPLETED THIS PERIOD		ESTIMATE OF WORK COMPLETED TO DATE	
		UNIT PRICE	QUANTITY	UNIT	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION
77	Concrete Ditch Repair	\$50.00	805.00	SF	\$ 40,250.00		\$ -		\$ -	0.00	\$ -
78	Concrete pipe piers incl concrete reinf straps	\$3,785.00	2.00	EA	\$ 7,570.00		\$ -		\$ -	0.00	\$ -
79	Class "B" Concrete, Minor Structures	\$459.00	6.00	CY	\$ 2,754.00	2.55	\$ 1,172.29		\$ -	2.55	\$ 1,172.29
80	Reinforcing Steel	\$2.00	67.00	IBS	\$ 134.00		\$ -		\$ -	0.00	\$ -
81	Inlet Gratings	\$6.00	200.00	IBS	\$ 1,200.00		\$ -		\$ -	0.00	\$ -
82	Inlet Castings	\$6.00	244.00	IBS	\$ 1,464.00	331.00	\$ 1,986.00		\$ -	331.00	\$ 1,986.00
83	12" Corrugated HDPE Pipe (Dual Wall)	\$36.00	40.00	LF	\$ 1,440.00		\$ -		\$ -	0.00	\$ -
84	15" Corrugated HDPE Pipe (Dual Wall)	\$55.00	40.00	LF	\$ 2,200.00		\$ -		\$ -	0.00	\$ -
85	12" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	\$43.00	56.00	LF	\$ 2,408.00		\$ -		\$ -	0.00	\$ -
86	15" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	\$59.00	118.00	LF	\$ 6,962.00		\$ -	24.00	\$ 1,416.00	24.00	\$ 1,416.00
87	18" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	\$80.00	16.00	LF	\$ 1,280.00		\$ -		\$ -	0.00	\$ -
88	24" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	\$120.00	48.00	LF	\$ 5,760.00		\$ -		\$ -	0.00	\$ -
89	30" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	\$150.00	48.00	LF	\$ 7,200.00		\$ -		\$ -	0.00	\$ -
90	36" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	\$200.00	48.00	LF	\$ 9,600.00		\$ -		\$ -	0.00	\$ -
91	Removal Of Existing Pipe Cross Drains (All Sizes and Depths)	\$10.00	360.00	LF	\$ 3,600.00		\$ -		\$ -	0.00	\$ -
92	Removal Of Existing Corrugated HDPE Pipe (All Sizes and Depths and Reset	\$10.00	70.00	LF	\$ 700.00		\$ -		\$ -	0.00	\$ -
93	Remove, Salvage and Reset Existing Wood Fence	\$15.00	70.00	LF	\$ 1,050.00		\$ -		\$ -	0.00	\$ -
94	Remove, Salvage and Reset Existing Net Wire Fence	\$15.00	130.00	LF	\$ 1,950.00		\$ -		\$ -	0.00	\$ -
95	Remove, Salvage and Reset Existing Chain Line Fence	\$15.00	25.00	LF	\$ 375.00		\$ -		\$ -	0.00	\$ -
96	Remove salvage and reset dumpster enclosure as detailed	\$10,000.00	1.00	LS	\$ 10,000.00		\$ -		\$ -	0.00	\$ -
97	6" Yellow Thermoplastic Detail Traffic Strip	\$4.00	1150.00	LF	\$ 4,600.00		\$ -		\$ -	0.00	\$ -
98	Lengend White Thermoplastic Traffic Marking (6" Equivalent)	\$4.00	2070.00	LF	\$ 8,280.00		\$ -		\$ -	0.00	\$ -
99	Solid Sod (Incl. Sod, Top Soil, Fertilizer, Watering, etc.)	\$8.00	5500.00	SY	\$ 44,000.00		\$ -		\$ -	0.00	\$ -
100	Landscape Retoration (Inc. Top Soil, Plants, Mulch, Watering, etc.)	\$35.00	1505.00	SF	\$ 52,675.00	972.00	\$ 34,020.00		\$ -	972.00	\$ 34,020.00
101	Clearing and Grubbing	\$7,500.00	1.00	ACRE	\$ 7,500.00		\$ -	0.50	\$ 3,750.00	0.50	\$ 3,750.00

PERIODIC ESTIMATE FOR PAYMENT NO.: 003PERIOD: 1-Nov-18 through 31-Dec-18

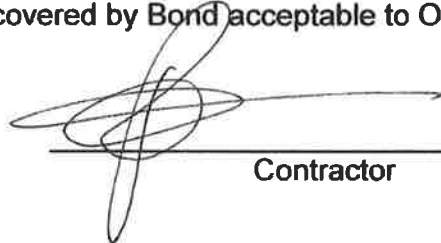
Page: 6 of 6

ITEM NO.	DESCRIPTION OF ITEM	SUMMARY ORIGINAL CONTRACT				WORK COMPLETED PREVIOUS PERIODS		ESTIMATE OF WORK COMPLETED THIS PERIOD		ESTIMATE OF WORK COMPLETED TO DATE	
		UNIT PRICE	QUANTITY	UNIT	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION
102	Temporary Erosion Control	\$10,000.00	1.00	V	\$ 10,000.00	0.18	\$ 1,800.00		\$ -	0.18	\$ 1,800.00
103	Maintenance Of Traffic	\$40,000.00	1.00	V	\$ 40,000.00	0.18	\$ 7,200.00		\$ -	0.18	\$ 7,200.00
104	Mobilization	\$135,500.00	1.00	CY	\$ 135,500.00	0.25	\$ 33,875.00		\$ -	0.25	\$ 33,875.00
		TOTAL			\$2,992,750.30		\$547,828.37		\$378,035.44		\$925,863.81

CONTRACTOR'S CERTIFICATION:

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

Dated: 01-18, 2019



Contractor

APPROVAL OF ENGINEER

This Application for Payment No. _____ Has been reviewed and is approved for payment.

Dated: _____, 20

By: _____
Resident Inspector

Dated: _____, 20

By: _____
Project Engineer

APPROVAL OF AUTHORIZED REPRESENTATIVE OF THE OWNER

Dated: _____, 20

By: _____
Resident Inspector

Dated: _____, 20

By: _____
Owner's Project Supervisor

Dated: _____, 20

By: _____
Chief Construction Engineer



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

January 2, 2019
Project No: 11254
Invoice No: 20612

Project Manager Kyle Wallace

Project 11254 Infrastructure Improvements on N 40th & N 39th Avenues

Professional Services from November 24, 2018 to December 22, 2018

Professional Personnel

	Hours	Rate	Amount	
CADD TECHNICIAN I				
Sullivan, Richard	.50	105.00	52.50	
RESIDENT PROJECT REPRESENTATIVE				
Phillips, Michael	83.00	85.00	7,055.00	
PROJECT ENGINEER				
Wallace, Kyle	3.50	175.00	612.50	
Totals	87.00		7,720.00	
Total Labor				7,720.00
		Total this Invoice		\$7,720.00

Please make checks payable to Shows, Dearman and Waits, Inc. Thank you.

7245.12
093695.6015
MB 2012-1/34

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | sd-w.com



Engineering Progress

January 21, 2019

City of Hattiesburg
Post Office Box 1898
Hattiesburg MS 39403-1898

Attn: Lamar Rutland, P.E.

RE: Infrastructure Improvements along North 40th, North 39th Avenue and
Mable Street
City of Hattiesburg

Dear Mr. Rutland:

Enclosed please find Pay Application No. 4 for the above referenced project in the amount of \$9,652.97.

Should you have any questions and/or comments, please, do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kyle D. Wallace'.

Kyle D. Wallace, P.E.
Project Engineer

/aa
Enclosures

cc: Payton Myers – Myers Underground
Wade Phillips – SDW

RECEIVED
1/22/19

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | sd-w.com

G:\PROJECTS\Hattiesburg_City of\11254 - Infrastructure Improvements on N40th and N39th Avenues\Corres\11254_Pay Application No.4_Transmittal_(Lamar).doc

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 1 of 2

TO OWNER: City of Hattiesburg

200 Forrest St.

Hattiesburg, MS 39401

PROJECT: Infrastructure

Improvements along N. 40th & N. 39th Ave.

APPLICATION NO:

Four

PERIOD TO:

Nov. 1, 2018

Nov. 30, 2018

Distribution to:

OWNER

x

ARCHITECT

CONTRACTOR

FROM CONTRACTOR:

Myers Underground Utilities

408 Ryan Road

HATTIESBURG, MS 39401

VIA ARCHITECT:

Shows Dearman & Wait

Hattiesburg, MS

PROJECT NOS:

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM

\$

797,010.70

2. Net change by Change Orders

\$

3. CONTRACT SUM TO DATE (Line 1 ± 2)

\$

797,010.70

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)

\$

171,470.27

5. RETAINAGE:

a. 5 % of Completed Work (Column D + E on G703)

\$

b. 5 % of Stored Material (Column F on G703)

\$

Total Retainage (Lines 5a + 5b or Total in Column I of G703)

8,573.51

8,573.51

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)

\$

162,896.76

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

\$

153,243.79

8. CURRENT PAYMENT DUE

\$

9,652.97

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)

\$

634,113.94

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	
NET CHANGES by Change Order		

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

CONTRACTOR:

By: Peyton Myers

Date: Dec 17, 2018

State of: MISSISSIPPI

County of: Forrest

day of:

Subscribed and sworn to before me this

Notary Public:

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

9,652.97

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

ARCHITECT: ENGINEER

By: J. H. L. R.

Date: 1-21-19

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

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA® - © 1992

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5202

Myers Underground Utilities
408 Ryan Road
Hattiesburg, MS 39401

APPLICATION #	4
APPLICATION DATE	
PERIOD TO:	11-1-18 to 11-30-18
ARCHITECT'S PROJ NO:	

JOB: Hattiesburg Water and Sewer Improvements, N. 40th Ave

A			B			C	D	E	F	G		H	I
ITEM NO.			DESCRIPTION OF WORK			SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
							APPLICATION (D + E)	THIS PERIOD					
			QTY										0
													5.0%
													\$0.00
													\$0.00
													\$0.00
1	8" SDR 26 PVC Sewer Pipe (0'-6')		157.0	\$6,437.00	\$328.00	\$0.00		\$328.00		5.10%	\$6,109.00	\$16.40	
2	"	" " " " " (6'-8')	614.0	\$26,709.00		\$0.00				0.00%	\$26,709.00	\$0.00	
3	"	" " " " " (8'-10")	500.0	\$23,600.00		\$0.00				0.00%	\$23,600.00	\$0.00	
4	"	" " " " " (10-12")	405.0	\$24,057.00		\$0.00				0.00%	\$24,057.00	\$0.00	
5	"	" " " " " (12'-14')	102.0	\$6,936.00		\$0.00				0.00%	\$6,936.00	\$0.00	
6	"	" " " " " (14'-16')	70.0	\$5,355.00		\$0.00				0.00%	\$5,355.00	\$0.00	
7	"	" " " " " (16'-18')	97.0	\$8,245.00		\$0.00				0.00%	\$8,245.00	\$0.00	
8	"	" " " " " (18'-20')	167.0	\$15,831.60		\$0.00				0.00%	\$15,831.60	\$0.00	
9	"	" " " " " (20'-22")	179.0	\$18,481.75		\$0.00				0.00%	\$18,481.75	\$0.00	
10	Removal of Existing Sewer Line		2,107.0	\$6,321.00	\$24.00	\$0.00		\$24.00		0.38%	\$6,297.00	\$1.20	
11	Abandonment of Existing Sewer Line (All Sizes)		453.0	\$3,035.10		\$0.00				0.00%	\$3,035.10	\$0.00	
12	Tracer Wire System for Sewer		1.0	\$2,930.00	\$2,930.00	\$0.00		\$2,930.00		100.00%		\$146.50	
						\$0.00						\$0.00	
	Sewer Manhole Items					\$0.00				0.00%		\$0.00	
13	48" Precast Concrete Sewer Manhole (0'-6')		2.0	\$4,600.00		\$200.00		\$200.00		4.35%	\$4,400.00	\$10.00	
14	"	" " " " " (6'-8')	2.0	\$5,300.00		\$200.00		\$200.00		3.77%	\$5,100.00	\$10.00	
15	"	" " " " " (8'-10')	2.0	\$5,950.00		\$200.00		\$200.00		3.36%	\$5,750.00	\$10.00	
16	"	" " " " " (10'-12')	4.0	\$14,100.00		\$200.00		\$200.00		1.42%	\$13,900.00	\$10.00	
17	"	" " " " " (12'-14')	3.0	\$12,000.00		\$200.00		\$200.00		1.67%	\$11,800.00	\$10.00	
18	"	" " " " " (20'-22')	1.0	\$7,100.00		\$200.00		\$200.00		2.82%	\$6,900.00	\$10.00	
19	Demolition and Removal of Existing Manholes (All Types)		8.0	\$6,120.00	\$765.00	\$0.00		\$765.00		12.50%	\$5,355.00	\$38.25	
20	Abandonment of Existing Manholes		2.0	\$1,830.00		\$0.00				0.00%	\$1,830.00	\$0.00	
21	Drop Manhole Assembly (All Depths)		1.0	\$740.00		\$0.00				0.00%	\$740.00	\$0.00	
						\$0.00						\$0.00	
	Sewer Service Items					\$0.00				0.00%		\$0.00	
22	4" Sanitary Sewer Service Cleanout		30.0	\$13,500.00		\$0.00				0.00%	\$13,500.00	\$0.00	
23	4" SDR 26 PVC Pipe Sanitary Sewer Service (Incl. Fittings)		120.0	\$1,944.00	PAGE TWO	\$0.00				0.00%	\$1,944.00	\$0.00	
24	6"	" " " " " " " " " "	818.0	\$14,724.00		\$0.00				0.00%	\$14,724.00	\$0.00	

G703-1992

Myers Underground Utilities
408 Ryan Road
Hattiesburg, MS 39401

APPLICATION # 4
APPLICATION DATE
PERIOD TO: 11-1-18 to 11-30-18
ARCHITECT'S PROJ NO:

JOB: Hattiesburg Water and Sewer Improvements, N. 40th Ave

A ITEM NO.	B DESCRIPTION OF WORK	QTY	C SCHEDULED VALUE	D		E	F	G		H	I
				WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)	
				APPLICATION (D + E)	THIS PERIOD						
											0 5.0%
25	8" x 8" x 6" PVC Service Tee	32.0	\$6,720.00		\$0.00				0.00%	\$6,720.00	\$0.00
					\$0.00						\$0.00
	Water Pipe Items				\$0.00				0.00%		\$0.00
26	2" and Under 150 PSI PVC Water Pipe for Connections (Open Cut)	40.0	\$280.00		\$0.00				0.00%	\$280.00	\$0.00
27	6" Class 350 Ductile Iron Pipe (Open Cut)	1,570.0	\$42,704.00	\$48,878.40	\$0.00	\$0.00	\$48,878.40	114.46%	(\$6,174.40)	\$2,443.92	
28	Tracer Wire System for Water	1.0	\$4,335.00	\$4,961.52	\$0.00	\$0.00	\$4,961.52	114.45%	(\$626.52)	\$248.08	
					\$0.00						\$0.00
	Water Connection Items				\$0.00				0.00%		\$0.00
29	Cut and Cap Existing Water Line in Place	4.0	\$3,420.00		\$855.00		\$855.00	25.00%	\$2,565.00	\$42.75	
30	Connection: Proposed 6" to Existing 6" (Straight Coupling)	4.0	\$3,280.00		\$0.00			0.00%	\$3,280.00	\$0.00	
31	Connection: Proposed 6" to Proposed 6" (Tee & other Fittings)	2.0	\$3,260.00	\$232.00	\$0.00		\$232.00	7.12%	\$3,028.00	\$11.60	
32	Connection: Proposed 6" to Existing 8" (Hot Tap with Valve Assembly)	4.0	\$7,720.00	\$7,720.00	\$0.00		\$7,720.00	100.00%		\$386.00	
33	Connection: Proposed 6" to Existing 8" (Tee * other fittings)	1.0	\$2,000.00	\$0.00	\$0.00			0.00%	\$2,000.00	\$0.00	
					\$0.00						\$0.00
	Water Valve Items				\$0.00			0.00%			\$0.00
34	6" Gate Valve	8.0	\$6,280.00	\$1,969.00	\$0.00	\$0.00	\$1,969.00	31.35%	\$4,311.00	\$98.45	
					\$0.00						\$0.00
	Water Fire Protection Items				\$0.00			0.00%			\$0.00
35	3-Way Fire Hydrant w/ Appurtances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe and other Fittings)	3.0	\$10,200.00	\$10,200.00	\$0.00		\$10,200.00	100.00%			\$510.00
					\$0.00						\$0.00
	Water Service Items				\$0.00			0.00%			\$0.00
36	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc.)	28.0	\$8,260.00	\$4,462.00	\$3,798.00	\$0.00	\$8,260.00	100.00%			\$413.00
37	Commercial Service Tap " " " " " " " "	10.0	\$9,600.00	\$10,560.00	\$0.00	\$0.00	\$10,560.00	110.00%	(\$960.00)		\$528.00
38	Service Tubing (Open Cut) (All Sizes)	645.0	\$2,741.25	\$2,694.50	\$0.00		\$2,694.50	98.29%	\$46.75		\$134.73
					\$0.00						\$0.00
	Miscellaneous Construction Items				\$0.00			0.00%			\$0.00
39	Crushed Aggregate (Size610)	1,480.0	\$85,840.00	\$4,769.92	\$845.64		\$5,615.56	6.54%	\$80,224.44		\$280.78
40	Select Fill Material (Class 9, Group C), LVM	8,520.0	\$160,602.00	\$5,485.35	\$3,462.38		\$8,947.73	5.57%	\$151,654.27		\$447.39
41	Concrete Pavement Repair (All Depths)	185.0	\$12,210.00	\$7,105.56	\$0.00		\$7,105.56	58.19%	\$5,104.44		\$355.28
42	9.5 mm Hot Mix Asphalt	610.0	\$114,070.00		\$0.00			0.00%	\$114,070.00		\$0.00

JOB: Hattiesburg Water and Sewer Improvements, N. 40th Ave

B			C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	QTY	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
				APPLICATION (D + E)	THIS PERIOD					
										0 5.0%
43	Concrete Curb and Gutter (Match Existing Type)	30.0	\$1,062.00		\$0.00		\$1,824.00	0.00%	\$1,062.00	\$0.00
44	Class "B" Concrete, Minor Structures	2.0	\$2,640.00		\$0.00			0.00%	\$2,640.00	\$0.00
45	Reinforcing Steel	195.0	\$390.00		\$0.00			0.00%	\$390.00	\$0.00
46	Inlet Gratings	255.0	\$1,122.00		\$0.00			0.00%	\$1,122.00	\$0.00
47	Inlet Castings	100.0	\$300.00		\$0.00			0.00%	\$300.00	\$0.00
48	15" Reinforced Concrete Pipe Flared End Section	1.0	\$592.00		\$0.00			0.00%	\$592.00	\$0.00
49	15" " " " (Class III) (Rubber Gaskets)	32.0	\$1,113.60		\$0.00			0.00%	\$1,113.60	\$0.00
50	18" " " " " "	56.0	\$2,206.40		\$0.00			0.00%	\$2,206.40	\$0.00
51	24" " " " " "	24.0	\$1,248.00	\$1,824.00	\$0.00	\$0.00		146.15%	(\$576.00)	\$91.20
52	Removal of Existing Pipe Cross Drains (All Sizes and Depths)	158.0	\$2,370.00		\$0.00			0.00%	\$2,370.00	\$0.00
53	Steel U Section Sign Post (2.0 lbs/ft.)	60.0	\$219.00		\$0.00		0.00%	\$219.00	\$0.00	
54	Standard Roadside Signs, Sheet Aluminum (0.080" Thickness)	24.0	\$264.00		\$0.00		0.00%	\$264.00	\$0.00	
55	6" Yellow Thermoplastic Detail Traffice Stripe	500.0	\$3,000.00		\$0.00		0.00%	\$3,000.00	\$0.00	
56	Lengend White Thermoplastic Traffic Making (6" Equivalent)	356.0	\$2,670.00		\$0.00		0.00%	\$2,670.00	\$0.00	
57	Solid Sod (Incl. Sod, Top Soil, Fertilizer, Watering, Etc.)	990.0	\$5,940.00		\$0.00		0.00%	\$5,940.00	\$0.00	
58	Landscape Restoration (Incl. Top Soil, Plants, Mulch, Watering, etc.)	65.0	\$1,105.00		\$0.00		0.00%	\$1,105.00	\$0.00	
59	Temporary Erosion Control	1.0	\$2,000.00		\$0.00		0.00%	\$2,000.00	\$0.00	
60	Maintanence of Traffic	1.0	\$4,000.00	\$1,000.00	\$0.00		\$1,000.00	25.00%	\$3,000.00	\$50.00
61	Mobilization	1.0	\$45,400.00	\$45,400.00	\$0.00		\$45,400.00	100.00%		\$2,270.00
										\$0.00
										\$0.00
	GRAND TOTALS		\$797,010.70	\$161,309.25	\$10,161.02	\$0.00	\$171,470.27		\$625,540.43	\$8,573.51

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

JOHN L. SANFORD, JR., INC.
55 COUNTY LINE ROAD • ELLISVILLE, MS 39437
(601) 544-8251

Excavating • Clearing • Hauling • Fill Dirt • Clay Gravel
Mason Sand • Wash Gravel • Top Soil
Crushed Limestone • Rip Rap

11-30-14
David H. Sanford, President

S _____

DRIVER

Yd. Fill Dirt			
Yd. Clay Gravel			
Yd. Top Soil			
Ton Mason San			
Ton Washed Gravel			
Ton Shaker Gravel			
Ton Limestone			
Ton Rip Rap			
Excavator			
Truck			
Bulldozer			
Grader			

By _____

SOUTHERN

*** REPRINT ***

Pick Ticket/Packing List

PIPE & SUPPLY

Southern Pipe - Hattiesburg
116 Lundy Lane
P.O. Box 1511 (39401)
HATTIESBURG, MS 39401-6601
Southern Pipe Ph#: (601)544-3226

Bill To:

Cash Sale
Cash Sale
HATTIESBURG, MS 39401

*Extra parts to connect
meter yokes
on N40th*

Ship To:

Cash Sale
Cash Sale
HATTIESBURG, MS 39401

Cust# 2400000
Invoice # 2478812-00
Order Type SO
Entered Date 11/06/18
Purchase Order
Taken By warn
Tax Cert.
Page # 1 of 1

Requested Date		Shipped Via		Terms		Instructions		
11/06/18		Customer P/U		10Prox,Net30				
Line #	Product And Description	Bin Location	Quantity Ordered	Quantity B/O	Quantity Shipped	Qty UM	Unit Amount	Extended Amount
	** ALL CASH SALES MUST BE PAID IN FULL ** ** NON-STOCK ITEMS ARE NOT RETURNABLE ** ** ALL STOCK ITEMS SUBJECT TO A 25% RESTOCK CHARGE ** ** NO RETURN ON OPEN BOXES **							
1	pvfah 1 SCH 40 PVC SXFIP FEMALE ADAPTER	/DE/002/07	2.00	0.00	2.00	EA	0.52	1.04
2	pv9h 1 SCH 40 PVC SXS 90 DEG ELL	/DE/005/07	6.00	0.00	6.00	EA	0.49	2.94
							Sub Total	3.98
							Taxes	0.28
							TOTAL	4.26

*PD
VISA
WD*

Picked By: _____

Weight: 0.93600

Total Cartons: _____

Received By: _____

Date Time Printed: 11/06/18 10:36

By my signature above, I hereby certify that I have read and agree to the provisions set forth in this invoice and to the terms and conditions posted at www.southernpipe.com/terms. These terms and conditions may change and the terms and conditions in effect as of the date hereof shall apply to this specific transaction. I understand that I may request and receive a hard copy of such terms and conditions at no additional cost.



Engineering Progress

January 21, 2019

City of Hattiesburg
Post Office Box 1898
Hattiesburg MS 39403-1898

Attn: Lamar Rutland, P.E.

RE: Infrastructure Improvements along North 40th, North 39th Avenue and
Mable Street
City of Hattiesburg

Dear Mr. Rutland:

Enclosed please find Pay Application No. 5 for the above referenced project in the amount of \$39,076.46.

Should you have any questions and/or comments, please, do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'K. Wallace', is written over the word 'Sincerely,'.

Kyle D. Wallace, P.E.
Project Engineer

/aa
Enclosures

cc: Payton Myers – Myers Underground
Wade Phillips - SDW

RECEIVED
1/22/19

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | sd-w.com

G:\PROJECTS\Hattiesburg_City of\11254 - Infrastructure Improvements on N40th and N39th Avenues\Corres\11254_Pay Application No.4_Transmittal_(Lamar).doc

TO OWNER: City of Hattiesburg

200 Forrest St.

Hattiesburg, MS 39401

PROJECT: Infrastructure

Improvements along N. 40th & N. 39th Ave.

APPLICATION NO:

FIVE

Distribution to:

☐ OWNER

☒ ARCHITECT

☐ CONTRACTOR

☐

☐

PERIOD TO:

Dec. 1, 2018

Dec. 28, 2018

FROM CONTRACTOR:

Myers Underground Utilities

408 Ryan Road

HATTIESBURG, MS 39401

VIA ARCHITECT:

Shows Dearman & Wait

Hattiesburg, MS

PROJECT NOS:

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM

\$

797,010.70

2. Net change by Change Orders

\$

3. CONTRACT SUM TO DATE (Line 1 + 2)

\$

797,010.70

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)

\$

212,603.39

5. RETAINAGE:

a. 5 % of Completed Work

\$

(Column D + E on G703)

b. 5 % of Stored Material

\$

(Column F on G703)

Total Retainage (Lines 5a + 5b or

10,630.17

Total in Column I of G703)

10,630.17

6. TOTAL EARNED LESS RETAINAGE

\$

201,973.22

(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

\$

162,896.76

8. CURRENT PAYMENT DUE

\$

39,076.46

9. BALANCE TO FINISH, INCLUDING RETAINAGE

\$

595,037.48

(Line 3 less Line 6)

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

CONTRACTOR:

By: Peyton S. Myers

Date: 12-28-2018

State of: MISSISSIPPI

County of: Forrest

Subscribed and sworn to before me this

day of

Notary Public:

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 39,076.46

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

ARCHITECT: ENGINEER

By: J. H. L. R.

Date: 1-21-19

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	
NET CHANGES by Change Order		

Myers Underground Utilities
408 Ryan Road
Hattiesburg, MS 39401

APPLICATION # 5
APPLICATION DATE
PERIOD TO: 12-1-18 to 12-28-18
ARCHITECT'S PROJ NO:

JOB: Hattiesburg Water and Sewer Improvements, N. 40th Ave

A				B	C	D	E	F	G		H	I	
ITEM NO.	DESCRIPTION OF WORK				SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)	
						APPLICATION (D + E)	THIS PERIOD						
				QTY								0	
												5.0%	
													\$0.00
													\$0.00
										0.00%			\$0.00
1	8" SDR 26 PVC Sewer Pipe (0'-6')			157.0	\$6,437.00	\$328.00	\$738.00		\$1,066.00	16.56%	\$5,371.00		\$53.30
2	" " " " " (6'-8')			614.0	\$26,709.00		\$4,132.50		\$4,132.50	15.47%	\$22,576.50		\$206.63
3	" " " " " (8'-10")			500.0	\$23,600.00		\$7,646.40		\$7,646.40	32.40%	\$15,953.60		\$382.32
4	" " " " " (10'-12")			405.0	\$24,057.00		\$0.00			0.00%	\$24,057.00		\$0.00
5	" " " " " (12'-14')			102.0	\$6,936.00		\$0.00			0.00%	\$6,936.00		\$0.00
6	" " " " " (14'-16')			70.0	\$5,355.00		\$0.00			0.00%	\$5,355.00		\$0.00
7	" " " " " (16'-18')			97.0	\$8,245.00		\$0.00			0.00%	\$8,245.00		\$0.00
8	" " " " " (18'-20')			167.0	\$15,831.60		\$0.00			0.00%	\$15,831.60		\$0.00
9	" " " " " (20'-22")			179.0	\$18,481.75		\$0.00			0.00%	\$18,481.75		\$0.00
10	Removal of Existing Sewer Line			2,107.0	\$6,321.00	\$24.00	\$0.00		\$24.00	0.38%	\$6,297.00		\$1.20
11	Abandonment of Existing Sewer Line (All Sizes)			453.0	\$3,035.10		\$0.00			0.00%	\$3,035.10		\$0.00
12	Tracer Wire System for Sewer			1.0	\$2,930.00	\$2,930.00	\$0.00		\$2,930.00	100.00%			\$146.50
							\$0.00						\$0.00
	Sewer Manhole Items						\$0.00			0.00%			\$0.00
13	48" Precast Concrete Sewer Manhole (0'-6')			2.0	\$4,600.00	\$200.00	\$0.00		\$200.00	4.35%	\$4,400.00		\$10.00
14	" " " " " (6'-8')			2.0	\$5,300.00	\$200.00	\$2,550.00		\$2,750.00	51.89%	\$2,550.00		\$137.50
15	" " " " " (8'-10')			2.0	\$5,950.00	\$200.00	\$5,750.00		\$5,950.00	100.00%			\$297.50
16	" " " " " (10'-12')			4.0	\$14,100.00	\$200.00	\$0.00		\$200.00	1.42%	\$13,900.00		\$10.00
17	" " " " " (12'-14')			3.0	\$12,000.00	\$200.00	\$0.00		\$200.00	1.67%	\$11,800.00		\$10.00
18	" " " " " (20'-22')			1.0	\$7,100.00	\$200.00	\$0.00		\$200.00	2.82%	\$6,900.00		\$10.00
19	Demolition and Removal of Existing Manholes (All Types)			8.0	\$6,120.00	\$765.00	\$0.00		\$765.00	12.50%	\$5,355.00		\$38.25
20	Abandonment of Existing Manholes			2.0	\$1,830.00		\$0.00			0.00%	\$1,830.00		\$0.00
21	Drop Manhole Assembly (All Depths)			1.0	\$740.00		\$0.00			0.00%	\$740.00		\$0.00
							\$0.00						\$0.00
	Sewer Service Items						\$0.00			0.00%			\$0.00
22	4" Sanitary Sewer Service Cleanout			30.0	\$13,500.00		\$2,700.00		\$2,700.00	20.00%	\$10,800.00		\$135.00
23	4" SDR 26 PVC Pipe Sanitary Sewer Service (Incl. Fittings)			120.0	\$1,944.00	PAGE TWO	\$0.00			0.00%	\$1,944.00		\$0.00
24	6" "												

.Myers Underground Utilities
408 Ryan Road
Hattiesburg, MS 39401

APPLICATION # 5
APPLICATION DATE
PERIOD TO: 12-1-18 to 12-28-18
ARCHITECT'S PROJ NO:

JOB: Hattiesburg Water and Sewer Improvements, N. 40th Ave

A ITEM NO.	B DESCRIPTION OF WORK		C SCHEDULED VALUE	D		E	F	G		H	I
				WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)	
				APPLICATION (D + E)	THIS PERIOD						
		QTY									0 5.0%
25	8" x 8" x 6" PVC Service Tee	32.0	\$6,720.00		\$1,050.00		\$1,050.00	15.63%	\$5,670.00	\$52.50	
					\$0.00					\$0.00	
	Water Pipe Items				\$0.00			0.00%		\$0.00	
26	2" and Under 150 PSI PVC Water Pipe for Connections (Open Cut)	40.0	\$280.00		\$0.00			0.00%	\$280.00	\$0.00	
27	6" Class 350 Ductile Iron Pipe (Open Cut)	1,570.0	\$42,704.00	\$48,878.40	\$0.00	\$0.00	\$48,878.40	114.46%	(\$6,174.40)	\$2,443.92	
28	Tracer Wire System for Water	1.0	\$4,335.00	\$4,961.52	\$0.00	\$0.00	\$4,961.52	114.45%	(\$626.52)	\$248.08	
					\$0.00					\$0.00	
	Water Connection Items				\$0.00			0.00%		\$0.00	
29	Cut and Cap Existing Water Line in Place	4.0	\$3,420.00	\$855.00	\$0.00		\$855.00	25.00%	\$2,565.00	\$42.75	
30	Connection: Proposed 6" to Existing 6" (Straight Coupling)	4.0	\$3,280.00		\$0.00			0.00%	\$3,280.00	\$0.00	
31	Connection: Proposed 6" to Proposed 6" (Tee & other Fittings)	2.0	\$3,260.00	\$232.00	\$0.00		\$232.00	7.12%	\$3,028.00	\$11.60	
32	Connection: Proposed 6" to Existing 8" (Hot Tap with Valve Assembly)	4.0	\$7,720.00	\$7,720.00	\$0.00		\$7,720.00	100.00%		\$386.00	
33	Connection: Proposed 6" to Existing 8" (Tee * other fittings)	1.0	\$2,000.00	\$0.00	\$0.00			0.00%	\$2,000.00	\$0.00	
					\$0.00					\$0.00	
	Water Valve Items				\$0.00			0.00%		\$0.00	
34	6" Gate Valve	8.0	\$6,280.00	\$1,969.00	\$0.00	\$0.00	\$1,969.00	31.35%	\$4,311.00	\$98.45	
					\$0.00					\$0.00	
	Water Fire Protection Items				\$0.00			0.00%		\$0.00	
35	3-Way Fire Hydrant w/ Appurtances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe and other Fittings)	3.0	\$10,200.00	\$10,200.00	\$0.00		\$10,200.00	100.00%		\$510.00	
					\$0.00					\$0.00	
	Water Service Items				\$0.00			0.00%		\$0.00	
36	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc.)	28.0	\$8,260.00	\$8,260.00	\$0.00	\$0.00	\$8,260.00	100.00%		\$413.00	
37	Commercial Service Tap " " " " " " " "	10.0	\$9,600.00	\$10,560.00	\$0.00	\$0.00	\$10,560.00	110.00%	(\$960.00)	\$528.00	
38	Service Tubing (Open Cut) (All Sizes)	645.0	\$2,741.25	\$2,694.50	\$0.00		\$2,694.50	98.29%	\$46.75	\$134.73	
					\$0.00					\$0.00	
	Miscellaneous Construction Items				\$0.00			0.00%		\$0.00	
39	Crushed Aggregate (Size610)	1,480.0	\$85,840.00	\$5,615.56	\$2,505.02		\$8,120.58	9.46%	\$77,719.42	\$406.03	
40	Select Fill Material (Class 9, Group C), LVM	8,520.0	\$160,602.00	\$8,947.73	\$9,651.20		\$18,598.93	11.58%	\$142,003.07	\$929.95	
41	Concrete Pavement Repair (All Depths)	185.0	\$12,210.00	\$7,105.56	\$0.00		\$7,105.56	58.19%	\$5,104.44	\$355.28	

Myers Underground Utilities
408 Ryan Road
Hattiesburg, MS 39401

APPLICATION # 5
APPLICATION DATE
PERIOD TO: 12-1-18 to 12-28-18
ARCHITECT'S PROJ NO:

JOB: Hattiesburg Water and Sewer Improvements, N. 40th Ave

B			C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	QTY	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
				APPLICATION (D + E)	THIS PERIOD					
										0 5.0%
42	9.5 mm Hot Mix Asphalt	610.0	\$114,070.00		\$0.00		\$1,824.00	0.00%	\$114,070.00	\$0.00
43	Concrete Curb and Gutter (Match Existing Type)	30.0	\$1,062.00		\$0.00			0.00%	\$1,062.00	\$0.00
44	Class "B" Concrete, Minor Structures	2.0	\$2,640.00		\$0.00			0.00%	\$2,640.00	\$0.00
45	Reinforcing Steel	195.0	\$390.00		\$0.00			0.00%	\$390.00	\$0.00
46	Inlet Gratings	255.0	\$1,122.00		\$0.00			0.00%	\$1,122.00	\$0.00
47	Inlet Castings	100.0	\$300.00		\$0.00			0.00%	\$300.00	\$0.00
48	15" Reinforced Concrete Pipe Flared End Section	1.0	\$592.00		\$0.00			0.00%	\$592.00	\$0.00
49	15" " " " (Class III) (Rubber Gaskets)	32.0	\$1,113.60		\$0.00			0.00%	\$1,113.60	\$0.00
50	18" " " " " " "	56.0	\$2,206.40		\$0.00			0.00%	\$2,206.40	\$0.00
51	24" " " " " " "	24.0	\$1,248.00	\$1,824.00	\$0.00	\$0.00		146.15%	(\$576.00)	\$91.20
52	Removal of Existing Pipe Cross Drains (All Sizes and Depths)	158.0	\$2,370.00		\$0.00		0.00%	\$2,370.00	\$0.00	
53	Steel U Section Sign Post (2.0 lbs/ft.)	60.0	\$219.00		\$0.00		0.00%	\$219.00	\$0.00	
54	Standard Roadside Signs, Sheet Aluminum (0.080" Thickness)	24.0	\$264.00		\$0.00		0.00%	\$264.00	\$0.00	
55	6" Yellow Thermoplastic Detail Traffice Stripe	500.0	\$3,000.00		\$0.00		0.00%	\$3,000.00	\$0.00	
56	Lengend White Thermoplastic Traffic Making (6" Equivalent)	356.0	\$2,670.00		\$0.00		0.00%	\$2,670.00	\$0.00	
57	Solid Sod (Incl. Sod, Top Soil, Fertilizer, Watering, Etc.)	990.0	\$5,940.00		\$0.00		0.00%	\$5,940.00	\$0.00	
58	Landscape Restoration (Incl. Top Soil, Plants, Mulch, Watering, etc.)	65.0	\$1,105.00		\$0.00		0.00%	\$1,105.00	\$0.00	
59	Temporary Erosion Control	1.0	\$2,000.00		\$800.00		\$800.00	40.00%	\$1,200.00	\$40.00
60	Maintanence of Traffic	1.0	\$4,000.00	\$1,000.00	\$1,000.00		\$2,000.00	50.00%	\$2,000.00	\$100.00
61	Mobilization	1.0	\$45,400.00	\$45,400.00	\$0.00		\$45,400.00	100.00%		\$2,270.00
										\$0.00
										\$0.00
	GRAND TOTALS		\$797,010.70	\$171,470.27	\$41,133.12	\$0.00	\$212,603.39		\$584,407.31	\$10,630.17

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

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

- (1) The amounts herein requisitioned to be paid to the above-designated payees are for the items or services hereinabove described.
- (2) The items or services listed above for which payment is proposed to be made hereunder have not formed the basis for any payment heretofore made from the Series 2016 Project Fund Construction Account.
- (3) Each of the items was reasonable and necessary in connection with the “Construction Project” being financed pursuant to the Loan Agreement dated as of August 18, 2016 (the “Loan Agreement”).
- (4) The payment herein authorized and approved is a proper charge against the Series 2016 Project Fund Construction Account as provided for in Section 3 of the Loan Agreement.
- (5) The invoices or statements from the contractor, vendor or other payee or other document supporting the amounts requisitioned herein are on file with the City.

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Title: Mayor or City Clerk
(Authorized City Representative)

As Approved by:

Regions Commercial Equipment Finance, LLC
As Purchaser

Authorized Officer

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 5th day of **February, 2019**, the following resolution:

RESOLUTION 2019-19

The City Council of the City of Hattiesburg, Mississippi (the “City”) acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Requisition No. **35** from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated August 18, 2016. After discussion of the subject, Council Member Brown offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE “CITY”) AUTHORIZING REQUISITION NO. 35 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF AUGUST 18, 2016, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

Whereas, on August 18, 2016 the City entered into a loan with the Mississippi Development Bank in an amount not to exceed \$25,000,000 (the “Loan”) pursuant to the terms and conditions of that certain loan agreement, dated as of August 18, 2016, by and between the Mississippi Development Bank and the City (the “Loan Agreement”).

Whereas, the City Council of the City now finds it necessary to approve Requisition No. **35** from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$566,593.44** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

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

SECTION 1. The City Council of the City hereby authorizes and approves Requisition No. **35** from the Project Fund Construction Account under the Loan in the total aggregate amount of **Five Hundred Sixty-six Thousand Five Hundred Ninety-three and 44/100 dollars (\$566,593.44)** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Regions Bank, as Trustee to disburse funds of Requisition No. **35** in the total aggregate amount **Five Hundred Sixty-six Thousand Five Hundred Ninety-three and 44/100 dollars (\$566,593.44)** as authorized herein, as more particularly described in Exhibit A.

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

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

YEAS:

**George
Delgado
Carroll
Dryden
Brown**

NAYS:

None

ABSENT:

None

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 5th day of February, 2019.

(SEAL)

ATTEST:

ADOPTED:


CLERK OF COUNCIL


COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of February, 2019.

ATTEST:

APPROVED:


CITY CLERK


MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

RE: \$25,000,000.00 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2016 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) (the "Series 2016 Bonds") secured by \$25,000,000.00 Taxable Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), dated August 18, 2016 (the "Series 2016 Note").

TO: Regions Bank
400 West Capitol, 7th Floor
Little Rock, AR 72201
ATTN: Corporate Trust Department

REQUISITION NO.: 35

DATE OF REQUISITION: 2/5/2019

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	C B Developers, Inc. 1716 Evelyn Gandy Pkwy., Suite 40 Hattiesburg, MS 39401	093695.7220.70	151,010.34	Pay Est 5	Sewer Improvements Ph VIII - Camp St. Area Period: 12/01/18 - 12/31/18 MB: 2018-108
2	Grady Crawford Construction Co., Inc. 12290 Greenwell Springs Road Baton Rouge, LA 70821	093695.7220.72	359,133.67	Pay Est. No. 3	Sewer Improvements Phase X - Quinn St. Area Period: 11/01/18-12/31/18 MB 2018-135
3	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7245.12	7,720.00	20564	North 40th & North 39th Ave Period: 11/24/18 - 12/22/18 MB 2012-1/34 SDW #11254
4	Myers Underground Utilities 408 Ryan Road Hattiesburg, MS 39401	093695.7245.12	9,652.97	Pay App. No. 4	North 40th & North 39th Ave Period: 11/01/18 - 11/30/18 MB 2018-108
5	Myers Underground Utilities 408 Ryan Road Hattiesburg, MS 39401	093695.7245.12	39,076.46	Pay App. No. 5	North 40th & North 39th Ave Period: 12/01/18 - 12/28/18 MB 2018-108

566,593.44



Engineering Progress

January 14, 2018

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

Attn: Lamar Rutland, P.E.

Re: **Comprehensive Sewer/Water Improvements – Phase VIII**
Camp Street Area
City of Hattiesburg

Dear Lamar:

Enclosed please find Pay Estimate No. 5 for the above referenced project in the amount of \$151,010.34.

Should you have any questions and/or comments, please, do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "John T. Weeks", is written over the word "Sincerely,".

John T. Weeks, P.E.
Project Engineer

/aa

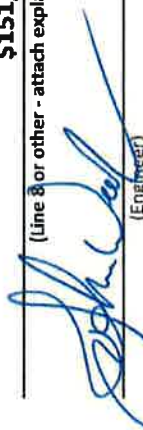
Enclosure

cc: C.B. Developers
SDW

RECEIVED
1/22/18

Contractor's Application For Payment No. 5

1. ORIGINAL CONTRACT PRICE	\$	3,721,611.76
2. Net change by Change Orders	\$	-
3. CURRENT CONTRACT PRICE (LINE 1 + 2)	\$	3,721,611.76
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimates)	\$	1,562,131.36
5. RETAINAGE:		
a. 5.0 % x Work Completed	\$	57,428.62
b. 5.0% x Stored Material	\$	-
c. Total Retainage (line 5a + line 5b)	\$	57,428.62
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$	1,504,702.74
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$	1,353,692.40
8. AMOUNT DUE THIS APPLICATION	\$	151,010.34
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)	\$	2,216,909.02

Payment of:	\$151,010.34	(Line 3 or other - attach explanation of other amount)
Is recommended by:		1/14/19 (Date)
Payment of:	\$151,010.34	(Line 8 or other - attach explanation of other amount)
Is approved by:		(Date)
Is approved by:		(Date)
Approved by:		(Date)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Progress Estimate

Contractor's Application

For (contract):		COMPREHENSIVE SEWER/WATER PHASE 8				Application Number: 5		12-Jan-19			
Application Period:		12/1/2018		TO 12/31/2018		Application Date:					
Pay Item	A	Bid Quantity	Unit Price	B	C	D	E	F	%	G	
	Item Description			Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	(F)	Balance to Finish (F)	
CAMP STREET AREA											
SEWER PIPE ITEMS											
1	8" SDR-26 PVC SEWER PIPE (0-6')	2109.0	\$ 48.54	\$ 102,370.86	614.43	\$ 29,824.43	\$ 6,695.67	\$ 36,520.11	36%	\$ 65,850.75	
2	8" SDR-26 PVC SEWER PIPE (6'-8')	5576.0	\$ 50.96	\$ 284,152.96	2617.63	\$ 133,394.42	\$ 13,253.50	\$ 146,647.92	52%	\$ 137,505.04	
3	8" SDR-26 PVC SEWER PIPE (8'-10')	2961.0	\$ 53.38	\$ 158,058.18	2346.28	\$ 125,244.43	\$ 2,753.95	\$ 127,998.37	81%	\$ 30,059.81	
4	8" SDR-26 PVC SEWER PIPE (10'-12')	863.0	\$ 55.81	\$ 48,164.03	556.53	\$ 31,059.94	\$ 1,372.99	\$ 32,432.92	67%	\$ 15,731.11	
5	8" SDR-26 PVC SEWER PIPE (12'-14')	249.0	\$ 59.44	\$ 14,800.56	34.99	\$ 2,079.81	\$ 958.76	\$ 3,038.57	21%	\$ 11,761.99	
6	10" SDR-26 PVC SEWER PIPE (0-6')	25.0	\$ 51.64	\$ 1,291.00			\$ 176.00	\$ 176.00	14%	\$ 1,115.00	
7	10" SDR-26 PVC SEWER PIPE (6'-8')	351.0	\$ 54.06	\$ 18,975.06	100.00	\$ 5,406.00	\$ 1,767.04	\$ 7,173.04	38%	\$ 11,802.02	
8	10" SDR-26 PVC SEWER PIPE (8'-10')	325.0	\$ 56.48	\$ 18,356.00	222.29	\$ 12,554.94	\$ 723.08	\$ 13,278.02	72%	\$ 5,077.98	
9	10" SDR-26 PVC SEWER PIPE (10'-12')	239.0	\$ 58.91	\$ 14,079.49	243.71	\$ 14,356.96		\$ 14,356.96	102%	\$ (277.47)	
10	10" SDR-26 PVC SEWER PIPE (12'-14')	130.0	\$ 62.54	\$ 8,130.20			\$ 915.20	\$ 915.20	11%	\$ 7,215.00	
11	10" SDR-26 PVC SEWER PIPE (14'-16')	67.0	\$ 78.28	\$ 5,244.76			\$ 56.32	\$ 56.32	1%	\$ 5,188.44	
12	8" DUCTILE IRON SEWER PIPE (0-6')	384.0	\$ 79.57	\$ 30,554.88	18.00	\$ 1,432.26	\$ 10,291.92	\$ 11,724.18	38%	\$ 18,830.70	
13	8" DUCTILE IRON SEWER PIPE (6'-8')	20.0	\$ 89.26	\$ 1,785.20			\$ 562.40	\$ 562.40	32%	\$ 1,222.80	
14	10" DUCTILE IRON SEWER PIPE (0-6')	25.0	\$ 105.96	\$ 2,649.00			\$ 953.00	\$ 953.00	36%	\$ 1,696.00	
15	10" DUCTILE IRON SEWER PIPE (6'-8')	30.0	\$ 109.59	\$ 3,287.70			\$ 1,143.60	\$ 1,143.60	35%	\$ 2,144.10	
16	REMOVAL OF EXISTING SEWER LINE	10650.0	\$ 3.63	\$ 38,659.50	5537.00	\$ 20,099.31		\$ 20,099.31	52%	\$ 18,560.19	
17	ABANDONMENT OF EXISTING SEWER LINE (ALL SIZES)	3220.0	\$ 6.67	\$ 21,477.40				\$		\$ 21,477.40	
18	TRACER WIRE SYSTEM FOR SEWER	19153.0	\$ 1.44	\$ 27,580.32	8766.86	\$ 11,904.28	\$ 12,410.20	\$ 24,314.48	88%	\$ 3,265.84	
SEWER MANHOLE ITEMS											
19	48" PRECAST CONCRETE SEWER MANHOLE (0-6)	6.0	\$ 2,339.80	\$ 14,038.80	4.00	\$ 9,359.20	\$ 1,753.98	\$ 11,113.18	79%	\$ 2,925.62	
20	48" PRECAST CONCRETE SEWER MANHOLE (6-8)	32.0	\$ 3,040.17	\$ 97,285.44	11.00	\$ 33,441.87	\$ 21,378.42	\$ 54,820.29	56%	\$ 42,465.15	
21	48" PRECAST CONCRETE SEWER MANHOLE (8-10)	8.0	\$ 3,491.71	\$ 27,933.68	6.00	\$ 20,950.26	\$ 2,382.00	\$ 23,332.26	84%	\$ 4,601.42	
22	48" PRECAST CONCRETE SEWER MANHOLE (10-12)	1.0	\$ 4,051.04	\$ 4,051.04	1.00	\$ 4,051.04		\$ 4,051.04	100%	\$	
TOTALS					\$	\$ 455,159.14	\$ 79,548.03	\$ 534,707.17		\$ 408,218.89	

EICDC No. C-620 (2002 Edition)

10/2/2018

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Progress Estimate

Contractor's Application

For (contract):		COMPREHENSIVE SEWER/WATER PHASE 8				Application Number: 5		12-Jan-19						
Application Period:		12/1/2018 TO		12/31/2018		Application Date:								
Pay Item	A	Bid Quantity	Unit Price	Bid Value	C	D	E	F	% (F)	G				
	Item Description				Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)		Balance to Finish (B - F)				
	Subtotal from Previous Page			\$ 942,926.06		\$ 455,159.14	\$ 79,548.03	\$ 534,707.17		\$ 408,218.89				
23	48" PRECAST CONCRETE SEWER MANHOLE (12-14)	3.0	\$ 4,025.31	\$ 12,075.93		\$ -	\$ 4,238.01	\$ 4,238.01	35%	\$ 7,837.92				
24	48" PRECAST CONCRETE SEWER MANHOLE (0-6) (FLAT TOP)	3.0	\$ 3,553.84	\$ 10,661.52		\$ -	\$ 2,787.99	\$ 2,787.99	26%	\$ 7,873.53				
25	60" PRECAST CONCRETE SEWER MANHOLE (0-6)	1.0	\$ 4,502.46	\$ 4,502.46		\$ -	\$ 1,552.52	\$ 1,552.52	34%	\$ 2,949.94				
26	60" PRECAST CONCRETE SEWER MANHOLE (6-8)	1.0	\$ 5,058.41	\$ 5,058.41	1.00	\$ 5,058.41	\$ -	\$ 5,058.41	100%	\$ -				
27	60" PRECAST CONCRETE SEWER MANHOLE (8-10)	1.0	\$ 5,419.09	\$ 5,419.09		\$ -	\$ 1,850.00	\$ 1,850.00	34%	\$ 3,569.09				
28	60" PRECAST CONCRETE SEWER MANHOLE (10-12)	1.0	\$ 6,342.23	\$ 6,342.23	1.00	\$ 6,342.23	\$ -	\$ 6,342.23	100%	\$ -				
29	60" PRECAST CONCRETE SEWER MANHOLE (6-8) (DOGHOUSE)	2.0	\$ 6,620.27	\$ 13,240.54		\$ -	\$ 1,150.00	\$ 1,150.00	9%	\$ 12,090.54				
30	72" PRECAST CONCRETE SPLITTER SEWER MANHOLE (10-12) (10-12)	1.0	\$ 9,100.91	\$ 9,100.91		\$ -	\$ 2,665.00	\$ 2,665.00	29%	\$ 6,435.91				
31	DEMOLITION AND REMOVAL OF EXISTING MANHOLES (ALL TYPES)	35.0	\$ 302.70	\$ 10,594.50	20.00	\$ 6,054.00	\$ -	\$ 6,054.00	57%	\$ 4,540.50				
32	ABANDONMENT OF EXISTING MANHOLE	12.0	\$ 393.51	\$ 4,722.12		\$ -	\$ -	\$ -		\$ 4,722.12				
33	DROP MANHOLE ASSEMBLY (ALL DEPTHS)	1.0	\$ 2,674.73	\$ 2,674.73		\$ -	\$ 649.28	\$ 649.28	24%	\$ 2,025.45				
SEWER SERVICE ITEMS														
34	4" SANITARY SEWER SERVICE CLEANOUT	231.0	\$ 375.31	\$ 86,696.61	83.00	\$ 31,150.73	\$ 23,324.25	\$ 54,474.98	63%	\$ 32,221.63				
35	4" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS)	316.0	\$ 39.97	\$ 12,630.52	165.00	\$ 6,595.05	\$ -	\$ 6,595.05	52%	\$ 6,035.47				
36	6" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS)	3792.0	\$ 27.33	\$ 103,635.36	1,553.00	\$ 42,443.49	\$ 5,239.26	\$ 47,682.75	46%	\$ 55,952.61				
37	8"x8"x6" PVC SERVICE TEE	203.0	\$ 191.79	\$ 38,933.37	81.00	\$ 15,534.99	\$ 7,124.80	\$ 22,659.79	58%	\$ 16,273.58				
38	10"x10"x6" PVC SERVICE TEE	20.0	\$ 417.00	\$ 8,340.00	7.00	\$ 2,919.00	\$ 2,862.86	\$ 5,781.86	69%	\$ 2,558.14				
39	8"x8"x6" DUCTILE IRON SERVICE TEE	5.0	\$ 825.41	\$ 4,127.05		\$ -	\$ 2,400.00	\$ 2,400.00	58%	\$ 1,727.05				
WATER PIPE ITEMS														
40	2" & UNDER 150 PSI PVC WATER PIPE FOR CONNECTIONS (OPEN CUT)	40.0	\$ 13.39	\$ 535.60		\$ -	\$ 42.40	\$ 42.40	8%	\$ 493.20				
41	6" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	8340.0	\$ 26.87	\$ 224,095.80	431.00	\$ 11,580.97	\$ 81,457.54	\$ 93,038.51	42%	\$ 131,057.29				
42	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	4680.0	\$ 32.38	\$ 151,538.40	1,408.00	\$ 45,591.04	\$ 56,376.56	\$ 101,967.60	67%	\$ 49,570.80				
43	8" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FITTING)	500.0	\$ 52.33	\$ 26,165.00		\$ -	\$ 9,255.00	\$ 9,255.00	35%	\$ 16,910.00				
44	10" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FITTING)	360.0	\$ 67.53	\$ 24,310.80		\$ -	\$ 9,277.20	\$ 9,277.20	38%	\$ 15,033.60				
45	TRACER WIRE SYSTEM FOR WATER	22864.0	\$ 1.33	\$ 30,409.12	1,779.00	\$ 2,366.07	\$ 21,085.00	\$ 23,451.07	77%	\$ 6,958.05				
TOTALS														
			\$	\$ 1,738,736.13		\$ 630,795.12	\$ 312,885.70	\$ 943,680.82		\$ 795,055.31				

EJCDC No. C-620 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Progress Estimate

Contractor's Application

For (contract):		COMPREHENSIVE SEWER/WATER PHASE 8			Application Number: S		12-Jan-19			
Application Period:		12/1/2018	TO	12/31/2018	Application Date:					
Pay Item	A Item Description	Bid Quantity	Unit Price	B	C Estimated Quantity Installed	D Value	E Materials Stored (not in C)	F Total Completed and Stored to Date (D + E)	% (F)	G Balance to Finish (B - F)
	Subtotal from Previous Page			\$ 1,738,736.13		\$ 630,795.12	\$ 312,885.70	\$ 943,680.82		\$ 795,055.31
	WATER CONNECTION ITEMS									
46	CUT AND CAP EXISTING WATER LINE IN PLACE	6.0	\$ 644.87	\$ 3,889.22		\$ -	\$ 699.00	\$ 699.00	18%	\$ 3,170.22
47	CONNECTION: PROPOSED 6" TO EXISTING 2" (STRAIGHT-RED)	1.0	\$ 1,038.87	\$ 1,038.87		\$ -	\$ 222.00	\$ 222.00	21%	\$ 816.87
48	CONNECTION: PROPOSED 6" TO EXISTING 6" (STRAIGHT-COU	2.0	\$ 1,006.18	\$ 2,012.36		\$ -	\$ 478.00	\$ 478.00	24%	\$ 1,534.36
49	CONNECTION: PROPOSED 6" TO EXISTING 6" (TEE & OTHER F	3.0	\$ 1,549.82	\$ 4,649.46		\$ -	\$ 1,962.00	\$ 1,962.00	42%	\$ 2,687.46
50	CONNECTION: PROPOSED 6" TO EXISTING 6" (HOT TAP w/ VA	8.0	\$ 3,500.42	\$ 28,003.36		\$ -	\$ 10,752.00	\$ 10,752.00	38%	\$ 17,251.36
51	CONNECTION: PROPOSED 6" TO EXISTING 12" (HOT TAP w/ V	2.0	\$ 4,419.42	\$ 8,838.84		\$ -	\$ 5,918.00	\$ 5,918.00	67%	\$ 2,920.84
52	CONNECTION: PROPOSED 6" TO PROPOSED 6" (TEE & OTHER F	1.0	\$ 934.74	\$ 934.74		\$ -	\$ 654.00	\$ 654.00	70%	\$ 280.74
53	CONNECTION: PROPOSED 8" TO EXISTING 6" (TEE & OTHER F	11.0	\$ 1,657.59	\$ 18,233.49		\$ -	\$ 10,076.00	\$ 10,076.00	55%	\$ 8,157.49
54	CONNECTION: PROPOSED 8" TO EXISTING 6" (HOT TAP w/ VA	1.0	\$ 4,269.28	\$ 4,269.28		\$ -	\$ 2,006.00	\$ 2,006.00	47%	\$ 2,263.28
55	CONNECTION: PROPOSED 8" TO EXISTING 8" (HOT TAP w/ VA	1.0	\$ 4,881.95	\$ 4,881.95		\$ -	\$ 2,532.00	\$ 2,532.00	52%	\$ 2,349.95
56	CONNECTION: PROPOSED 8" TO EXISTING 12" (HOT TAP w/ V	3.0	\$ 6,336.12	\$ 19,008.36		\$ -	\$ 11,348.70	\$ 11,348.70	60%	\$ 7,659.66
57	CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & OTHER	5.0	\$ 1,129.68	\$ 5,648.40	3.00	\$ 3,389.04	\$ 710.00	\$ 4,099.04	73%	\$ 1,549.36
58	CONNECTION: PROPOSED 8" TO PROPOSED 8" (TEE & OTHER	3.0	\$ 1,145.42	\$ 3,436.26	1.00	\$ 1,145.42	\$ 1,100.00	\$ 2,245.42	65%	\$ 1,190.84
	WATER VALVE ITEMS									
59	6" GATE VALVE	27.0	\$ 870.57	\$ 23,505.39	3.00	\$ 2,611.71	\$ 13,656.00	\$ 16,267.71	69%	\$ 7,237.68
60	8" GATE VALVE	22.0	\$ 1,162.37	\$ 25,572.14	8.00	\$ 9,298.96	\$ 11,340.00	\$ 20,638.96	81%	\$ 4,933.18
	WATER FIRE PROTECTION ITEMS									
61	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL TEE, VALVE,	16.0	\$ 3,703.84	\$ 59,261.44	2.00	\$ 7,407.68	\$ 17,319.12	\$ 24,726.80	42%	\$ 34,534.64
62	REMOVAL OF EXISTING FIRE HYDRANT	9.0	\$ 787.02	\$ 7,083.18		\$ -	\$ -	\$ -		\$ 7,083.18
	WATER SERVICE ITEMS									
63	SERVICE TAP (3/4") (INCL, TAPPING SADDLE, CORP STOP, ETC	242.0	\$ 412.88	\$ 99,916.96		\$ -	\$ 7,755.00	\$ 7,755.00	8%	\$ 92,161.96
64	SERVICE TAP (1") (INCL, TAPPING SADDLE, CORP STOP, ETC.)	33.0	\$ 760.38	\$ 25,092.54		\$ -	\$ 2,145.42	\$ 2,145.42	9%	\$ 22,947.12
65	SERVICE TUBING (OPEN CUT) (3/4")	1985.0	\$ 6.28	\$ 12,465.80		\$ -	\$ -	\$ -		\$ 12,465.80
66	SERVICE TUBING (OPEN CUT) (1")	400.0	\$ 6.41	\$ 2,564.00		\$ -	\$ -	\$ -		\$ 2,564.00
	TOTALS			\$ 2,099,022.17		\$ 654,547.93	\$ 413,558.94	\$ 1,068,206.87		\$ 1,030,815.30

EOCOC No. C-620 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Progress Estimate

Contractor's Application

COMPREHENSIVE SEWER/WATER PHASE 8				Application Number: S						
Application Period:		12/1/2018	TO	12/31/2018	Application Date: 12-Jan-19					
Pay Item	A	Bid Quantity	Unit Price	B	C	D	E	F	%	G
	Item Description			Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	(F)	Balance to Finish (B - F)
Subtotal from Previous Page										
67	SERVICE TUBING (BORED) (3/4")	4080.0	\$ 9.92	\$ 40,473.60		\$	\$ 413,558.94	\$ 1,068,206.87		\$ 1,030,815.30
68	SERVICE TUBING (BORED) (1")	400.0	\$ 10.04	\$ 4,016.00		\$	\$	\$		\$ 40,473.60
69	WATER SERVICE METER (3/4")	13.0	\$ 440.65	\$ 5,728.45		\$	\$	\$		\$ 4,016.00
70	WATER SERVICE METER (1")	2.0	\$ 652.32	\$ 1,304.64		\$	\$	\$		\$ 5,728.45
MISCELLANEOUS CONSTRUCTION ITEMS										
71	CRUSHED AGGREGATE (SIZE B25)	5097.0	\$ 49.58	\$ 252,709.26	2055.64	\$ 101,918.63	\$	\$	40%	\$ 1,304.64
72	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	23770.0	\$ 7.68	\$ 182,553.60	9173.00	\$ 70,448.64	\$	\$	39%	\$ 150,790.63
73	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)	1062.0	\$ 65.38	\$ 69,433.56	8.00	\$ 523.04	\$	\$	1%	\$ 112,104.96
74	HARDY STREET ROADWAY REPAIR (SPECIAL CONSTRUCTION)	50.0	\$ 332.97	\$ 16,648.50		\$	\$	\$		\$ 68,910.52
75	9.5 MM HOT MIX ASPHALT	1652.0	\$ 133.94	\$ 221,768.88		\$	\$	\$		\$ 16,648.50
76	19 MM HOT MIX ASPHALT	1273.0	\$ 173.59	\$ 220,980.07		\$	\$	\$		\$ 221,768.88
77	CONCRETE SIDEWALK REPAIR (ALL DEPTHS)	55.0	\$ 66.59	\$ 3,662.45	16.00	\$ 1,065.44	\$	\$ 1,065.44	29%	\$ 220,980.07
78	CONCRETE CURB & GUTTER (MATCH EXISTING TYPE)	370.0	\$ 96.86	\$ 35,838.20	5.00	\$ 484.30	\$	\$	1%	\$ 2,597.01
79	CONCRETE DITCH REPAIR	95.0	\$ 26.64	\$ 2,530.80		\$	\$	\$		\$ 35,838.20
80	CLASS "B" CONCRETE, MINOR STRUCTURES	10.0	\$ 1,816.20	\$ 18,162.00		\$	\$	\$		\$ 2,530.80
81	REINFORCING STEEL	470.0	\$ 4.18	\$ 1,964.60		\$	\$	\$		\$ 18,162.00
82	INLET GRATINGS	765.0	\$ 6.67	\$ 5,255.55		\$	\$	\$		\$ 1,964.60
83	INLET CASTINGS	79.0	\$ 6.20	\$ 489.80		\$	\$	\$		\$ 5,255.55
84	12" CORRUGATED HDPE PIPE (DUAL WALL)	64.0	\$ 25.55	\$ 1,635.20		\$	\$	\$		\$ 489.80
85	15" CORRUGATED HDPE PIPE (DUAL WALL)	20.0	\$ 40.48	\$ 809.60		\$	\$	\$		\$ 1,635.20
86	12" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	32.0	\$ 30.83	\$ 986.56		\$	\$	\$		\$ 809.60
87	15" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	370.0	\$ 27.86	\$ 10,308.20	24.00	\$ 668.64	\$	\$	6%	\$ 986.56
88	18" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	210.0	\$ 32.66	\$ 6,858.60		\$	\$	\$		\$ 9,639.56
89	18"x11" REINFORCED CONCRETE ARCH PIPE (CLASS 3) (PLASTIC)	76.0	\$ 50.08	\$ 3,806.08		\$	\$	\$		\$ 6,858.60
90	REMOVAL OF EXISTING PIPE CROSS DRAINS (ALL SIZES AND DEPTHS)	750.0	\$ 2.42	\$ 1,815.00	24.00	\$ 58.08	\$	\$	3%	\$ 3,806.08
TOTALS				\$ 3,208,261.37		\$ 829,814.70	\$ 413,558.94	\$ 1,243,373.64		\$ 1,964,887.73

EJCDC No. C-620 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Monthly Totals

	DESCRIPTION										1	2	3	4	5	6	7	8	9	10	TOTAL
											Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
	CAMP STREET AREA SEWER PIPE ITEMS																				
1	8" SDR-26 PVC SEWER PIPE (0-6')												228.29	97.14	289						614.43
2	8" SDR-26 PVC SEWER PIPE (6'-8')												894.76	649.87	1073						2617.63
3	8" SDR-26 PVC SEWER PIPE (8'-10')										651		832.1	660.18	203						2346.28
4	8" SDR-26 PVC SEWER PIPE (10'-12')										178		269.85	108.68							556.53
5	8" SDR-26 PVC SEWER PIPE (12'-14')													34.99							34.99
6	10" SDR-26 PVC SEWER PIPE (0-6')																				
7	10" SDR-26 PVC SEWER PIPE (6'-8')										5.36		94.64								100
8	10" SDR-26 PVC SEWER PIPE (8'-10')										147.29		75								222.29
9	10" SDR-26 PVC SEWER PIPE (10'-12')										207.35		36.36								243.71
10	10" SDR-26 PVC SEWER PIPE (12'-14')																				
11	10" SDR-26 PVC SEWER PIPE (14'-16')																				
12	8" DUCTILE IRON SEWER PIPE (0-6')												18								18
13	8" DUCTILE IRON SEWER PIPE (6'-8')																				
14	10" DUCTILE IRON SEWER PIPE (0-6')																				
15	10" DUCTILE IRON SEWER PIPE (6'-8')																				
16	REMOVAL OF EXISTING SEWER LINE										360	1035	1809	768	1565						5537
17	ABANDONMENT OF EXISTING SEWER LINE (ALL SIZES)																				
18	TRACER WIRE SYSTEM FOR SEWER										420	1146	2647	2145.86	1908						8266.86
	SEWER MANHOLE ITEMS																				
19	48" PRECAST CONCRETE SEWER MANHOLE (0-6)												1	1	2						4
20	48" PRECAST CONCRETE SEWER MANHOLE (6-8)												5	1	5						11
21	48" PRECAST CONCRETE SEWER MANHOLE (8-10)											2	2	2							6
22	48" PRECAST CONCRETE SEWER MANHOLE (10-12)											1	1								1

Monthly Totals

	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
23	48" PRECAST CONCRETE SEWER MANHOLE (12-14)											
24	48" PRECAST CONCRETE SEWER MANHOLE (0-6) (FLAT TOP)											
25	60" PRECAST CONCRETE SEWER MANHOLE (0-6)											
26	60" PRECAST CONCRETE SEWER MANHOLE (6-8)	1										1
27	60" PRECAST CONCRETE SEWER MANHOLE (8-10)											
28	60" PRECAST CONCRETE SEWER MANHOLE (10-12)											
29	60" PRECAST CONCRETE SEWER MANHOLE (6-8) (DOGHOUSE)		1									1
30	72" PRECAST CONCRETE SPLITTER SEWER MANHOLE (10-12) (DOGHOUSE)											
31	DEMOLITION AND REMOVAL OF EXISTING MANHOLES (ALL TYPES)			5	8	4						20
32	ABANDONMENT OF EXISTING MANHOLE											
33	DROP MANHOLE ASSEMBLY (ALL DEPTHS)											
SEWER SERVICE ITEMS												
34	4" SANITARY SEWER SERVICE CLEANOUT	3	4	23	31	22						83
35	4" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS)	2	1	110	52							165
36	6" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS)	60	185	422	543	343						1553
37	8"x8"x6" PVC SERVICE TEE		7	23	30	21						81
38	10"x10"x6" PVC SERVICE TEE	5	2									7
39	8"x8"x6" DUCTILE IRON SERVICE TEE											
WATER PIPE ITEMS												
40	2" & UNDER 150 PSI PVC WATER PIPE FOR CONNECTIONS (OPEN CUT)											
41	6" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)			431								431
42	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)			1328	80							1408
43	8" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FITTINGS)											
44	10" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FITTINGS)											
45	TRACER WIRE SYSTEM FOR WATER			1779								1779

Monthly Totals

	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
	WATER CONNECTION ITEMS											
46	CUT AND CAP EXISTING WATER LINE IN PLACE											
47	CONNECTION: PROPOSED 6" TO EXISTING 2" (STRAIGHT-REDUCER AND COUPLING)											
48	CONNECTION: PROPOSED 6" TO EXISTING 6" (STRAIGHT-COUPLING)											
49	CONNECTION: PROPOSED 6" TO EXISTING 6" (TEE & OTHER FITTINGS)											
50	CONNECTION: PROPOSED 6" TO EXISTING 6" (HOT TAP w/ VALVE ASSEMBLY)											
51	CONNECTION: PROPOSED 6" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY)											
52	CONNECTION: PROPOSED 6" TO PROPOSED 6" (TEE & OTHER FITTINGS)											
53	CONNECTION: PROPOSED 8" TO EXISTING 6" (TEE & OTHER FITTINGS)											
54	CONNECTION: PROPOSED 8" TO EXISTING 6" (HOT TAP w/ VALVE ASSEMBLY)											
55	CONNECTION: PROPOSED 8" TO EXISTING 8" (HOT TAP w/ VALVE ASSEMBLY)											
56	CONNECTION: PROPOSED 8" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY)											
57	CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & OTHER FITTINGS)			3								3
58	CONNECTION: PROPOSED 8" TO PROPOSED 8" (TEE & OTHER FITTINGS)			1								1
	WATER VALVE ITEMS											
59	6" GATE VALVE			3								3
60	8" GATE VALVE			8								8
	WATER FIRE PROTECTION ITEMS											
61	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL. TEE, VALVE, HYDRANT, BRASS TAG, PIPE, & OTHER FITTINGS)			2								2
62	REMOVAL OF EXISTING FIRE HYDRANT											
	WATER SERVICE ITEMS											
63	SERVICE TAP (3/4") (INCL. TAPPING SADDLE, CORP STOP, ETC.)											
64	SERVICE TAP (1") (INCL. TAPPING SADDLE, CORP STOP, ETC.)											
65	SERVICE TUBING (OPEN CUT) (3/4")											
66	SERVICE TUBING (OPEN CUT) (1")											

Monthly Totals

	DESCRIPTION										TOTAL
	1	2	3	4	5	6	7	8	9	10	Estimated Quantity Installed
67											
68											
69											
70											
	MISCELLANEOUS CONSTRUCTION ITEMS										
71											
72											
73											
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86											
87											
88											
89											
90											

Monthly Totals

	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
91	REMOVAL OF EXISTING CORRUGATED HDPE PIPE (ALL SIZES AND DEPTHS) AND RESET											
92	REMOVE, SALVAGE, AND RESET EXISTING WOOD FENCE											
93	REMOVE, SALVAGE, AND RESET EXISTING NET WIRE FENCE											
94	REMOVE, SALVAGE, AND RESET EXISTING CHAIN LINK FENCE											
95	6" YELLOW THERMOPLASTIC DETAIL TRAFFIC STRIPE											
96	LEGEND WHITE THERMOPLASTIC TRAFFIC MARKING (6" EQUIVALENT)											
97	SOLID SOD (INCL SOD, TOP SOIL, FERTILIZER, WATERING, ETC.)											
98	LANDSCAPE RESTORATION (INCL TOP SOIL, PLANTS, MULCH, WATERING, ETC.)											
99	CLEARING AND GRUBBING			0.32	0.1	0.1						0.52
100	TEMPORARY EROSION CONTROL			0.2	0.1	0.1						0.4
101	MAINTENANCE OF TRAFFIC	0.1	0.1	0.1	0.1	0.1						0.5
102	MOBILIZATION	0.5			0.5							1

Stored Material Summary

Contractor's Application

COMPREHENSIVE SEWER/WATER PHASE 8				Application Number: 5					
Application Period: 12/1/2018 TO 12/31/2018				Application Date: 12-Jan-19					
A	B	C	D	E	F	G			
Pay Item No.	Unit Price	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$)(D + E - F)
			Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
CAMP STREET AREA SEWER PIPE ITEMS									
1	\$ 4.48	8" SDR-26 PVC SEWER PIPE (0-6')	-	\$ -	2,109	\$ 9,448.32	614	\$ 2,752.65	\$ 6,695.67
2	\$ 4.48	8" SDR-26 PVC SEWER PIPE (6'-8')	-	\$ -	5,576	\$ 24,980.48	2,618	\$ 11,726.98	\$ 13,253.50
3	\$ 4.48	8" SDR-26 PVC SEWER PIPE (8'-10')	-	\$ -	2,961	\$ 13,265.28	2,346	\$ 10,511.33	\$ 2,753.95
4	\$ 4.48	8" SDR-26 PVC SEWER PIPE (10'-12')	-	\$ -	863	\$ 3,866.24	557	\$ 2,493.25	\$ 1,372.99
5	\$ 4.48	8" SDR-26 PVC SEWER PIPE (12'-14')	-	\$ -	249	\$ 1,115.52	35	\$ 156.76	\$ 958.76
6	\$ 7.04	10" SDR-26 PVC SEWER PIPE (0-6')	-	\$ -	25	\$ 176.00	-	\$ -	\$ 176.00
7	\$ 7.04	10" SDR-26 PVC SEWER PIPE (6'-8')	-	\$ -	351	\$ 2,471.04	100	\$ 704.00	\$ 1,767.04
8	\$ 7.04	10" SDR-26 PVC SEWER PIPE (8'-10')	-	\$ -	325	\$ 2,288.00	222	\$ 1,564.92	\$ 723.08
9	\$ 7.04	10" SDR-26 PVC SEWER PIPE (10'-12')	-	\$ -	239	\$ 1,682.56	244	\$ 1,715.72	\$ -
10	\$ 7.04	10" SDR-26 PVC SEWER PIPE (12'-14')	-	\$ -	130	\$ 915.20	-	\$ -	\$ 915.20
11	\$ 7.04	10" SDR-26 PVC SEWER PIPE (14'-16')	-	\$ -	8	\$ 56.32	-	\$ -	\$ 56.32
12	\$ 28.12	8" DUCTILE IRON SEWER PIPE (0-6')	-	\$ -	384	\$ 10,798.08	18	\$ 506.16	\$ 10,291.92
13	\$ 28.12	8" DUCTILE IRON SEWER PIPE (6'-8')	-	\$ -	20	\$ 562.40	-	\$ -	\$ 562.40
14	\$ 38.12	10" DUCTILE IRON SEWER PIPE (0-6')	-	\$ -	25	\$ 953.00	-	\$ -	\$ 953.00
15	\$ 38.12	10" DUCTILE IRON SEWER PIPE (6'-8')	-	\$ -	30	\$ 1,143.60	-	\$ -	\$ 1,143.60
16		REMOVAL OF EXISTING SEWER LINE	-	\$ -	-	\$ -	5,537	\$ -	\$ -
17		ABANDONMENT OF EXISTING SEWER LINE (ALL SIZES)	-	\$ -	-	\$ -	-	\$ -	\$ -
18	\$ 1.14	TRACER WIRE SYSTEM FOR SEWER	-	\$ -	19,153	\$ 21,834.42	8,267	\$ 9,424.22	\$ 12,410.20
SEWER MANHOLE ITEMS									
19	\$ 876.99	48" PRECAST CONCRETE SEWER MANHOLE (0-6)	-	\$ -	6	\$ 5,261.94	4	\$ 3,507.96	\$ 1,753.98
20	\$ 1,018.02	48" PRECAST CONCRETE SEWER MANHOLE (6-8)	-	\$ -	32	\$ 32,576.64	11	\$ 11,198.22	\$ 21,378.42
21	\$ 1,191.00	48" PRECAST CONCRETE SEWER MANHOLE (8-10)	-	\$ -	8	\$ 9,528.00	6	\$ 7,146.00	\$ 2,382.00
22	\$ 1,346.00	48" PRECAST CONCRETE SEWER MANHOLE (10-12)	-	\$ -	1	\$ 1,346.00	1	\$ 1,346.00	\$ -
TOTALS			\$ -	\$ -	-	\$ 144,269.04	-	\$ 64,754.17	\$79,548.03
10/2/2018									

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Stored Material Summary

Contractor's Application

For (contract):				COMPREHENSIVE SEWER/WATER PHASE 8				Application Number: 5			
Application Period:				12/1/2018 TO 12/31/2018				Application Date: 12-Jan-19			
A	B	C		D		E		F		G	
Pay Item No.	Unit Price	Materials Description		Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$)(D + E - F)	
				Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)		
		Subtotal From Previous Page					144269.04		64754.1732	79548.0252	
23	\$ 1,412.67	48" PRECAST CONCRETE SEWER MANHOLE (12-14)		-	\$ -	3	\$ 4,238.01		\$ -	\$ 4,238.01	
24	\$ 929.33	48" PRECAST CONCRETE SEWER MANHOLE (0-6) (FLAT TOP)		-	\$ -	3	\$ 2,787.99		\$ -	\$ 2,787.99	
25	\$ 1,552.52	60" PRECAST CONCRETE SEWER MANHOLE (0-6)		-	\$ -	1	\$ 1,552.52		\$ -	\$ 1,552.52	
26	\$ 1,550.00	60" PRECAST CONCRETE SEWER MANHOLE (6-8)		-	\$ -	1	\$ 1,550.00	1.00	\$ 1,550.00	\$ -	
27	\$ 1,850.00	60" PRECAST CONCRETE SEWER MANHOLE (8-10)		-	\$ -	1	\$ 1,850.00		\$ -	\$ 1,850.00	
28	\$ 2,156.00	60" PRECAST CONCRETE SEWER MANHOLE (10-12)		-	\$ -	1	\$ 2,156.00	1.00	\$ 2,156.00	\$ -	
29	\$ 575.00	60" PRECAST CONCRETE SEWER MANHOLE (6-8) (DOGHOUSE)		-	\$ -	2	\$ 1,150.00		\$ -	\$ 1,150.00	
30	\$ 2,665.00	72" PRECAST CONCRETE SPLITTER SEWER MANHOLE (10-12) (DOGHOUSE)		-	\$ -	1	\$ 2,665.00		\$ -	\$ 2,665.00	
31		DEMOLITION AND REMOVAL OF EXISTING MANHOLES (ALL TYPES)		-	\$ -		\$ -	20.00	\$ -	\$ -	
32		ABANDONMENT OF EXISTING MANHOLE		-	\$ -		\$ -		\$ -	\$ -	
33	\$ 649.28	DROP MANHOLE ASSEMBLY (ALL DEPTHS)		-	\$ -	1	\$ 649.28		\$ -	\$ 649.28	
SEWER SERVICE ITEMS											
34	\$ 170.25	4" SANITARY SEWER SERVICE CLEANOUT		-	\$ -	220	\$ 37,455.00	83.00	\$ 14,130.75	\$ 23,324.25	
35		4" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS)		-	\$ -		\$ -	165.00	\$ -	\$ -	
36	\$ 2.34	6" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS)		-	\$ -	3,792	\$ 8,873.28	1,553.00	\$ 3,634.02	\$ 5,239.26	
37	\$ 58.40	8"x8"x6" PVC SERVICE TEE		-	\$ -	203	\$ 11,855.20	81.00	\$ 4,730.40	\$ 7,124.80	
38	\$ 220.22	10"x10"x6" PVC SERVICE TEE		-	\$ -	20	\$ 4,404.40	7.00	\$ 1,541.54	\$ 2,862.86	
39	\$ 480.00	8"x8"x6" DUCTILE IRON SERVICE TEE		-	\$ -	5	\$ 2,400.00		\$ -	\$ 2,400.00	
WATER PIPE ITEMS											
40	\$ 1.06	2" & UNDER 150 PSI PVC WATER PIPE FOR CONNECTIONS (OPEN CUT)		-	\$ -	40	\$ 42.40		\$ -	\$ 42.40	
41	\$ 16.58	6" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)		-	\$ -	5,344	\$ 88,603.52	431.00	\$ 7,145.98	\$ 81,457.54	
42	\$ 17.23	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)		-	\$ -	4,680	\$ 80,636.40	1,408.00	\$ 24,259.84	\$ 56,376.56	
43	\$ 18.51	8" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FITTINGS)		-	\$ -	500	\$ 9,255.00		\$ -	\$ 9,255.00	
44	\$ 25.77	10" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FITTINGS)		-	\$ -	360	\$ 9,277.20		\$ -	\$ 9,277.20	
45	\$ 1.00	TRACER WIRE SYSTEM FOR WATER		-	\$ -	22,864	\$ 22,864.00	1,779.00	\$ 1,779.00	\$ 21,085.00	
TOTALS				\$	-		\$ 438,534.24		\$ 125,681.70	\$ 312,885.70	

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Stored Material Summary

Contractor's Application

COMPREHENSIVE SEWER/WATER PHASE 8				Application Number: 5				
Application Period: 12/1/2018 TO 12/31/2018		Application Date: 12-Jan-19						
A	B	C	D		E	F		G
Pay Item No.	Unit Price	Materials Description	Stored Previously		Stored this Month		Incorporated in Work	
			Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)
Subtotal From Previous Page					438534.24		125681.7032	Materials Remaining in Storage (\$)(D + E - F)
WATER CONNECTION ITEMS								
46	\$ 116.50	CUT AND CAP EXISTING WATER LINE IN PLACE	-	\$ -	6	\$ 699.00	\$ -	\$ 699.00
47	\$ 222.00	CONNECTION: PROPOSED 6" TO EXISTING 2" (STRAIGHT-REDUCER AND COUPLING)	-	\$ -	1	\$ 222.00	\$ -	\$ 222.00
48	\$ 239.00	CONNECTION: PROPOSED 6" TO EXISTING 6" (STRAIGHT-COUPLING)	-	\$ -	2	\$ 478.00	\$ -	\$ 478.00
49	\$ 654.00	CONNECTION: PROPOSED 6" TO EXISTING 6" (TEE & OTHER FITTINGS)	-	\$ -	3	\$ 1,962.00	\$ -	\$ 1,962.00
50	\$ 1,344.00	CONNECTION: PROPOSED 6" TO EXISTING 6" (HOT TAP w/ VALVE ASSEMBLY)	-	\$ -	8	\$ 10,752.00	\$ -	\$ 10,752.00
51	\$ 2,959.00	CONNECTION: PROPOSED 6" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY)	-	\$ -	2	\$ 5,918.00	\$ -	\$ 5,918.00
52	\$ 654.00	CONNECTION: PROPOSED 6" TO PROPOSED 6" (TEE & OTHER FITTINGS)	-	\$ -	1	\$ 654.00	\$ -	\$ 654.00
53	\$ 916.00	CONNECTION: PROPOSED 8" TO EXISTING 6" (TEE & OTHER FITTINGS)	-	\$ -	11	\$ 10,076.00	\$ -	\$ 10,076.00
54	\$ 2,006.00	CONNECTION: PROPOSED 8" TO EXISTING 6" (HOT TAP w/ VALVE ASSEMBLY)	-	\$ -	1	\$ 2,006.00	\$ -	\$ 2,006.00
55	\$ 2,532.00	CONNECTION: PROPOSED 8" TO EXISTING 8" (HOT TAP w/ VALVE ASSEMBLY)	-	\$ -	1	\$ 2,532.00	\$ -	\$ 2,532.00
56	\$ 3,782.90	CONNECTION: PROPOSED 8" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY)	-	\$ -	3	\$ 11,348.70	\$ -	\$ 11,348.70
57	\$ 355.00	CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & OTHER FITTINGS)	-	\$ -	5	\$ 1,775.00	3.00	\$ 1,065.00
58	\$ 550.00	CONNECTION: PROPOSED 8" TO PROPOSED 8" (TEE & OTHER FITTINGS)	-	\$ -	3	\$ 1,650.00	1.00	\$ 550.00
WATER VALVE ITEMS								
59	\$ 569.00	6" GATE VALVE	-	\$ -	27	\$ 15,363.00	3.00	\$ 1,707.00
60	\$ 810.00	8" GATE VALVE	-	\$ -	22	\$ 17,820.00	8.00	\$ 6,480.00
WATER FIRE PROTECTION ITEMS								
61	\$ 1,237.08	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL TEE, VALVE, HYDRANT, BRASS TAG, PIPE, & OTHER FITTINGS)	-	\$ -	16	\$ 19,793.28	2.00	\$ 2,474.16
62		REMOVAL OF EXISTING FIRE HYDRANT	-	\$ -		\$ -		\$ -
WATER SERVICE ITEMS								
63	\$ 70.50	SERVICE TAP (3/4") (INCL, TAPPING SADDLE, CORP STOP, ETC.)	-	\$ -	110	\$ 7,755.00		\$ 7,755.00
64	\$ 73.98	SERVICE TAP (1") (INCL, TAPPING SADDLE, CORP STOP, ETC.)	-	\$ -	29	\$ 2,145.42		\$ 2,145.42
65		SERVICE TUBING (OPEN CUT) (3/4")	-	\$ -		\$ -		\$ -
66		SERVICE TUBING (OPEN CUT) (1")	-	\$ -		\$ -		\$ -
TOTALS				\$ -		\$ 551,483.64		\$ 137,957.86
								413,525.74

EJCDC No. C-620 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Stored Material Summary

Contractor's Application

For contract):		COMPREHENSIVE SEWER/WATER PHASE 8			Application Number: 5	
Application Period:		12/1/2018	TO	12/31/2018	Application Date: 12-Jan-19	
A	B	C		D		G
Pay Item No.	Unit Price	Materials Description		Stored Previously		Materials Remaining in Storage (\$ (D + E - F))
				Quantity	Amount (\$)	
		Subtotal From Previous Page				
67		SERVICE TUBING (BORED) (3/4")		-	\$	\$
68		SERVICE TUBING (BORED) (1")		-	\$	\$
69		WATER SERVICE METER (3/4")		-	\$	\$
70		WATER SERVICE METER (1")		-	\$	\$
		MISCELLANEOUS CONSTRUCTION ITEMS				
71		CRUSHED AGGREGATE (SIZE 825)		-	\$	\$
72		SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM		-	\$	\$
73		CONCRETE PAVEMENT REPAIR (ALL DEPTHS)		-	\$	\$
74		HARDY STREET ROADWAY REPAIR (SPECIAL CONSTRUCTION)		-	\$	\$
75		9.5 MM HOT MIX ASPHALT		-	\$	\$
76		19 MM HOT MIX ASPHALT		-	\$	\$
77		CONCRETE SIDEWALK REPAIR (ALL DEPTHS)		-	\$	\$
78		CONCRETE CURB & GUTTER (MATCH EXISTING TYPE)		-	\$	\$
79		CONCRETE DITCH REPAIR		-	\$	\$
80		CLASS "B" CONCRETE, MINOR STRUCTURES		-	\$	\$
81		REINFORCING STEEL		-	\$	\$
82		INLET GRATINGS		-	\$	\$
83		INLET CASTINGS		-	\$	\$
84		12" CORRUGATED HDPE PIPE (DUAL WALL)		-	\$	\$
85		15" CORRUGATED HDPE PIPE (DUAL WALL)		-	\$	\$
86		12" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)		-	\$	\$
87		15" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)		-	\$	\$
88		18" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)		-	\$	\$
89		18"x11" REINFORCED CONCRETE ARCH PIPE (CLASS 3) (PLASTIC GASKETS)		-	\$	\$
90		REMOVAL OF EXISTING PIPE CROSS DRAINS (ALL SIZES AND DEPTHS)		-	\$	\$
		TOTALS				
					\$ 551,483.64	\$ 413,558.94
					\$ 137,957.06	\$

EXCDC No. C-620 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.



Engineering Progress

January 21, 2019

City of Hattiesburg
Post Office Box 1898
Hattiesburg MS 39403-1898

Attn: Lamar Rutland, P.E.

**RE: Comprehensive Sewer/Water Improvements – Phase X
City of Hattiesburg**

Dear Mr. Rutland:

Enclosed please find Pay Estimate No. 3 for the above referenced project in the amount of \$359,133.67.

Should you have any questions and/or comments, please, do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "John T. Weeks", is written over the typed name.

John T. Weeks, P.E.
Project Engineer

/aa

cc: Wade Phillips - SDW
Jason Bankston - Grady Crawford

RECEIVED
1/22/19

PERIODIC ESTIMATE FOR PAYMENT

PERIODIC ESTIMATE FOR PAYMENT

NO: 003

PERIOD: 11/01/18 through 12/31/18

SHEET: 1 of 6

OWNER: City of Hattiesburg

ENGINEER: SDW Engineering Progress

CONTRACTOR: Grady Crawford Construction Co., Inc. Of Bates Rouge

PROJECT NO.:

PROJECT: Comprehensive Sewer/Water Improvements - Phase X

CONTRACT: Invoice No. 18055-5856

PERCENT COMPLETE: 31%

ORIGINAL CONTRACT TIME: 270 Days

CONTRACT COMPLETION DATE: April 19, 2019

TIME REMAINING: 109 Days

In accordance with this Contract and the attached Estimate for Payment, the Contractor is entitled to payment in the amount stipulated below. The present status of the account for this Contract is as follows:

<u>Change Order</u>	<u>Additions</u>	<u>Deductions</u>
	Original Contract Sum: \$	2,992,750.30
	Change Orders (Net Change):	\$0.00
	Contract Sum to Date: \$	2,992,750.30
	Material Stored: \$	-
	Work Completed to Date: \$	\$925,863.81
	Total Completed to Date: \$	925,863.81
	5% Retainage: \$	46,293.19
	Total Earned Less Retainage: \$	879,570.62
	Less Previous Estimates:	\$520,436.95
Net Change:	Total Due This Estimate: \$	359,133.67

CERTIFICATION OF CONTRACTOR: According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this Periodic Estimate for Partial Payment are correct; that all work has been performed and/or material supplied in full accordance with the requirements of the referenced contract, and/or duly authorized deviations, up to and including the last day of the period covered by this Periodic Estimate; and that no part of the "Balance Due This Payment" has been received.

Contractor: Grady Crawford Construction Co., Inc. Of Bates Rouge By:  Date: 1/18/2019

CERTIFICATION OF ENGINEER: I certify that I have checked and verified the above and foregoing Periodic Estimate for Partial Payment; that to the best of my knowledge and belief it is a true and correct statement of work performed and/or material supplied by the Contractor; that all work and/or material included in the Periodic Estimate has been inspected by me and/or my duly authorized representative or assistants, and that it has been performed and/or supplied in full accordance with the requirements of the referenced contract; and that partial payment claimed and requested by the Contractor is correctly computed on the basis of work performed and/or material supplied to date.

Engineer: SDW Engineering Progress By:  Date: 1/21/19

CERTIFICATION OF OWNER: I do hereby accept the foregoing Periodic Estimate for Payment and do recommend and approve the partial payment claimed and requested by the Contractor.

Owner: City of Hattiesburg By: _____ Date: _____

ITEM NO.	DESCRIPTION OF ITEM	SUMMARY ORIGINAL CONTRACT			WORK COMPLETED PREVIOUS PERIODS		ESTIMATE OF WORK COMPLETED THIS PERIOD		ESTIMATE OF WORK COMPLETED TO DATE	
		UNIT PRICE	QUANTITY	UNIT	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION	QUANTITY
1	8" SDR 26 PVC Sewer Pipe (0' - 6')	\$35.00	1674	LF	\$ 58,590.00	274.80	\$ 9,618.00	193.40	\$ 6,769.00	468.20
2	8" SDR 26 PVC Sewer Pipe (6' - 8')	\$41.00	5540	LF	\$ 227,140.00	1933.80	\$ 79,285.80	439.10	\$ 18,003.10	2,372.90
3	8" SDR 26 PVC Sewer Pipe (8' - 10')	\$46.00	1528	LF	\$ 70,288.00	330.10	\$ 15,184.60	583.90	\$ 26,859.40	914.00
4	8" SDR 26 PVC Sewer Pipe (10' - 12')	\$60.00	841	LF	\$ 50,460.00	435.00	\$ 26,100.00	328.40	\$ 19,704.00	763.40
5	8" SDR 26 PVC Sewer Pipe (12' - 14')	\$73.00	291	LF	\$ 21,243.00		\$ -	128.70	\$ 9,395.10	128.70
6	8" SDR 26 PVC Sewer Pipe (14' - 16')	\$225.00	53	LF	\$ 11,925.00		\$ -		\$ -	0.00
7	10" SDR 26 PVC Sewer Pipe (0' - 6')	\$56.00	242	LF	\$ 13,552.00	200.70	\$ 11,239.20		\$ -	200.70
8	10" SDR 26 PVC Sewer Pipe (6' - 8')	\$64.00	122	LF	\$ 7,808.00	26.30	\$ 1,683.20		\$ -	26.30
9	10" SDR 26 PVC Sewer pipe (8' - 10')	\$97.00	40	LF	\$ 3,880.00		\$ -		\$ -	0.00
10	10" SDR 26 PVC Sewer Pipe (10' - 12')	\$138.00	55	LF	\$ 7,590.00		\$ -		\$ -	0.00
11	10" SDR 26 PVC Sewer Pipe (12' - 14')	\$221.00	90	LF	\$ 19,890.00		\$ -		\$ -	0.00
12	10" SDR 26 PVC Sewer Pipe (14' - 16')	\$324.00	20	LF	\$ 6,480.00		\$ -		\$ -	0.00
13	8" Ductile Iron Sewer Pipe (0' - 6')	\$66.00	50	LF	\$ 3,300.00		\$ -		\$ -	0.00
14	8" Ductile Iron Sewer Pipe (6' - 8')	\$72.00	10	LF	\$ 720.00		\$ -		\$ -	0.00
15	12" steel casing 25 open cut all depths	\$167.00	60	LF	\$ 10,020.00		\$ -		\$ -	0.00
16	Removal Of Existing Sewer Line	\$6.50	6396	LF	\$ 41,574.00	3773.70	\$ 24,529.05	2217.50	\$ 14,413.75	5,991.20
17	Abandonment of Existing Sewer Line (All Sizes)	\$6.50	1926	LF	\$ 12,519.00	510.40	\$ 3,317.60		\$ -	510.40
18	Tracer Wire System for Sewer	\$0.30	15690	LF	\$ 4,707.00	4665.70	\$ 1,399.71	2217.50	\$ 665.25	6,883.20
	Sewer Manhole Items									
19	48" Precast Concrete Sewer Manhole (0' - 6')	\$2,450.00	11.00	EA	\$ 26,950.00	3.00	\$ 7,350.00		\$ -	3.00
20	48" Precast Concrete Sewer Manhole (6' - 8')	\$2,900.00	12.00	EA	\$ 34,800.00	11.00	\$ 31,900.00	2.00	\$ 5,800.00	13.00
21	48" Precast Concrete Sewer Manhole (8' - 10')	\$3,675.00	6.00	EA	\$ 22,050.00		\$ -	2.00	\$ 7,350.00	2.00
22	48" Precast Concrete Sewer Manhole (10' - 12')	\$5,440.00	1.00	EA	\$ 5,440.00	1.00	\$ 5,440.00	1.00	\$ 5,440.00	2.00
23	48" Precast Concrete Sewer Manhole (12' - 14')	\$7,225.00	1.00	EA	\$ 7,225.00		\$ -	1.00	\$ 7,225.00	1.00
24	48" Precast Concrete Sewer Manhole (14' - 16')	\$4,400.00	1.00	EA	\$ 4,400.00		\$ -		\$ -	0.00
25	48" Precast Concrete Sewer Manhole (6' - 8') Doghouse	\$5,875.00	3.00	EA	\$ 17,625.00		\$ -		\$ -	0.00
26	48" Precast Concrete Sewer Manhole (10' - 12') Doghouse	\$7,940.00	1.00	EA	\$ 7,940.00		\$ -		\$ -	0.00
27	60" Precast Concrete Sewer Manhole (0' - 6')	\$3,865.00	1.00	EA	\$ 3,865.00		\$ -		\$ -	0.00
28	60" Precast Concrete Sewer Manhole (6' - 8')	\$5,100.00	1.00	EA	\$ 5,100.00		\$ -	1.00	\$ 5,100.00	1.00
29	60" Precast Concrete Sewer Manhole (8' - 10')	\$6,250.00	1.00	EA	\$ 6,250.00		\$ -		\$ -	0.00

ITEM NO.	DESCRIPTION OF ITEM	SUMMARY ORIGINAL CONTRACT			WORK COMPLETED PREVIOUS PERIODS		ESTIMATE OF WORK COMPLETED THIS PERIOD		ESTIMATE OF WORK COMPLETED TO DATE	
		UNIT PRICE	QUANTITY	UNIT	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION	QUANTITY
30	60" Precast Concrete Sewer Manhole (10' - 12')	\$8,150.00	1.00	EA	\$ 8,150.00	1.00	\$ 8,150.00		\$ -	1.00 \$ 8,150.00
31	60" Precast Concrete Sewer Manhole (12' - 14')	\$12,850.00	1.00	EA	\$ 12,850.00		\$ -		\$ -	0.00 \$ -
32	60" Precast Concrete Sewer Manhole (6' - 8') (Doghouse)	\$7,350.00	1.00	EA	\$ 7,350.00	1.00	\$ 7,350.00		\$ -	1.00 \$ 7,350.00
33	60" Precast Concrete Splitter Sewer Manhole (10' - 12') (Doghouse)	\$11,650.00	1.00	EA	\$ 11,650.00		\$ -		\$ -	0.00 \$ -
34	Demolition and Removal Of Existing Manholes (All Types)	\$750.00	33.00	EA	\$ 24,750.00	7.00	\$ 5,250.00	8.00	\$ 6,000.00	15.00 \$ 11,250.00
35	Abandonment of Existing Manhole	\$400.00	1.00	EA	\$ 400.00		\$ -		\$ -	0.00 \$ -
36	Drop Manhole Assembly (All Depths)	\$2,500.00	6.00	EA	\$ 15,000.00	1.00	\$ 2,500.00	2.00	\$ 5,000.00	3.00 \$ 7,500.00
37	1000 gallon, concrete grease trap 6" walls traffic rated	\$18,895.00	1.00	EA	\$ 18,895.00		\$ -		\$ -	0.00 \$ -
	Sewer Service Items									
38	4' Sanitary Sewer Service Cleanout	\$365.00	155.00	EA	\$ 56,575.00	65.00	\$ 23,725.00	24.00	\$ 8,760.00	89.00 \$ 32,485.00
39	4" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings)	\$30.00	120.00	LF	\$ 3,600.00	13.00	\$ 390.00		\$ -	13.00 \$ 390.00
40	6" SDR 26 PVC Pipe Sanitary Sewer Service (Incl Fittings)	\$30.00	3588.00	LF	\$ 107,640.00	1551.50	\$ 46,545.00	544.00	\$ 16,320.00	2,095.50 \$ 62,865.00
41	8" x 8" x 6" PVC Service Tee	\$120.00	148.00	EA	\$ 17,760.00	70.00	\$ 8,400.00	24.00	\$ 2,880.00	94.00 \$ 11,280.00
42	10" x 10" x 6" PVC Service Tee	\$390.00	13.00	EA	\$ 5,070.00		\$ -		\$ -	0.00 \$ -
43	8" x 8" x 6" Ductile Iron Service Tee	\$950.00	4.00	EA	\$ 3,800.00		\$ -		\$ -	0.00 \$ -
44	Service tap on existing 8" sewer main	\$2,500.00	2.00	EA	\$ 5,000.00		\$ -		\$ -	0.00 \$ -
	Water Pipe Items									
45	2' & Under 150 PSI PVC Water Pipe for Connections (Open Cut)	\$20.00	40.00	LF	\$ 800.00		\$ -		\$ -	0.00 \$ -
46	6" Class 350 Ductile Iron Water Pipe (Open Cut)	\$24.00	6330.00	LF	\$ 151,920.00	1126.00	\$ 27,024.00	2074.00	\$ 49,776.00	3,200.00 \$ 76,800.00
47	8" 200 PSI, DR11, HDPE (Directional Bore) (Incl. Adapter fittings)	\$77.00	100.00	LF	\$ 7,700.00		\$ -		\$ -	0.00 \$ -
48	Tracer Wire System for Water	\$0.30	10381.00	LF	\$ 3,114.30	1126.00	\$ 337.80	2682.00	\$ 864.60	4,008.00 \$ 1,202.40
	Water Connection Items									
49	Cut and Cap Existing Water Line in Place	\$400.00	8.00	EA	\$ 3,200.00		\$ -		\$ -	0.00 \$ -
50	Connection: Proposed 6" to Existing 6" (Straight - Coupling)	\$785.00	1.00	EA	\$ 785.00		\$ -		\$ -	0.00 \$ -
51	Connection: Proposed 6" to Existing 6" (Tee & other fittings)	\$1,266.00	4.00	EA	\$ 5,064.00		\$ -	1.00	\$ 1,266.00	1.00 \$ 1,266.00
52	Connection: Proposed 6" to Existing 6" (Hot Tap w/Valve Assembly)	\$3,000.00	1.00	EA	\$ 3,000.00		\$ -		\$ -	0.00 \$ -

ITEM NO.	DESCRIPTION OF ITEM	SUMMARY ORIGINAL CONTRACT			WORK COMPLETED PREVIOUS PERIODS		ESTIMATE OF WORK COMPLETED THIS PERIOD		ESTIMATE OF WORK COMPLETED TO DATE	
		UNIT PRICE	QUANTITY	UNIT	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION	QUANTITY
53	Connection: Proposed 6" to Existing 8" (Hot Tap w/Valve Assembly)	\$3,000.00	2.00	EA	\$ 6,000.00	1.00	\$ 3,000.00	1.00	\$ 3,000.00	2.00
54	Connection: Proposed 6" to Existing 20" (Hot Tap w/Valve Assembly)	\$5,000.00	7.00	EA	\$ 35,000.00		\$ -	2.00	\$ 10,000.00	2.00
55	Connection: Proposed 6" to Proposed 6" (Tee & other fittings)	\$1,075.00	3.00	EA	\$ 3,225.00		\$ -	3.00	\$ 3,225.00	3.00
	Water Valve Items									
56	6" Gate Valve	\$1,800.00	20.00	EA	\$ 36,000.00	1.00	\$ 1,800.00	12.00	\$ 21,600.00	13.00
	Water Fire Protection Items									
57	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	\$3,900.00	13.00	EA	\$ 50,700.00	2.00	\$ 7,800.00	2.00	\$ 7,800.00	4.00
58	Removal of Existing Fire Hydrant	\$500.00	6.00	EA	\$ 3,000.00		\$ -		\$ -	0.00
	Water Service Items									
59	Service Tap (3/4") (Incl. Tapping Saddle, Corp Stop, etc)	\$325.00	110.00	EA	\$ 35,750.00		\$ -	31.00	\$ 10,075.00	31.00
60	Service Tap (1") (Incl. Tapping Saddle, Corp Stop, etc)	\$500.00	3.00	EA	\$ 1,500.00		\$ -		\$ -	0.00
61	Service Tubing (Open Cut) (3/4")	\$20.00	2587.00	LF	\$ 51,740.00		\$ -	808.00	\$ 16,160.00	808.00
62	Service Tubing (Open Cut) (1")	\$20.00	20.00	LF	\$ 400.00		\$ -		\$ -	0.00
63	Service Tubing (Bored) (3/4")	\$24.00	310.00	LF	\$ 7,440.00		\$ -		\$ -	0.00
64	Service Tubing (Bored) (1")	\$24.00	50.00	LF	\$ 1,200.00		\$ -		\$ -	0.00
65	Remove relocate and reset existing water meter	\$250.00	36.00	EA	\$ 9,000.00		\$ -		\$ -	0.00
66	Water Service Meter (3/4")	\$445.00	5.00	EA	\$ 2,225.00		\$ -		\$ -	0.00
67	Water Service Meter (1")	\$1,000.00	1.00	EA	\$ 1,000.00		\$ -		\$ -	0.00
	Miscellaneous Construction Items									
68	Crushed Aggregate (Size 610)	\$48.00	5084.00	TON	\$ 244,032.00	935.59	\$ 44,908.32	1468.38	\$ 70,482.24	2,403.97
69	Select Fill Material (Class 9, Group C), LVM	\$14.00	25693.00	CY	\$ 359,702.00	2486.00	\$ 34,804.00	924.00	\$ 12,936.00	3,410.00
70	Concrete Pavement Repair (All Depths)	\$85.00	1195.00	SY	\$ 101,575.00	293.96	\$ 24,986.60		\$ -	293.96
71	Hardy Street Roadway Repair (Special Construction)	\$136.00	230.00	SY	\$ 31,280.00		\$ -		\$ -	0.00
72	9.5 mm Hot Mix Asphalt	\$115.00	1840.00	TON	\$ 211,600.00		\$ -		\$ -	0.00
73	19 mm Hot Mix Asphalt	\$165.00	1000.00	TON	\$ 165,000.00		\$ -		\$ -	0.00
74	Brick Sidewalk Repair (All Depths)	\$400.00	5.00	SY	\$ 2,000.00		\$ -		\$ -	0.00
75	Concrete Sidewalk Repair (All Depths)	\$45.00	195.00	SY	\$ 8,775.00	70.16	\$ 3,157.20		\$ -	70.16
76	Concrete Curb & Gutter (Match Existing Type)	\$25.00	1070.00	LF	\$ 26,750.00	24.00	\$ 600.00		\$ -	24.00

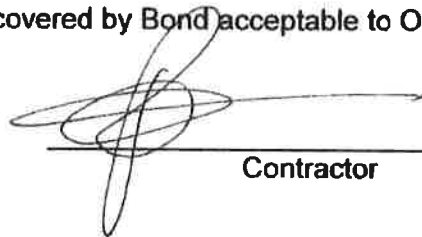
ITEM NO.	DESCRIPTION OF ITEM	SUMMARY ORIGINAL CONTRACT				WORK COMPLETED PREVIOUS PERIODS		ESTIMATE OF WORK COMPLETED THIS PERIOD		ESTIMATE OF WORK COMPLETED TO DATE	
		UNIT PRICE	QUANTITY	UNIT	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION
77	Concrete Ditch Repair	\$50.00	805.00	SF	\$ 40,250.00		\$ -		\$ -	0.00	\$ -
78	Concrete pipe piers incl concrete reinf straps	\$3,785.00	2.00	EA	\$ 7,570.00		\$ -		\$ -	0.00	\$ -
79	Class "B" Concrete, Minor Structures	\$459.00	6.00	CY	\$ 2,754.00	2.55	\$ 1,172.29		\$ -	2.55	\$ 1,172.29
80	Reinforcing Steel	\$2.00	67.00	IBS	\$ 134.00		\$ -		\$ -	0.00	\$ -
81	Inlet Gratings	\$6.00	200.00	IBS	\$ 1,200.00		\$ -		\$ -	0.00	\$ -
82	Inlet Castings	\$6.00	244.00	IBS	\$ 1,464.00	331.00	\$ 1,986.00		\$ -	331.00	\$ 1,986.00
83	12" Corrugated HDPE Pipe (Dual Wall)	\$36.00	40.00	LF	\$ 1,440.00		\$ -		\$ -	0.00	\$ -
84	15" Corrugated HDPE Pipe (Dual Wall)	\$55.00	40.00	LF	\$ 2,200.00		\$ -		\$ -	0.00	\$ -
85	12" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	\$43.00	56.00	LF	\$ 2,408.00		\$ -		\$ -	0.00	\$ -
86	15" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	\$59.00	118.00	LF	\$ 6,962.00		\$ -	24.00	\$ 1,416.00	24.00	\$ 1,416.00
87	18" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	\$80.00	16.00	LF	\$ 1,280.00		\$ -		\$ -	0.00	\$ -
88	24" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	\$120.00	48.00	LF	\$ 5,760.00		\$ -		\$ -	0.00	\$ -
89	30" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	\$150.00	48.00	LF	\$ 7,200.00		\$ -		\$ -	0.00	\$ -
90	36" Reinforced Concrete Pipe (Class III) (Rubber Gaskets)	\$200.00	48.00	LF	\$ 9,600.00		\$ -		\$ -	0.00	\$ -
91	Removal Of Existing Pipe Cross Drains (All Sizes and Depths)	\$10.00	360.00	LF	\$ 3,600.00		\$ -		\$ -	0.00	\$ -
92	Removal Of Existing Corrugated HDPE Pipe (All Sizes and Depths and Reset	\$10.00	70.00	LF	\$ 700.00		\$ -		\$ -	0.00	\$ -
93	Remove, Salvage and Reset Existing Wood Fence	\$15.00	70.00	LF	\$ 1,050.00		\$ -		\$ -	0.00	\$ -
94	Remove, Salvage and Reset Existing Net Wire Fence	\$15.00	130.00	LF	\$ 1,950.00		\$ -		\$ -	0.00	\$ -
95	Remove, Salvage and Reset Existing Chain Line Fence	\$15.00	25.00	LF	\$ 375.00		\$ -		\$ -	0.00	\$ -
96	Remove salvage and reset dumpster enclosure as detailed	\$10,000.00	1.00	LS	\$ 10,000.00		\$ -		\$ -	0.00	\$ -
97	6" Yellow Thermoplastic Detail Traffic Strip	\$4.00	1150.00	LF	\$ 4,600.00		\$ -		\$ -	0.00	\$ -
98	Legend White Thermoplastic Traffic Marking (6" Equivalent)	\$4.00	2070.00	LF	\$ 8,280.00		\$ -		\$ -	0.00	\$ -
99	Solid Sod (incl. Sod, Top Soil, Fertilizer, Watering, etc.)	\$8.00	5500.00	SY	\$ 44,000.00		\$ -		\$ -	0.00	\$ -
100	Landscape Reitoration (incl. Top Soil, Plants, Mulch, Watering, etc.)	\$35.00	1505.00	SF	\$ 52,675.00	972.00	\$ 34,020.00		\$ -	972.00	\$ 34,020.00
101	Clearing and Grubbing	\$7,500.00	1.00	ACRE	\$ 7,500.00		\$ -	0.50	\$ 3,750.00	0.50	\$ 3,750.00

ITEM NO.	DESCRIPTION OF ITEM	SUMMARY ORIGINAL CONTRACT				WORK COMPLETED PREVIOUS PERIODS		ESTIMATE OF WORK COMPLETED THIS PERIOD		ESTIMATE OF WORK COMPLETED TO DATE	
		UNIT PRICE	QUANTITY	UNIT	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION
102	Temporary Erosion Control	\$10,000.00	1.00	V	\$ 10,000.00	0.18	\$ 1,800.00		\$ -	0.18	\$ 1,800.00
103	Maintenance Of Traffic	\$40,000.00	1.00	V	\$ 40,000.00	0.18	\$ 7,200.00		\$ -	0.18	\$ 7,200.00
104	Mobilization	\$135,500.00	1.00	CY	\$ 135,500.00	0.25	\$ 33,875.00		\$ -	0.25	\$ 33,875.00
			TOTAL		\$2,992,750.30		\$547,828.37		\$378,035.44		\$925,863.81

CONTRACTOR'S CERTIFICATION:

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

Dated: 01-18, 2019



Contractor

APPROVAL OF ENGINEER

This Application for Payment No. _____ Has been reviewed and is approved for payment.

Dated: _____, 20

By: _____
Resident Inspector

Dated: _____, 20

By: _____
Project Engineer

APPROVAL OF AUTHORIZED REPRESENTATIVE OF THE OWNER

Dated: _____, 20

By: _____
Resident Inspector

Dated: _____, 20

By: _____
Owner's Project Supervisor

Dated: _____, 20

By: _____
Chief Construction Engineer



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

January 2, 2019
Project No: 11254
Invoice No: 20612

Project Manager Kyle Wallace
Project 11254 Infrastructure Improvements on N 40th & N 39th Avenues
Professional Services from November 24, 2018 to December 22, 2018

Professional Personnel			
	Hours	Rate	Amount
CADD TECHNICIAN I			
Sullivan, Richard	.50	105.00	52.50
RESIDENT PROJECT REPRESENTATIVE			
Phillips, Michael	83.00	85.00	7,055.00
PROJECT ENGINEER			
Wallace, Kyle	3.50	175.00	612.50
Totals	87.00		7,720.00
Total Labor			7,720.00
		Total this Invoice	\$7,720.00

Please make checks payable to Shows, Dearman and Waits, Inc. Thank you.

7245.12
093695.6015
MB 2012-1/34

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | sd-w.com



Engineering Progress

January 21, 2019

City of Hattiesburg
Post Office Box 1898
Hattiesburg MS 39403-1898

Attn: Lamar Rutland, P.E.

RE: Infrastructure Improvements along North 40th, North 39th Avenue and
Mable Street
City of Hattiesburg

Dear Mr. Rutland:

Enclosed please find Pay Application No. 4 for the above referenced project in the amount of \$9,652.97.

Should you have any questions and/or comments, please, do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kyle D. Wallace'.

Kyle D. Wallace, P.E.
Project Engineer

/aa
Enclosures

cc: Payton Myers – Myers Underground
Wade Phillips – SDW

RECEIVED
1/22/19

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | sd-w.com

G:\PROJECTS\Hattiesburg_City ofR11254 - Infrastructure Improvements on N40th and N39th Avenues\Corres\11254_Pay Application No 4_Transmittal_(Lamar) doc

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: City of Hattiesburg
200 Forrest St.
Hattiesburg, MS 39401

PROJECT: Infrastructure
Improvements along N. 40th & N. 39th
Ave.

APPLICATION NO: Four

Distribution to:
☐ OWNER
☒ ARCHITECT
☐ CONTRACTOR

PERIOD TO:
Nov. 1, 2018 Nov. 30, 2018

FROM CONTRACTOR:
Myers Underground Utilities
408 Ryan Road
HATTIESBURG, MS 39401

VIA ARCHITECT:
Shows Dearman & Wait
Hattiesburg, MS

PROJECT NOS:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM

\$ 797,010.70
2. Net change by Change Orders

\$
3. CONTRACT SUM TO DATE (Line 1 ± 2)

\$ 797,010.70
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)

\$ 171,470.27
5. RETAINAGE:

a. 5 % of Completed Work (Column D + E on G703)

\$

b. 5 % of Stored Material (Column F on G703)

\$

Total Retainage (Lines 5a + 5b or Total in Column I of G703)

8,573.51
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)

\$ 8,573.51
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

\$ 153,243.79
8. CURRENT PAYMENT DUE

\$ 9,652.97
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)

\$ 634,113.94

CONTRACTOR:

By: Payton Myers

Date: Dec 17, 2018

State of: MISSISSIPPI County of: Forrest
Subscribed and sworn to before me this _____ day of _____
Notary Public:
My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 9,652.97

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

ARCHITECT: ENGIN BEZ

By: [Signature] Date: 1-21-19

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	
NET CHANGES by Change Order		

Myers Underground Utilities
408 Ryan Road
Hattiesburg, MS 39401

APPLICATION #

4

APPLICATION DATE

11-1-18 to 11-30-18

PERIOD TO:

ARCHITECT'S PROJ NO:

JOB: Hattiesburg Water and Sewer Improvements, N. 40th Ave

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED APPLICATION (D + E)	E COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE) 0 5.0%
						TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
1	8" SDR 26 PVC Sewer Pipe (0'-6')								\$0.00
2	" " " " (6'-8')	\$6,437.00	\$328.00	\$0.00		\$328.00	0.00%	\$6,109.00	\$0.00
3	" " " " (8'-10")	\$26,709.00		\$0.00			5.10%	\$26,709.00	\$0.00
4	" " " " (10'-12")	\$23,600.00		\$0.00			0.00%	\$23,600.00	\$0.00
5	" " " " (12'-14')	\$24,057.00		\$0.00			0.00%	\$24,057.00	\$0.00
6	" " " " (14'-16')	\$6,936.00		\$0.00			0.00%	\$6,936.00	\$0.00
7	" " " " (16'-18')	\$5,355.00		\$0.00			0.00%	\$5,355.00	\$0.00
8	" " " " (18'-20')	\$8,245.00		\$0.00			0.00%	\$8,245.00	\$0.00
9	" " " " (20'-22")	\$15,831.60		\$0.00			0.00%	\$15,831.60	\$0.00
10	Removal of Existing Sewer Line	\$18,481.75		\$0.00			0.00%	\$18,481.75	\$0.00
11	Abandonment of Existing Sewer Line (All Sizes)	\$6,321.00	\$24.00	\$0.00		\$24.00	0.38%	\$6,297.00	\$1.20
12	Tracer Wire System for Sewer	\$3,035.10		\$0.00			0.00%	\$3,035.10	\$0.00
		\$2,930.00	\$2,930.00	\$0.00		\$2,930.00	100.00%		\$146.50
				\$0.00					\$0.00
	Sewer Manhole Items			\$0.00			0.00%		\$0.00
13	48" Precast Concrete Sewer Manhole (0'-6')	\$4,600.00		\$200.00		\$200.00	4.35%	\$4,400.00	\$10.00
14	" " " " (6'-8')	\$5,300.00		\$200.00		\$200.00	3.77%	\$5,100.00	\$10.00
15	" " " " (8'-10')	\$5,950.00		\$200.00		\$200.00	3.36%	\$5,750.00	\$10.00
16	" " " " (10'-12')	\$14,100.00		\$200.00		\$200.00	1.42%	\$13,900.00	\$10.00
17	" " " " (12'-14')	\$12,000.00		\$200.00		\$200.00	1.67%	\$11,800.00	\$10.00
18	" " " " (20'-22')	\$7,100.00		\$200.00		\$200.00	2.82%	\$6,900.00	\$10.00
19	Demolition and Removal of Existing Manholes (All Types)	\$6,120.00	\$765.00	\$0.00		\$765.00	12.50%	\$5,355.00	\$38.25
20	Abandonment of Existing Manholes	\$1,830.00		\$0.00			0.00%	\$1,830.00	\$0.00
21	Drop Manhole Assembly (All Depths)	\$740.00		\$0.00			0.00%	\$740.00	\$0.00
	Sewer Service Items			\$0.00					\$0.00
22	4" Sanitary Sewer Service Cleanout			\$0.00			0.00%		\$0.00
23	4" SDR 26 PVC Pipe Sanitary Sewer Service (Incl. Fittings)	\$13,500.00		\$0.00			0.00%	\$13,500.00	\$0.00
24	6" " " " " " "	\$1,944.00	PAGE TWO	\$0.00			0.00%	\$1,944.00	\$0.00
		\$14,724.00		\$0.00			0.00%	\$14,724.00	\$0.00

Myers Underground Utilities
408 Ryan Road
Hattiesburg, MS 39401

APPLICATION #	APPLICATION DATE	PERIOD TO:	ARCHITECT'S PROJ NO:
4	11-1-18 to 11-30-18		

JOB: Hattiesburg Water and Sewer Improvements, N. 40th Ave

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			APPLICATION (D + E)				TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%		
25	8" x 8" x 6" PVC Service Tee	32.0			\$0.00			0.00%	\$6,720.00	5.0%
Water Pipe Items										
26	2" and Under 150 PSI PVC Water Pipe for Connections (Open Cut)	40.0			\$0.00			0.00%		\$0.00
27	6" Class 350 Ductile Iron Pipe (Open Cut)	1,570.0	\$48,878.40		\$0.00	\$0.00	\$48,878.40	0.00%	\$280.00	\$0.00
28	Tracer Wire System for Water	1.0	\$4,335.00	\$4,961.52	\$0.00	\$0.00	\$4,961.52	114.46%	(\$6,174.40)	\$2,443.92
Water Connection Items										
29	Cut and Cap Existing Water Line in Place	4.0			\$0.00			0.00%		\$0.00
30	Connection: Proposed 6" to Existing 6" (Straight Coupling)	4.0			\$855.00		\$855.00	25.00%	\$2,565.00	\$42.75
31	Connection: Proposed 6" to Proposed 6" (Tee & other Fittings)	2.0	\$232.00		\$0.00		\$232.00	0.00%	\$3,280.00	\$0.00
32	Connection: Proposed 6" to Existing 8" (Hot Tap with Valve Assembly)	4.0	\$7,720.00		\$0.00		\$7,720.00	7.12%	\$3,028.00	\$11.60
33	Connection: Proposed 6" to Existing 8" (Tee * other fittings)	1.0	\$0.00		\$0.00			100.00%	\$2,000.00	\$386.00
Water Valve Items										
34	6" Gate Valve	8.0			\$0.00			0.00%		\$0.00
Water Fire Protection Items										
35	3-Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe and other Fittings)	3.0	\$10,200.00		\$0.00	\$0.00	\$10,200.00	31.35%	\$4,311.00	\$98.45
Water Service Items										
36	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc.)	28.0	\$4,462.00		\$3,798.00	\$0.00	\$8,260.00	0.00%		\$0.00
37	Commercial Service Tap " " " " " " " "	10.0	\$10,560.00		\$0.00	\$0.00	\$10,560.00	100.00%	(\$960.00)	\$413.00
38	Service Tubing (Open Cut) (All Sizes)	645.0	\$2,741.25	\$2,694.50	\$0.00		\$2,694.50	110.00%	\$46.75	\$528.00
Miscellaneous Construction Items										
39	Crushed Aggregate (Size610)	1,480.0	\$4,769.92		\$0.00		\$5,615.56	98.29%		\$0.00
40	Select Fill Material (Class 9, Group C), LVM	8,520.0	\$5,485.35		\$845.64		\$8,947.73	0.00%	\$80,224.44	\$280.78
41	Concrete Pavement Repair (All Depths)	185.0	\$7,105.56		\$3,462.38		\$7,105.56	6.54%	\$151,654.27	\$447.39
42	9.5 mm Hot Mix Asphalt	610.0	\$114,070.00		\$0.00		\$114,070.00	5.57%	\$5,104.44	\$355.28

G703-1992

JOB: Hattiesburg Water and Sewer Improvements, N. 40th Ave

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED APPLICATION (D + E)	E		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE) 0 5.0%
				THIS PERIOD					

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

JOHN L. SANFORD, JR., INC.
55 COUNTY LINE ROAD • ELLISVILLE, MS 39437
(601) 544-8251

Excavating • Clearing • Hauling • Fill Dirt • Clay Gravel
Mason Sand • Wash Gravel • Top Soil
Crushed Limestone • Rip Rap

S _____

DRIVER

Yd. Fill Dirt		
Yd. Clay Gravel		
Yd. Top Soil		
Ton Mason San		
Ton Washed Gravel		
Ton Shaker Gravel		
Ton Limestone		
Ton Rip Rap		
Excavator		
Truck		
Bulldozer		
Grader		

By _____

SOUTHERN

PIPE & SUPPLY

Southern Pipe - Hattiesburg
116 Lundy Lane
P.O. Box 1511 (39401)
HATTIESBURG, MS 39401-6601
Southern Pipe Ph#: (601)544-3226

Bill To:

Cash Sale
Cash Sale
HATTIESBURG, MS 39401

*** REPRINT ***

*Extra parts to connect
meter yokes
on N40*

Ship To:

Cash Sale
Cash Sale
HATTIESBURG, MS 39401

Pick Ticket/Packing List

Cust# 2400000
Invoice # 2478812-00
Order Type SO
Entered Date 11/06/18
Purchase Order
Taken By wam
Tax Cert.
Page # 1 of 1

Requested Date		Shipped Via		Terms		Instructions		
11/06/18		Customer P/U		10Prox,Net30				
Line #	Product And Description	Bin Location	Quantity Ordered	Quantity B/O	Quantity Shipped	Qty UM	Unit Amount	Extended Amount
	** ALL CASH SALES MUST BE PAID IN FULL ** ** NON-STOCK ITEMS ARE NOT RETURNABLE ** ** ALL STOCK ITEMS SUBJECT TO A 25% RESTOCK CHARGE ** ** NO RETURN ON OPEN BOXES **							
1	pvfah 1 SCH 40 PVC SXFIP FEMALE ADAPTER	/DE/002/07	2.00	0.00	2.00	EA	0.52	1.04
2	pv9h 1 SCH 40 PVC SXS 90 DEG ELL	/DE/005/07	6.00	0.00	6.00	EA	0.49	2.94
Sub Total							3.98	
Taxes							0.28	
TOTAL							4.26	

*PD
VISA
WD*

Picked By: _____

Weight: 0.93600

Total Cartons: _____

Received By: _____

Date Time Printed: 11/06/18 10:36

By my signature above, I hereby certify that I have read and agree to the provisions set forth in this invoice and to the terms and conditions posted at www.southernpipe.com/terms. These terms and conditions may change and the terms and conditions in effect as of the date hereof shall apply to this specific transaction. I understand that I may request and receive a hard copy of such terms and conditions at no additional cost.



Engineering Progress

January 21, 2019

City of Hattiesburg
Post Office Box 1898
Hattiesburg MS 39403-1898

Attn: Lamar Rutland, P.E.

RE: Infrastructure Improvements along North 40th, North 39th Avenue and
Mable Street
City of Hattiesburg

Dear Mr. Rutland:

Enclosed please find Pay Application No. 5 for the above referenced project in the amount of \$39,076.46.

Should you have any questions and/or comments, please, do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kyle D. Wallace'.

Kyle D. Wallace, P.E.
Project Engineer

/aa
Enclosures

cc: Payton Myers – Myers Underground
Wade Phillips - SDW

RECEIVED
1/22/19

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | sd-w.com

G:\PROJECTS\Hattiesburg_City of\11254 - Infrastructure Improvements on N40th and N39th Avenues\Corres\11254_Pay Application No.4_Transmittal_(Lamar) doc

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: City of Hattiesburg
200 Forrest St.
Hattiesburg, MS 39401

PROJECT: Infrastructure
Improvements along N. 40th & N. 39th
Ave.

APPLICATION NO: FIVE

Distribution to:
☐ OWNER
☒ ARCHITECT
☐ CONTRACTOR

PERIOD TO: Dec. 1, 2018
Dec. 28, 2018

FROM CONTRACTOR:
Myers Underground Utilities
408 Ryan Road
HATTIESBURG, MS 39401

VIA ARCHITECT:
Shows Dearman & Wait
Hattiesburg, MS

PROJECT NOS:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM	\$	797,010.70
2. Net change by Change Orders	\$	
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	797,010.70
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	\$212,603.39
5. RETAINAGE:		
a. <u>5</u> % of Completed Work (Column D + E on G703)	\$	
b. <u>5</u> % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		10,630.17
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	10,630.17
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	201,973.22
8. CURRENT PAYMENT DUE	\$	162,896.76
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	39,076.46
		595,037.48

CONTRACTOR
By: Payton S. Myers Date: 12-28-2018
State of: MISSISSIPPI County of: Forrest
Subscribed and sworn to before me this day of
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 39,076.46

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

ARCHITECT: ENGINEER

By: John L. R... Date: 1-21-19

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	
NET CHANGES by Change Order		

Myers Underground Utilities
408 Ryan Road
Hattiesburg, MS 39401

APPLICATION #	5
APPLICATION DATE	
PERIOD TO:	12-1-18 to 12-28-18
ARCHITECT'S PROJ NO:	

JOB: Hattiesburg Water and Sewer Improvements, N. 40th Ave

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED THIS PERIOD	E COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	G % (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			APPLICATION (D + E)						
25	8" x 8" x 6" PVC Service Tee	\$6,720.00		\$1,050.00		\$1,050.00	15.63%	\$5,670.00	5.0%
	Water Pipe Items			\$0.00					
26	2" and Under 150 PSI PVC Water Pipe for Connections (Open Cut)	\$280.00		\$0.00			0.00%		\$0.00
27	6" Class 350 Ductile Iron Pipe (Open Cut)	\$42,704.00	\$48,878.40	\$0.00	\$0.00	\$48,878.40	0.00%	\$280.00	\$0.00
28	Tracer Wire System for Water	\$4,335.00	\$4,961.52	\$0.00	\$0.00	\$4,961.52	114.46%	(\$6,174.40)	\$2,443.92
	Water Connection Items			\$0.00			114.45%	(\$626.52)	\$248.08
29	Cut and Cap Existing Water Line in Place			\$0.00			0.00%		\$0.00
30	Connection: Proposed 6" to Existing 6" (Straight Coupling)	\$3,420.00	\$855.00	\$0.00		\$855.00	25.00%	\$2,565.00	\$42.75
31	Connection: Proposed 6" to Proposed 6" (Tee & other Fittings)	\$3,280.00		\$0.00			0.00%	\$3,280.00	\$0.00
32	Connection: Proposed 6" to Existing 8" (Hot Tap with Valve Assembly)	\$3,260.00	\$232.00	\$0.00		\$232.00	7.12%	\$3,028.00	\$11.60
33	Connection: Proposed 6" to Existing 8" (Tee * other fittings)	\$7,720.00	\$7,720.00	\$0.00		\$7,720.00	100.00%		\$386.00
	Water Valve Items			\$0.00			0.00%	\$2,000.00	\$0.00
34	6" Gate Valve			\$0.00					\$0.00
	Water Fire Protection Items			\$0.00					\$0.00
35	3-Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe and other Fittings)	\$6,280.00	\$1,969.00	\$0.00	\$0.00	\$1,969.00	31.35%	\$4,311.00	\$98.45
	Water Service Items			\$0.00			0.00%		\$0.00
	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc.)			\$0.00					\$0.00
36	Commercial Service Tap " " " " " " " "	\$8,260.00	\$8,260.00	\$0.00	\$0.00	\$8,260.00	100.00%		\$413.00
37	Service Tubing (Open Cut) (All Sizes)	\$9,600.00	\$10,560.00	\$0.00	\$0.00	\$10,560.00	110.00%	(\$960.00)	\$528.00
38		\$2,741.25	\$2,694.50	\$0.00		\$2,694.50	98.29%	\$46.75	\$134.73
	Miscellaneous Construction Items			\$0.00					\$0.00
39	Crushed Aggregate (Size610)	\$85,840.00	\$5,615.56	\$0.00			0.00%		\$0.00
40	Select Fill Material (Class 9, Group C), LVM	\$160,602.00	\$8,947.31	\$2,505.02		\$8,120.58	9.46%	\$77,719.42	\$406.03
41	Concrete Pavement Repair (All Depths)	\$12,210.00	\$7,105.56	\$8,651.20		\$18,598.93	11.58%	\$142,003.07	\$929.95
				\$0.00		\$7,105.56	58.19%	\$5,104.44	\$355.28

G703-1992

JOB: Hattiesburg Water and Sewer Improvements, N. 40th Ave

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE) 0
			APPLICATION (D + E)	THIS PERIOD				
								5.0%
42	9.5 mm Hot Mix Asphalt	\$114,070.00		\$0.00			\$114,070.00	\$0.00
43	Concrete Curb and Gutter (Match Existing Type)	\$1,062.00		\$0.00			\$1,062.00	\$0.00
44	Class "B" Concrete, Minor Structures	\$2,640.00		\$0.00			\$2,640.00	\$0.00
45	Reinforcing Steel	\$390.00		\$0.00			\$390.00	\$0.00
46	Inlet Gratings	\$1,122.00		\$0.00			\$1,122.00	\$0.00
47	Inlet Castings	\$300.00		\$0.00			\$300.00	\$0.00
48	15" Reinforced Concrete Pipe Flared End Section	\$592.00		\$0.00			\$592.00	\$0.00
49	15" " " (Class III) (Rubber Gaskets)	\$1,113.60		\$0.00			\$1,113.60	\$0.00
50	18" " " " "	\$2,206.40		\$0.00			\$2,206.40	\$0.00
51	24" " " " "	\$1,248.00	\$1,824.00	\$0.00	\$0.00	\$1,824.00	(\$576.00)	\$91.20
52	Removal of Existing Pipe Cross Drains (All Sizes and Depths)	\$2,370.00		\$0.00			\$2,370.00	\$0.00
53	Steel U Section Sign Post (2.0 lbs/ft.)	\$219.00		\$0.00			\$219.00	\$0.00
54	Standard Roadside Signs, Sheet Aluminum (0.080" Thickness)	\$264.00		\$0.00			\$264.00	\$0.00
55	6" Yellow Thermoplastic Detail Traffic Stripe	\$3,000.00		\$0.00			\$3,000.00	\$0.00
56	Lengend White Thermoplastic Traffic Making (6" Equivalent)	\$2,670.00		\$0.00			\$2,670.00	\$0.00
57	Solid Sod (Incl. Sod, Top Soil, Fertilizer, Watering, Etc.)	\$5,940.00		\$0.00			\$5,940.00	\$0.00
58	Landscape Restoration (Incl. Top Soil, Plants, Mulch, Watering, etc.)	\$1,105.00		\$0.00			\$1,105.00	\$0.00
59	Temporary Erosion Control	\$2,000.00		\$800.00		\$800.00	\$1,200.00	\$40.00
60	Maintenance of Traffic	\$4,000.00	\$1,000.00	\$1,000.00		\$2,000.00	\$2,000.00	\$100.00
61	Mobilization	\$45,400.00	\$45,400.00	\$0.00		\$45,400.00		\$2,270.00
								\$0.00
	GRAND TOTALS	\$797,010.70	\$171,470.27	\$41,133.12	\$0.00	\$212,603.39	\$584,407.31	\$10,630.17

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

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

- (1) The amounts herein requisitioned to be paid to the above-designated payees are for the items or services hereinabove described.
- (2) The items or services listed above for which payment is proposed to be made hereunder have not formed the basis for any payment heretofore made from the Series 2016 Project Fund Construction Account.
- (3) Each of the items was reasonable and necessary in connection with the “Construction Project” being financed pursuant to the Loan Agreement dated as of August 18, 2016 (the “Loan Agreement”).
- (4) The payment herein authorized and approved is a proper charge against the Series 2016 Project Fund Construction Account as provided for in Section 3 of the Loan Agreement.
- (5) The invoices or statements from the contractor, vendor or other payee or other document supporting the amounts requisitioned herein are on file with the City.

CITY OF HATTIESBURG, MISSISSIPPI

By: 
Title: Mayor or City Clerk
(Authorized City Representative)

As Approved by:

Regions Commercial Equipment Finance, LLC
As Purchaser


Authorized Officer



City of Hattiesburg, MS

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

Master

File Number: 2019-082

File ID: 2019-082

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 01/28/2019

Brief Title: Approve professional services agreement with Neel-Schaffer, Inc. for engineering services for the 38th Avenue Streetscape Project.

Final Action: 02/05/2019

Minute Book Number: MB 2019-26-27

Title:

Approve letter agreement for professional services with Neel-Schaffer, Inc. for engineering services related to the 38th Avenue Streetscape Project;
Authorize Mayor to execute in duplicate.

Notes: Please return one executed original to Engineering.

Agenda Date: 02/05/2019

Indexes:

Agenda Number: V.-4

Sponsors:

Enactment Date:

Attachments: 38th Ave Letter Agreement, Executed Agreement with Neel Schaffer, Inc., - 38th Avenue Streetscape Project

Enactment Number:

Contact:

Meeting Date: 02/05/2019

Drafter: Kathleen Hartfield

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/05/2019	Approve				Pass
Action Text: A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve letter agreement for professional services with Neel-Schaffer, Inc. for engineering services related to the 38th Avenue Streetscape Project; Authorize Mayor to execute in duplicate.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							

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

Text of Legislative File 2019-082

Title

Approve letter agreement for professional services with Neel-Schaffer, Inc. for engineering services related to the 38th Avenue Streetscape Project; Authorize Mayor to execute in duplicate.

Summary

Approve letter agreement for professional services with Neel-Schaffer, Inc. for engineering services related to the 38th Avenue Streetscape Project; Authorize Mayor to execute in duplicate.

Budget Information

072201.6015

Expenditure Type

Regular Budget Item

Purchasing Item

Publication Information

January 10, 2019

Honorable Toby Barker
Mayor
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

RE: 38th AVENUE STREETSCAPE PROJECT
LETTER AGREEMENT FOR PROFESSIONAL SERVICES

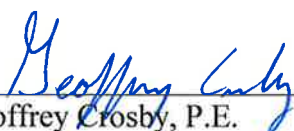
Dear Mayor Barker:

Neel-Schaffer is pleased to offer our professional engineering services to the City of Hattiesburg in reference to the 38th Avenue Streetscape Project. Our services will be provided for a fixed fee of \$131,353.44 and will be in accordance with Exhibit A – Scope of Work, Exhibit B – Project Map/Typical Section and Exhibit C – General Terms and Conditions, which are attached hereto and made part of this Letter Agreement.

Please indicate your acceptance of this Agreement by executing all three (3) original documents and returning one to our office. Thank you for the opportunity to be of continued service to the City of Hattiesburg.

Sincerely,

Neel-Schaffer, Inc.



Geoffrey Crosby, P.E.
Senior Project Manager

ACCEPTED:

BY: _____

DATE: _____

Attachments

EXHIBIT A

Scope of Work

This PROJECT includes adding a landscaped center island, an asphalt overlay and pathway lighting along 38th Avenue from Hardy Street to 4th Street as shown in Exhibit B – Project Location Map and Typical Sections. It also includes a traffic signal at the intersection of 38th Avenue and Montague Blvd. and sidewalk along the South side of Hardy Street from 37th Avenue to 38th Avenue.

The CONSULTANT shall prepare all plans, specifications, and provide an Opinion of Probable Cost (PS&E Assembly) as indicated in the LPA Project Development Manual.

The following engineering services shall be performed by the CONSULTANT on behalf of the Local Public Agency (LPA) in accordance with this CONTRACT at the direction of the LPA, unless otherwise modified by the Mississippi Department of Transportation (MDOT).

A monthly status report along with an updated project schedule is required. This report is to be submitted by the 7th of each month to the LPA for their signature and then submitted to the District LPA Coordinator. This monthly report is to be submitted by the CONSULTANT and will update the LPA on the status of the project. Recent milestones in plan development, such as the submittal of plans for review, shall be documented. Also, the target dates for the future milestones should be included.

TYPICAL ITEMS/MATERIALS PROVIDED BY THE LPA:

Based upon availability, the LPA will provide within normal resources of the LPA, the following:

1. Maps, aerial photographs, and other cartographic items as may be available;
2. Available old construction plans, drawings, and maps pertinent to the project;
3. Names, addresses, and telephone numbers of points of contact which may prove useful to the CONSULTANT in conducting this analysis;
4. A single point of contact within the LPA for day-to-day coordination of each CONTRACT;

GENERAL REQUIREMENTS:

As directed, the CONSULTANT shall provide engineering/technical assistance to perform specific assignments requiring needed expertise or staff resources unavailable to the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and adopted by the MDOT and in effect on the effective date this CONTRACT unless otherwise specified in the CONTRACT or subsequently directed by the MDOT during the course of this CONTRACT.

The design of roadways shall be in compliance with the MDOT Roadway Design Manual, and supplemented with updated design policies as described in design memos, American Association of State Highway and Transportation Officials (AASHTO)'s Policy on Geometric Design Of Highways and Streets; MDOT Standard Drawings (roadway and bridge), MDOT Roadway CADD Manual; MDOT Standard Specifications for Road and Bridge Construction; and the Manual on Uniform Traffic Control Devices (MUTCD)l. The latest edition of the aforementioned documents shall be used.

This project shall be performed using English units.

It is the responsibility of the CONSULTANT to request and receive approval from the LPA's Project Manager prior to making any changes to plans developed under this contract. This requirement includes plans developed by any subconsultants. As a minimum, the Scope of Work shall be divided into the following phases:

FIELD REVIEW PLANS

Part 1 -- Pre-Design Conference

Part 2 -- Conceptual Plans

Part 3 -- Field Inspection Plans

Part 4 -- Office Review Plans

Part 5 -- Final Contract Plans

FIELD SURVEY:

The CONSULTANT shall survey the project utilizing standard surveying practices as required to prepare preliminary and final contract plans.

FIELD REVIEW PLANS:

Unless stated otherwise in the CONTRACT, the following specific requirements are typical for this phase:

Part 1 - PRE-DESIGN CONFERENCE

The purpose of the conference is to discuss LPA procedures, contract administration, data required by this CONTRACT, the design criteria, and other matters as the parties deem necessary. After the Pre-Design Conference, the Project Director shall authorize the CONSULTANT to proceed with the preparation of the conceptual design plans.

Part 2 - CONCEPTUAL PLANS

The CONSULTANT shall prepare and submit conceptual plans for the project to include, where applicable:

- A. **CONCEPTUAL PLANS:** Title Sheet(s), typical sections, plan-profile sheets, traffic control sheets, conceptual permanent directional signing layout sheets, special design sheets where needed, phase construction sheets as required (plan & elevation).

Part 3 - FIELD INSPECTION PLANS

The CONSULTANT shall prepare and submit field inspection plans in accordance with the LPA'S format based on the approved conceptual plan. The field inspection plans shall contain, as a minimum:

- A. **FIELD INSPECTION PLANS:** Title sheet, typical sections, preliminary listing of pay items, plan and profile sheets showing all geometrics, profile grades, construction limits, cross-sections, preliminary earthwork quantities, preliminary pavement marking sheets, size and location of all drainage structures, as well as any traffic control that will be required during construction. Cross drain structures shall be plotted on the cross sections.

After the field review is conducted, the CONSULTANT shall provide the LPA with written updated construction opinion of probable cost. This OPC shall be based on historical cost data from similar MDOT projects.

Part 4 - OFFICE REVIEW PLANS

After the Office Review plans (100% plan development, pending final review) are complete, the CONSULTANT shall submit one (1) set of reproducible plans for review by the LPA. A final Office Review will be required and the CONSULTANT shall be required to attend. Allow approximately three (3) weeks from the submittal date of the reproducibles for scheduling and completing the Office Review. In the office review, the LPA shall review and mark the plans with all required revisions.

After the Office Review is conducted, the CONSULTANT shall provide the LPA with a written updated construction opinion of probable cost. This OPC shall be based on the plan quantities and historical cost data for the pay items.

Part 5 - FINAL CONTRACT PLANS

The final contract plans shall include all items required in the final right-of-way plans and all other information such as, but not limited to:

- A. **FINAL CONTRACT PLANS:** Title sheet; detailed index; general notes; typical sections; summary of quantities; estimated quantities; plan-profile sheets; special design sheets; and all notes and data used to develop the plans.

ADVERTISEMENT:

The Consultant shall prepare legal advertisement for the referenced project and shall ensure the project follows the LPA Project Development Manual and is properly advertised per Mississippi State bidding laws and regulations. These services include the following:

- Preparing the advertisement
- Bidder Coordination
- Receive and evaluate bids
- Assemble Bids and Submit

Additional Items included in the scope of work:

1. Completion of forms LPA-100, LPA-700/800, and Env-160
2. Completion of Sampling and Testing Proposal
3. Assist in the bid opening and prepare items for concurrence to award the project

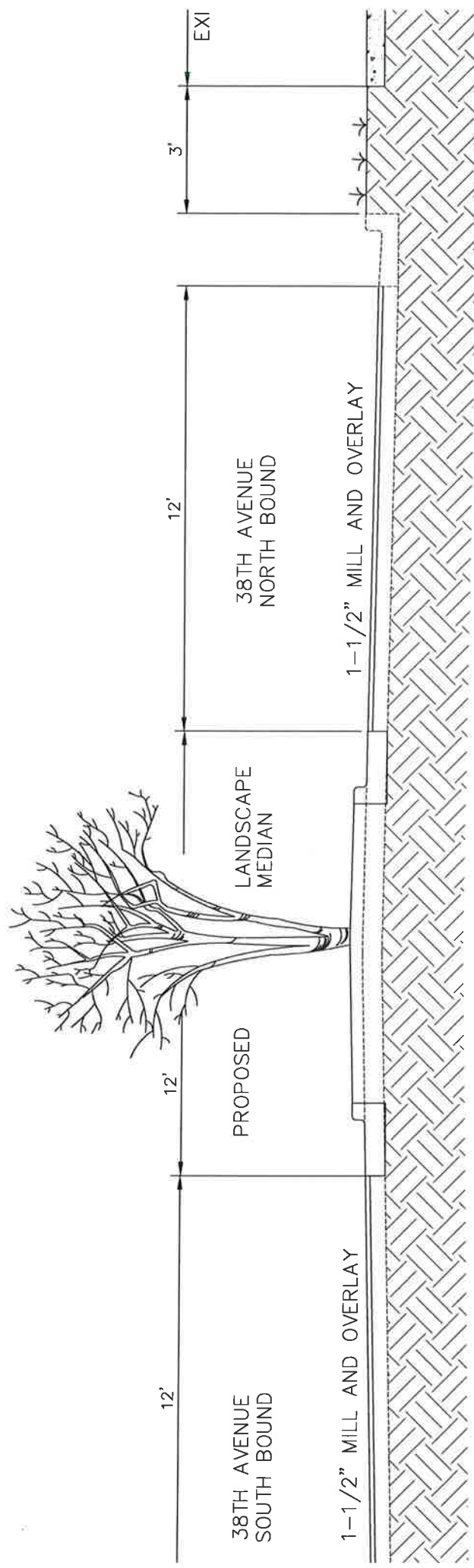
Items Not included in the scope of work:

1. Boundary Survey
2. Cultural Resource survey
3. Threatened and Endangered Species survey
4. Wetlands delineation and mitigation
5. Right-of-way Acquisition Services
6. Environmental Assessments
7. Re-bidding the Project

EXHIBIT "B"
PROJECT LOCATION MAP
and TYPICAL SECTION



VARIES



PROPOSED TYPICAL SECTION

NOT TO SCALE

EXHIBIT C
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, nor is the relationship a fiduciary relationship between Engineer and Client. The Engineer shall not be considered to be the agent of the Client. To the extent that Client is a public entity or a person or entity obligated to repay some or all of an amount borrowed in a municipal securities offering, it is expressly understood and agreed that the Engineer is not acting as a municipal advisor to the Client, as that term applies to the Dodd-Frank Wall Street Reform and Consumer Protection Act and its supporting regulations, that Engineer's services will not include the provision of advice or recommendations regarding municipal financial products or the issuance of municipal securities, and that the Client is responsible for retaining an independent registered municipal advisor for such advice or recommendation.

2. **Responsibility of the Engineer.** Engineer will 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 review 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.

The Client shall promptly report to the Engineer any defects or suspected defects in the Engineer's services of which the Client becomes aware, so that the Engineer may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Should legal liability for the defects exist, failure by the Client and the Client's contractors or subcontractors to notify the Engineer shall relieve the Engineer of any liability for costs of remedying the defects about the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

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. Owner further acknowledges that any reports or studies prepared by Engineer are intended solely for the Owner's use and information, and the Owner shall defend and indemnify Engineer from any liabilities arising out of other entities' reliance on such reports or studies.

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 or Additional Services.

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.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

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 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 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 negligence (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.

Engineer's indemnification obligation as set forth herein is expressly subject to and limited by the limitation of liability provision agreed upon by the Client and Engineer as set forth in Section 21, "Risk Allocation" of this Agreement.

Client waives any rights or claims for damage to persons or property that it or any of its successors in interest or insurers may have against Engineer for any claim or action arising out of Engineer's scope of services related to the Project or this Agreement, but only to the extent that such rights or claims for damages are covered by a policy of liability, casualty, property or other insurance, regardless of who procures such insurance.

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

EXHIBIT C
GENERAL TERMS AND CONDITIONS

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 invoices, or invoice submittal will be as noted in the agreement, to the Client. Payment in full shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the Engineer's services to the date of the payment and is not aware of any deficiencies in those services. 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 (1%) per month. Payment will be credited first to any interest owed then to principal. If the Client fails to make payments, the Engineer, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges, without recourse to the Client for loss or damage caused by such suspension. The Client further waives any and all claims against the Engineer for any such suspension. Payment for Engineer's services is not contingent on any factor, except the 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. Payment of invoices shall not be subject to any discounts, set-offs or back-charges unless agreed to in writing by both parties. If the Client contests an invoice, the Client may withhold only that portion so contested and pay the undisputed portion, after the Client has notified the Engineer in writing within 30 days of receiving the invoice and shall identify the specific cause of the disagreement and the amount in dispute.

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. **Dispute Resolution.** All disputes, controversies or claims, of whatever kind or character, between the Parties, their agents and/or principals, arising out of or in connection with the subject matter of this Agreement shall be litigated in no other venue other than the Circuit Court of Madison County, Mississippi, or the United States District Court which includes within its geographical Division, Madison County, Mississippi; and shall be litigated only before a judge hearing the matter alone, as both finder of fact and law, without a jury.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

By entering into this agreement, the parties knowingly, purposefully and intelligently agree to waive their individual rights to have any dispute, controversy or claim amongst and between them, to include the Contractor's individual Shareholders, Directors and Officers, decided, heard or adjudged by a trial by jury.

Client or Engineer gives the other written notice of objection to any term or condition before commencement of performance in connection with any other provision of services or projects involving the two of them.

29. **Additional Services.** 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, Client's schedule, construction 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.
30. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.
31. **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.
32. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.
33. **Nonwaiver.** No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.
34. **Identity of Project Owner.** Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Owner, shall provide to Engineer the following information relative to the Project Owner: Project Owner's full legal name; Project Owner's physical address; Project Owner's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Owner for the Project.
35. **Conflicting Terms.** In the event that there are multiple agreements with varying or conflicting terms and conditions between Client and Engineer, the Terms and Conditions contained in this Agreement shall supersede and have precedence over any other terms and conditions contained in any other written or oral agreement entered into between Client and Engineer that either actually do or appear to conflict with the Terms and Conditions contained in this Agreement, regardless of when, in relationship to these Terms and Conditions contained in this Agreement, such other written or oral agreement was actually entered into between Client and Engineer.
36. **Course of Dealing.** Client and Engineer agree that these General Terms and Conditions establish a course of dealing between them and shall apply to this and all other services, projects, agreements or dealings between the them, unless

January 10, 2019

Honorable Toby Barker
Mayor
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

RE: 38th AVENUE STREETSCAPE PROJECT
LETTER AGREEMENT FOR PROFESSIONAL SERVICES

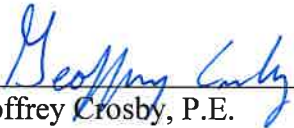
Dear Mayor Barker:

Neel-Schaffer is pleased to offer our professional engineering services to the City of Hattiesburg in reference to the 38th Avenue Streetscape Project. Our services will be provided for a fixed fee of \$131,353.44 and will be in accordance with Exhibit A – Scope of Work, Exhibit B – Project Map/Typical Section and Exhibit C – General Terms and Conditions, which are attached hereto and made part of this Letter Agreement.

Please indicate your acceptance of this Agreement by executing all three (3) original documents and returning one to our office. Thank you for the opportunity to be of continued service to the City of Hattiesburg.

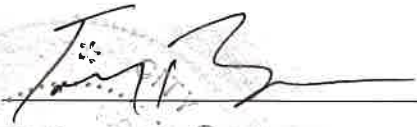
Sincerely,

Neel-Schaffer, Inc.



Geoffrey Crosby, P.E.
Senior Project Manager

ACCEPTED:

BY: _____

DATE: 2-5-19

Attachments

EXHIBIT A

Scope of Work

This PROJECT includes adding a landscaped center island, an asphalt overlay and pathway lighting along 38th Avenue from Hardy Street to 4th Street as shown in Exhibit B – Project Location Map and Typical Sections. It also includes a traffic signal at the intersection of 38th Avenue and Montague Blvd. and sidewalk along the South side of Hardy Street from 37th Avenue to 38th Avenue.

The CONSULTANT shall prepare all plans, specifications, and provide an Opinion of Probable Cost (PS&E Assembly) as indicated in the LPA Project Development Manual.

The following engineering services shall be performed by the CONSULTANT on behalf of the Local Public Agency (LPA) in accordance with this CONTRACT at the direction of the LPA, unless otherwise modified by the Mississippi Department of Transportation (MDOT).

A monthly status report along with an updated project schedule is required. This report is to be submitted by the 7th of each month to the LPA for their signature and then submitted to the District LPA Coordinator. This monthly report is to be submitted by the CONSULTANT and will update the LPA on the status of the project. Recent milestones in plan development, such as the submittal of plans for review, shall be documented. Also, the target dates for the future milestones should be included.

TYPICAL ITEMS/MATERIALS PROVIDED BY THE LPA:

Based upon availability, the LPA will provide within normal resources of the LPA, the following:

1. Maps, aerial photographs, and other cartographic items as may be available;
2. Available old construction plans, drawings, and maps pertinent to the project;
3. Names, addresses, and telephone numbers of points of contact which may prove useful to the CONSULTANT in conducting this analysis;
4. A single point of contact within the LPA for day-to-day coordination of each CONTRACT;

GENERAL REQUIREMENTS:

As directed, the CONSULTANT shall provide engineering/technical assistance to perform specific assignments requiring needed expertise or staff resources unavailable to the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and adopted by the MDOT and in effect on the effective date this CONTRACT unless otherwise specified in the CONTRACT or subsequently directed by the MDOT during the course of this CONTRACT.

The design of roadways shall be in compliance with the MDOT Roadway Design Manual, and supplemented with updated design policies as described in design memos, American Association of State Highway and Transportation Officials (AASHTO)'s Policy on Geometric Design Of Highways and Streets; MDOT Standard Drawings (roadway and bridge), MDOT Roadway CADD Manual; MDOT Standard Specifications for Road and Bridge Construction; and the Manual on Uniform Traffic Control Devices (MUTCD). The latest edition of the aforementioned documents shall be used.

This project shall be performed using English units.

It is the responsibility of the CONSULTANT to request and receive approval from the LPA's Project Manager prior to making any changes to plans developed under this contract. This requirement includes plans developed by any subconsultants. As a minimum, the Scope of Work shall be divided into the following phases:

FIELD REVIEW PLANS

Part 1 -- Pre-Design Conference

Part 2 -- Conceptual Plans

Part 3 -- Field Inspection Plans

Part 4 -- Office Review Plans

Part 5 -- Final Contract Plans

FIELD SURVEY:

The CONSULTANT shall survey the project utilizing standard surveying practices as required to prepare preliminary and final contract plans.

FIELD REVIEW PLANS:

Unless stated otherwise in the CONTRACT, the following specific requirements are typical for this phase:

Part 1 - PRE-DESIGN CONFERENCE

The purpose of the conference is to discuss LPA procedures, contract administration, data required by this CONTRACT, the design criteria, and other matters as the parties deem necessary. After the Pre-Design Conference, the Project Director shall authorize the CONSULTANT to proceed with the preparation of the conceptual design plans.

Part 2 - CONCEPTUAL PLANS

The CONSULTANT shall prepare and submit conceptual plans for the project to include, where applicable:

- A. **CONCEPTUAL PLANS:** Title Sheet(s), typical sections, plan-profile sheets, traffic control sheets, conceptual permanent directional signing layout sheets, special design sheets where needed, phase construction sheets as required (plan & elevation).

Part 3 - FIELD INSPECTION PLANS

The CONSULTANT shall prepare and submit field inspection plans in accordance with the LPA'S format based on the approved conceptual plan. The field inspection plans shall contain, as a minimum:

- A. **FIELD INSPECTION PLANS:** Title sheet, typical sections, preliminary listing of pay items, plan and profile sheets showing all geometrics, profile grades, construction limits, cross-sections, preliminary earthwork quantities, preliminary pavement marking sheets, size and location of all drainage structures, as well as any traffic control that will be required during construction. Cross drain structures shall be plotted on the cross sections.

After the field review is conducted, the CONSULTANT shall provide the LPA with written updated construction opinion of probable cost. This OPC shall be based on historical cost data from similar MDOT projects.

Part 4 - OFFICE REVIEW PLANS

After the Office Review plans (100% plan development, pending final review) are complete, the CONSULTANT shall submit one (1) set of reproducible plans for review by the LPA. A final Office Review will be required and the CONSULTANT shall be required to attend. Allow approximately three (3) weeks from the submittal date of the reproducibles for scheduling and completing the Office Review. In the office review, the LPA shall review and mark the plans with all required revisions.

After the Office Review is conducted, the CONSULTANT shall provide the LPA with a written updated construction opinion of probable cost. This OPC shall be based on the plan quantities and historical cost data for the pay items.

Part 5 - FINAL CONTRACT PLANS

The final contract plans shall include all items required in the final right-of-way plans and all other information such as, but not limited to:

- A. **FINAL CONTRACT PLANS:** Title sheet; detailed index; general notes; typical sections; summary of quantities; estimated quantities; plan-profile sheets; special design sheets; and all notes and data used to develop the plans.

ADVERTISEMENT:

The Consultant shall prepare legal advertisement for the referenced project and shall ensure the project follows the LPA Project Development Manual and is properly advertised per Mississippi State bidding laws and regulations. These services include the following:

- Preparing the advertisement
- Bidder Coordination
- Receive and evaluate bids
- Assemble Bids and Submit

Additional Items included in the scope of work:

1. Completion of forms LPA-100, LPA-700/800, and Env-160
2. Completion of Sampling and Testing Proposal
3. Assist in the bid opening and prepare items for concurrence to award the project

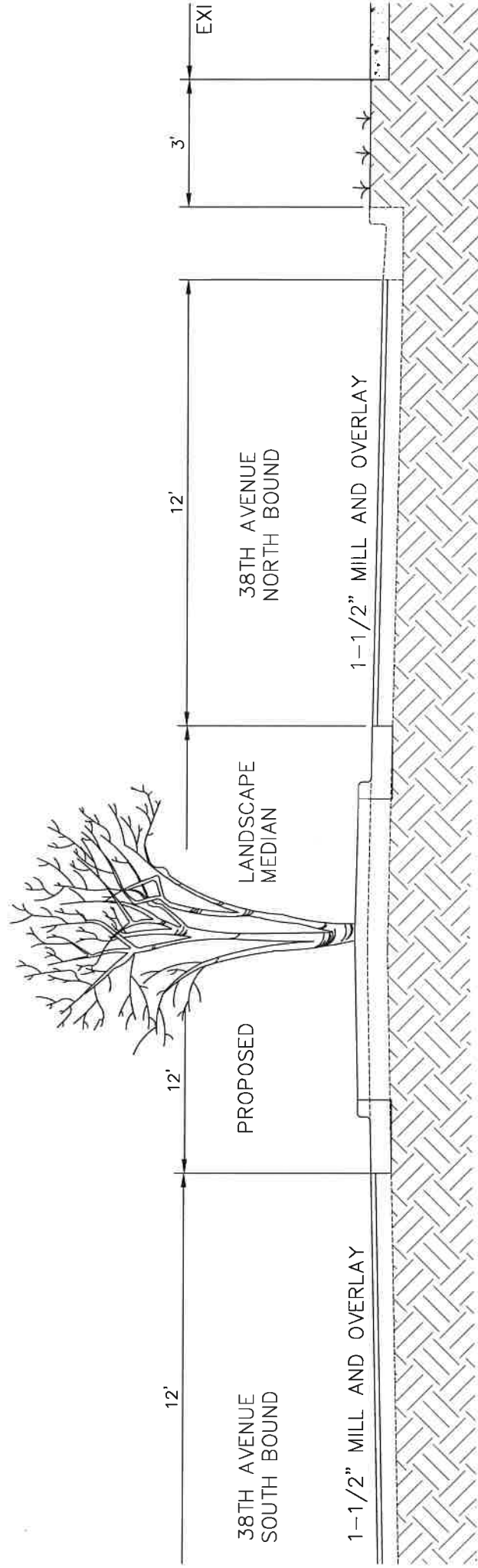
Items Not included in the scope of work:

1. Boundary Survey
2. Cultural Resource survey
3. Threatened and Endangered Species survey
4. Wetlands delineation and mitigation
5. Right-of-way Acquisition Services
6. Environmental Assessments
7. Re-bidding the Project

EXHIBIT "B"
PROJECT LOCATION MAP
and TYPICAL SECTION



VARIES



PROPOSED TYPICAL SECTION

NOT TO SCALE

EXHIBIT C

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, nor is the relationship a fiduciary relationship between Engineer and Client. The Engineer shall not be considered to be the agent of the Client. To the extent that Client is a public entity or a person or entity obligated to repay some or all of an amount borrowed in a municipal securities offering, it is expressly understood and agreed that the Engineer is not acting as a municipal advisor to the Client, as that term applies to the Dodd-Frank Wall Street Reform and Consumer Protection Act and its supporting regulations, that Engineer's services will not include the provision of advice or recommendations regarding municipal financial products or the issuance of municipal securities, and that the Client is responsible for retaining an independent registered municipal advisor for such advice or recommendation.

2. **Responsibility of the Engineer.** Engineer will 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 review 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.

The Client shall promptly report to the Engineer any defects or suspected defects in the Engineer's services of which the Client becomes aware, so that the Engineer may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Should legal liability for the defects exist, failure by the Client and the Clients' contractors or subcontractors to notify the Engineer shall relieve the Engineer of any liability for costs of remedying the defects about the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

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. Owner further acknowledges that any reports or studies prepared by Engineer are intended solely for the Owner's use and information, and the Owner shall defend and indemnify Engineer from any liabilities arising out of other entities' reliance on such reports or studies.
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 or Additional Services.
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.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

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 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 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 negligence (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.

Engineer's indemnification obligation as set forth herein is expressly subject to and limited by the limitation of liability provision agreed upon by the Client and Engineer as set forth in Section 21, "Risk Allocation" of this Agreement.

Client waives any rights or claims for damage to persons or property that it or any of its successors in interest or insurers may have against Engineer for any claim or action arising out of Engineer's scope of services related to the Project or this Agreement, but only to the extent that such rights or claims for damages are covered by a policy of liability, casualty, property or other insurance, regardless of who procures such insurance.

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.
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Engineer will locate utilities which will affect the project from information provided by the Client and utility companies and

EXHIBIT C
GENERAL TERMS AND CONDITIONS

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.

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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 invoices, or invoice submittal will be as noted in the agreement, to the Client. Payment in full shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the Engineer's services to the date of the payment and is not aware of any deficiencies in those services. 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 (1%) per month. Payment will be credited first to any interest owed then to principal. If the Client fails to make payments, the Engineer, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges, without recourse to the Client for loss or damage caused by such suspension. The Client further waives any and all claims against the Engineer for any such suspension. Payment for Engineer's services is not contingent on any factor, except the 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. Payment of invoices shall not be subject to any discounts, set-offs or back-charges unless agreed to in writing by both parties. If the Client contests an invoice, the Client may withhold only that portion so contested and pay the undisputed portion, after the Client has notified the Engineer in writing within 30 days of receiving the invoice and shall identify the specific cause of the disagreement and the amount in dispute.

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. **Dispute Resolution.** All disputes, controversies or claims, of whatever kind or character, between the Parties, their agents and/or principals, arising out of or in connection with the subject matter of this Agreement shall be litigated in no other venue other than the Circuit Court of Madison County, Mississippi, or the United States District Court which includes within its geographical Division, Madison County, Mississippi; and shall be litigated only before a judge hearing the matter alone, as both finder of fact and law, without a jury.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

By entering into this agreement, the parties knowingly, purposefully and intelligently agree to waive their individual rights to have any dispute, controversy or claim amongst and between them, to include the Contractor's individual Shareholders, Directors and Officers, decided, heard or adjudged by a trial by jury.

Client or Engineer gives the other written notice of objection to any term or condition before commencement of performance in connection with any other provision of services or projects involving the two of them.

29. **Additional Services.** 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, Client's schedule, construction 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.
30. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.
31. **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.
32. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.
33. **Nonwaiver.** No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.
34. **Identity of Project Owner.** Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Owner, shall provide to Engineer the following information relative to the Project Owner: Project Owner's full legal name; Project Owner's physical address; Project Owner's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Owner for the Project.
35. **Conflicting Terms.** In the event that there are multiple agreements with varying or conflicting terms and conditions between Client and Engineer, the Terms and Conditions contained in this Agreement shall supersede and have precedence over any other terms and conditions contained in any other written or oral agreement entered into between Client and Engineer that either actually do or appear to conflict with the Terms and Conditions contained in this Agreement, regardless of when, in relationship to these Terms and Conditions contained in this Agreement, such other written or oral agreement was actually entered into between Client and Engineer.
36. **Course of Dealing.** Client and Engineer agree that these General Terms and Conditions establish a course of dealing between them and shall apply to this and all other services, projects, agreements or dealings between the them, unless



City of Hattiesburg, MS

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

Master

File Number: 2019-080

File ID: 2019-080

Type: Regular Agenda Item

Status: Approved

Version: 2

Reference:

In Control: City Council

Requester: Anthony Parker

File Created: 01/25/2019

Brief Title: State Plan of Operation for transfer of property

Final Action: 02/05/2019

Minute Book Number: MB 2019-27

Title:

Approve and Authorize the Police Chief to execute State Plan of Operation between State of Mississippi and the Hattiesburg Police Department regarding efficient transfer of property and accountability of same.

Notes:

Agenda Date: 02/05/2019

Indexes:

Agenda Number: V.-5

Sponsors:

Enactment Date:

Attachments: Plan of Operation Between MS and HPD

Enactment Number:

Contact:

Meeting Date: 02/05/2019

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	02/05/2019	Approve and Authorize				Pass
Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Approve and Authorize the Police Chief to execute State Plan of Operation between State of Mississippi and the Hattiesburg Police Department regarding efficient transfer of property and accountability of same.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2019-080

Title

Approve and Authorize the Police Chief to execute State Plan of Operation between State of Mississippi and the Hattiesburg Police Department regarding efficient transfer of property and accountability of same.

Summary

[Enter Summary Here Without Parentheses]

Budget Information

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

Expenditure Type

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

Purchasing Item

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

Publication Information

[Please enter publication sites and dates]

State Plan of Operation Cover Sheet

The LEA agrees to pay a 7% service fee to the MS Office of Surplus Property (MOSP) for each item transferred through the 1033 program.

****Certain items have a set fee for transferring, contact MOSP for details****

Top 10 Facts and Highlights

1. Property made available under this agreement is for the use of authorized program participants only. (See pg. 2 Sec. III, D.)
2. The LESO conditionally transfers all excess DoD property to States/LEAs enrolled in the LESO Program. (See pg. 3 Sec. III, H.)
3. Enforce adequate Security and accountability measures to prevent loss or theft. (See pg. 3 Sec. III, F.)
4. LEAs are not authorized to transfer any property on their inventory without State and LESO notification and approval. (See pg. 4 Sec. III, J.)
5. Annual physical inventory "REQUIRED" 1 October to 31 January. (See Pg. 6 Sec. V, A.)
6. Subject to a Program Compliance Review (PCR) by the State and the LESO. (Pg. 8 Sec. VI) NOTE A.4: Intent to physically inventory 100% of property selected for review.
7. Equipment Custody Receipt (ECR) must be used as a chain of custody for certain equipment. (See Pg. 2, Sec. III, D. - Pg. 11, VIII, C.)
8. Lost, Stolen or Destroyed (LSD) equipment must be reported to the State upon discovery of such. (See pg. 10 Sec. VIII, A.)
9. Modifications to small arms are authorized. All parts are to be retained and accounted for (See pg. 11 Sec. VIII, D.)
10. LEA fails to comply with any terms of the DLA MOA, Federal statute or regulation, SPO, or a State MOA, the State and/or LEA may be placed on restricted status, suspended, and/or terminated from the Program. (See pg. 13 Sec. XII, B.)

Initials of the CLEO _____

INITIAL HERE

Version: July 2018

APPROVED

By Dan Arnold at 8:55 am, Jul 18, 2018

STATE PLAN OF
OPERATION BETWEEN THE
STATE OF MISSISSIPPI
AND THE
Hattiesburg Police Department

I. PURPOSE

This State Plan of Operation (SPO) is entered into between the State of MISSISSIPPI and the (LEA name) Hattiesburg Police Dept., to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (DOD) personal property transferred pursuant to 10 USC § 2576a in order to promote the efficient and expeditious transfer of property and to ensure accountability of the same.

II. AUTHORITY

The Secretary of Defense is authorized by 10 USC § 2576a to transfer to Federal and State/Territory Law Enforcement Agencies (LEAs), personal property that is excess to the needs of the DoD, including small arms and ammunition, that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug/counter-terrorism or border security activities, under such terms prescribed by the Secretary. The Secretary of Defense has delegated authority for management of this program to the DLA. DLA defines law enforcement activities as activities performed by governmental agencies whose primary function is the enforcement of applicable Federal, State/Territory, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension. This program is known as the Law Enforcement Support Program and commonly referred to as the "LESO Program" or "1033 Program" and is administered by DLA Disposition Services, LESO.

III. GENERAL TERMS AND CONDITIONS

A. Operational Authority

The Governor of the State of MISSISSIPPI has designated in writing with an effective date of 1*1*2015 to implement this program statewide as well as conduct management and oversight of this program. Funding / Budgeting to administer this program is provided by the Ms Office of Surplus Property with a 7% service fee per item transferred through the 1033 program.

****Certain items have a set service fee for transferring, contact your SC or SPOC at the MOSP****

The provided funding is used to support assistance to the LEAs with customer service to include computer / telephone assistance and physical visits to the LEAs to assist with acquiring access to the LESO Program. The staffing to provide the support to the LEAs within the State of

MISSISSIPPI is as follows:

State Coordinator (SC): Missy Elmore

State Point of Contact (SPOC): Nichole Lemacks

State Point of Contact (SPOC): Alan Crawford

State Point of Contact (SPOC): _____

The following is the facility / physical location and business hours to provide customer service to those LEAs currently enrolled, as well as interested participants of the LESO Program:

Agency Address / Location: 3147 Hwy. 468 Pearl, MS. 39208

E-Mail / Contact Phone Numbers: Office Phone (601)939-2050 SC- Missy.Elmore@dfa.ms.gov

Fax Number: (601)939-4505

SPOC- Nichole.Lemacks@dfa.ms.gov

SPOC- Alan.Crawford@dfa.ms.gov

Hours of Operation: Monday-Friday 8am-5pm

- B. All property is transferred and recipient (*LEA name*) Hattiesburg Police Department agrees to accept property on an as-is, where-is basis. The DLA has final authority to determine the type, quantity, and allocation of excess DoD personal property suitable for law enforcement activities.
- C. This agreement creates no entitlement to the State or Territory to receive excess DoD personal property. DLA retains the right to recall any property during the period that it is conditionally transferred.
- D. The (*LEA name*) Hattiesburg Police Department understands that property made available under this agreement is for the use of authorized program participants only. Authorized participants who receive property from the LESO Program will not loan, donate, or otherwise provide property to other groups or entities that are not otherwise authorized to participate in the Program. Authorized participating agencies may, with prior approval from the State/Territory on a temporary basis, conditionally loan property to another participating agency as their mission requires, utilizing an Equipment Custody Receipt (ECR). Property temporarily loaned will be returned to the LEA responsible for the accountability. All requests for property will be based on bona fide law enforcement requirements.
- E. Controlled property (equipment) includes any property that has a Demilitarization (DEMIL) Code of B, C, D, E, F, G, and Q3.

To receive such property, on an annual basis the LEA shall certify (Ref: 10 U.S. Code § 2576a):

- 1) That it has obtained the authorization of the relevant local governing body authority (city council, mayor etc.) to participate in the program.
- 2) That it has adopted publicly available protocols for the appropriate use of controlled property, the supervision of such use, and the evaluation of the effectiveness of such use, including auditing and accountability policies.

- 3) That it provides annual training to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property.
- F. The (LEA name) Hattiesburg Police Department will maintain and enforce regulations designed to impose adequate security and accountability measures for controlled property to mitigate the risk of loss or theft.
- G. Upon approval of written requests, cannibalization may be performed on approved aircraft, armored vehicles, and High Mobility Multipurpose Wheeled Vehicles (HMMWVs). Requests will be submitted in writing to the State and approved by the LESO for approval. The cannibalized end item must be returned to DLA Disposition Services within the allotted timeframes determined by the LESO.
- H. The LESO conditionally transfers all excess DoD property to States/Territories/LEAs enrolled in the LESO Program. Title or ownership of controlled property will remain with the DoD in perpetuity and will not be relinquished to the States/Territories/LEAs. When the States/Territories/LEAs no longer has a legitimate law enforcement use for controlled property, the States/Territories/LEAs will notify the LESO and the controlled property must either be transferred to another enrolled LEA (via standard transfer process) or returned to DLA Disposition Services for disposal. The LESO reserves the right to recall controlled and non-controlled property issued through the DLA at any time.
- I. Property with a DEMIL Code of “A” and “Q” with an Integrity Code of “6” (Q6) is also conditionally transferred to the State/LEA, yet controlled for one (1) year from the ship date. However, after one (1) year from the ship date, the DLA will relinquish ownership and title to the State/Territory/LEA. Prior to this date, the State/Territory/LEA remains responsible for the accountability and physical control of the item(s) and the Program retains the right to recall the property.
- 1) Property with DEMIL Codes of “A” and “Q6” will be placed in a closed status on the LEA’s LESO inventory upon meeting the one year mark.
 - 2) Once closed, the property is no longer subject to the annual inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).
 - 3) Ownership and title of DEMIL “A” and “Q6” items that have been closed will pass from the DoD to the LEA one year from the ship date, without issuance of any further documentation.
 - 4) LEAs receive title and ownership of DEMIL “A” and “Q6” items as governmental entities. Title and ownership of DEMIL “A” and “Q6” property does not pass from DoD to any private individual or LEA official in their private capacity. Accordingly, such property should be maintained and ultimately disposed of in accordance with provisions in State/Territory and local laws that govern public property. Sales or gifting of DEMIL “A” and “Q6” property after one year from the ship date in a manner inconsistent with State/Territory or local law may constitute grounds to deny future participation in the LESO Program.
 - 5) An SF 97 form will be provided upon physical transfer for vehicles. Recipients are authorized to make upgrades to vehicles during the one (1) year conditional period. Full title to DEMIL “A” and “Q6” property, including vehicles, will vest in the recipient after one (1) year if all other requirements of this agreement have been met. After the one (1)

year period DEMIL “A” and “Q6” items may be transferred, cannibalized for usable parts, sold, donated or scrapped.

- J. LEAs are not authorized to transfer any property on their inventory without State and LESO notification and approval. Property will not physically move until the LESO approval process is complete.
- K. Certain controlled equipment will have a documented chain of custody (i.e. Equipment Custody Receipt [ECR] or equivalent), including a signature of the recipient. Controlled equipment requiring a chain of custody are: small arms, aircraft, high profile vehicles, optics, robots, and small arm’s parts/accessories. It is encouraged to utilize ECRs for all controlled equipment. Regarding ECRs during a LESO PCR see section VI, A, 4.
- L. Sale or transfer of DEMIL Codes “A” or “Q6” property after the one (1) year conditional holding and utilization period to non-LEA participants will be executed in compliance with U.S. Export Control Regulations.
 - 1) Excess personal property may be export-controlled, regardless of the assigned DEMIL Code and regardless of the Department or Agency that donates the property.
 - 2) DEMIL Codes are not a substitute for export controls. They do not provide information on the export control requirements for an item.
 - 3) The Transferee is responsible for complying with U.S. Export Control Laws and Regulations, including the Export Administration Regulations (EAR) (15 CFR Parts 730-774) and the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130).
 - a) This responsibility exists independent of, and is not established or limited by, the information provided in this statement of compliance.
 - b) The responsibility includes, but is not limited to, determining the subsequent transferee’s eligibility to receive such items in accordance with U.S. Export Control Laws and Regulations.
 - c) Information on the EAR and ITAR are at: <https://www.bis.doc.gov/index.php> and <https://www.pmddtc.state.gov/index.html>.
 - d) Tips:
 - i. If Transferee has doubts about which regulation governs control of the item, they may submit a commodity jurisdiction request to the Department of State, Directorate of Defense Trade Controls to determine whether it is subject to the ITAR or EAR. Information on commodity jurisdiction requests can be found at: http://www.pmddtc.state.gov/commodity_jurisdiction/index.html.
 - ii. If Transferee is sure the item is subject to the EAR, but needs help determining the correct Export Control Classification Number (ECCN), they may submit a commodity classification request to the Department of Commerce, Bureau of

Industry and Security (BIS). Information on classification requests can be found at: <https://www.bis.doc.gov/index.php/licensing/commerce-control-list-classification/classification-request-guidelines>

- iii. For items subject to the EAR: Transferee is cautioned that prior to sale or transfer of items they should be familiar with their customer and intended end use of the items. Transferees must check prospective Transferees/buyers to ensure they are not on the Department of Commerce List of Parties of Concern (<https://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern>) and the transfer/sale complies with the EAR, including 15 CFR Part 736. BIS Export Compliance Guidelines are at: <https://www.bis.doc.gov/index.php/forms-documents/pdfs/1641-ecp/file>
- 4) The Transferee must notify all subsequent purchasers or Transferees in writing, of their responsibility to comply with U.S. Export Control Laws and Regulations.
- 5) *Definition.* "Export-controlled items," as used in this statement of compliance, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes:
 - a) "Items," defined in the EAR 15 CFR 772.1. as "commodities", "software", and "technology."
 - b) "Defense Articles, Defense Services, and related Technical Data defined in the ITAR, 22 CFR Part 120.

IV. ENROLLMENT

- A. An LEA will have at least one full-time law enforcement officer in order to enroll and/or receive property via the LESO Program. Only full-time and part-time law enforcement officers are authorized to receive property. Non-compensated reserve officers are not authorized to receive property. State law enforcement training facilities/academies may be authorized to participate in the program given the primary function is the training of bona fide State/Territory and Local law enforcement officers. Law Enforcement training facilities/academies will be reviewed and approved for participation on a case-by-case basis via concurrence of DLA Disposition Services, DLA General Counsel, and DLA J349.
- B. **Unauthorized Participants.** Nongovernmental law enforcement entities such as private railroad police, private security, private academies, correctional departments and prisons, or security police at private schools or colleges. Fire departments, by definition, are ineligible for the Law Enforcement Support Program.
- C. The State shall:
 - 1) Establish and implement the LESO Program eligibility criteria in accordance with 10 USC § 2576a, DLA Instructions and Manuals regarding the LESO Program, and this MOA.

- 2) Receive and process applications for participation from eligible LEAs within their state.
- 3) Collect originating agency identifier code for all new, reactivation (whether voluntary separation or termination), and otherwise suspicious applications. Originating agency identifier will be coordinated with DLA Office of the Inspector General (OIG) for validation against the Federal Bureau of Investigation's National Crime Information Center database.
- 4) Ensure only authorized LEA applications for participation are submitted to the Program for approval. Applications are required by the LESO Standard Operating Procedures (SOP) to be submitted within thirty (30) days of both the CLEO's and the State's/Territory's approved signature and date.
- 5) Validate the authenticity of the LEAs within their State/Territory that are applying for participation. If the State/Territory forwards an unauthorized participant application, this may result in a formal suspension of the State/Territory.
- 6) Determine the qualifications of a full-time law enforcement officer.
- 7) Have sole discretion to disapprove LEA applications on behalf of the Governor of their State/Territory. The LESO should be notified of any applications disapproved at the State/Territory level. The State/Territory will only forward and recommend/certify LEAs to the LESO that are government agencies whose primary function is the enforcement of applicable Federal, State/Territory, and local laws and whose compensated officers have the powers of arrest and apprehension. The LESO retains final approval/disapproval authority for all LEA applications forwarded by the States/Territories.
- 8) Ensure LEAs enrolled in the Program update the LEA's account information annually, or as needed. This may require the LEA to submit an updated application. Updated applications are required to be submitted for, but are not limited to, the following reasons: a change in CLEO, the addition or removal of a screener, and/or a change in the LEA's address or contact information.
- 9) Provide a comprehensive overview of the Program to all LEAs once they are approved for enrollment. This comprehensive overview will be done within thirty (30) days of an LEA receiving the LESO's approval to participate.
- 10) Ensure that screeners of property are employees of the LEA. A screener may only screen property for two Law Enforcement Agencies. Contractors may not conduct screening on behalf of the LEA.
- 11) Ensure at least one person per LEA maintains access to the Federal Excess Property Management Information System (FEPMIS), or current property accounting system. Account holders will be employees of the LEA.

V. ANNUAL INVENTORY REQUIREMENTS

- A. Per the DLA Instructions and Manuals regarding the LESO Program and this MOA, each State/Territory is required to conduct an annual physical inventory certification of all property on the

inventory. Annual inventories start on October 1 of each year and end January 31 of each year.

- 1) DEMIL "A" and "Q6" property records will not be closed during the annual inventory.

B. The State shall:

- 1) Receive and validate incoming certified inventories and reconcile inventories from the LEAs.
- 2) Ensure LEAs validate and provide serial numbers and photos identified during the annual inventory process for inclusion in the LESO property accounting system for all aircraft, armored vehicles, small arms and other unique items, as required.
- 3) Suspend a LEA as a result of the LEA's failure to properly submit certified inventories, according to the aforementioned requirements.

C. The LEA shall:

- 1) Complete and certify the annual physical inventory as required for continued participation in the program.
- 2) Adhere to additional annual certification requirements as identified by the LESO. All inventories and certification statements will be maintained on file indefinitely.
 - a) The State and LESO requires each LEA to submit certified inventories for their agency by January 31 of each year. The Fiscal Year (FY) is defined as October 1 through September 30 of each year. This gives the LEA four (4) months to physically inventory DLA LESO Program property in their possession and submit their certified inventories to their State Coordinator.
 - b) In addition to the certified inventories, the LESO requires photographs for all High- Profile property identified as aircraft, armored vehicles, small arms, and other unique items as required, received through the Program.
 - i. The LESO requires a side and data plate photo for aircraft and vehicles that are serial number controlled, received through the Program.
 - ii. The LESO requires serial number photos for each small arm received through the Program.
 - c) LEAs that fail to submit the certified annual inventory by January 31 may be suspended from operations within the Program. When a LEA is suspended, a Corrective Action Plan (CAP) will need to be submitted to the State and LESO identifying all actions taken to correct the deficiencies. Further failure to submit the certified annual inventory may result in a LEA's termination.
- 3) Be aware that High-Profile commodities (aircraft, armored vehicles and small arms) and other property may be subject to additional controls.

- 4) Ensure that an approved current SPO is uploaded in FEPMIS.

VI. PROGRAM COMPLIANCE REVIEWS

A. The LESO conducts a PCR for each State/Territory that is enrolled in the LESO Program every two (2) years. The Program reserves the right to conduct no notice PCRs, or require an annual review, or similar inspection, on a more frequent basis for any State/Territory. LESO PCRs are performed in order to ensure that State Coordinators, SPOCs, and all LEAs within a State/Territory are compliant with the terms and conditions of the LESO Program as required by 10 USC § 2576a, DLA Instruction and Manuals regarding the LESO Program, and this MOA.

- 1) If a State/Territory and/or LEA fails a PCR, the LESO will immediately suspend their operations and will subsequently issue corrective actions (with suspense dates) to the State Coordinator, which will identify what is needed to rectify the identified deficiencies within his/her State/Territory.
- 2) If a State/Territory and/or LEA fails to correct identified deficiencies by the given suspense dates, the LESO will move to terminate the Program operations within the State/Territory and/or LEA.
- 3) States/Territories and/or LEAs which fail a program compliance review will be suspended for a minimum of sixty (60) days and will not be reinstated until DLA conducts a re-inspection on the State/Territory and the State/Territory and/or LEA successfully passes the inspection.
- 4) During a LESO PCR, it is the Program's intent to physically inventory 100% of property selected for review at each LEA. The use of ECRs in lieu of physical inspection is discouraged during PCRs.

B. The State/Territory shall:

- 1) Support the LESO PCR process by:
 - a) Coordinating and forwarding completed PCR daily events schedule to the selected LEAs to be reviewed.
 - b) Contacting LEAs selected for review via phone and email to ensure they are aware of the PCR schedule and prepared for review.
 - c) Receiving inventory selections from the LESO and forwarding them to the selected LEAs.
 - d) Ensuring the LEA Points of Contact (POCs) gather the selected items in a central location to ensure the LESO can efficiently inventory the items.
 - e) Providing additional assistance to the LESO as required, prior to, during, and upon completion of the PCR.

- 2) Conduct internal PCRs of LEAs participating in the Program in order to ensure accountability, program compliance, program eligibility and validate annual inventory submissions are accurate. The State/Territory will ensure an internal PCR of at least 5% of LEAs that have a property book from the LESO Program within his/her State/Territory is completed annually. Results of internal PCRs will be kept on-file at the State Coordinator's Office.

- a) The internal PCR will include, at minimum:

- i. A review of the SPO signed by both parties, ensuring that the SPO is uploaded into the Station Management Utility within FEPMIS.
- ii. A review of the LEA's application/screener letter.
- iii. A physical inventory of DLA LESO Program property selected for review at each LEA.
- iv. A specific review of each selected LEA's files for the following: DD Form 1348-1A for each item currently on inventory, small arms documentation, transfer documents, turn-in documents, inventory adjustment documents, exception to policy letters (if any), approved cannibalization requests (if any), or other pertinent documentation as required.
- v. Review and confirm authenticity and eligibility of the LEA.

- b) For uniformity purposes, the State/Territory shall utilize a PCR checklist provided by the LESO, or equivalent.

- c) In cases that require a repossession or turn-in of property, the State/Territory and/or LEA will bear all expenses related to the repossession and/or turn-in/transfer of DLA LESO Program property to the appropriate DLA Disposition Services site.

VII. REPORTING REQUIREMENTS FOR LOST, STOLEN, OR DESTROYED DLA LESO PROGRAM PROPERTY

A. All property Lost, Stolen or Destroyed (LSD), carried on a LEAs current inventory, must be reported to the LESO.

- 1) LSD controlled property must be reported to the LESO within twenty-four (24) hours. The LEA may be required to provide the following:

- a) A comprehensive police report
- b) A National Crime Information Center (NCIC) report/entry

- 2) The State/Territory will provide the contact information for the Civilian Governing Body over the LEA involved, to include: Title, Name, Email and mailing address.
- 3) LSD property with a DEMIL Code of "A" and "Q6" must be reported to the LESO within seven (7) days.
- 4) All LEAs participating in the program will agree to cooperate with investigations into LSD by the DLA OIG.
- 5) A DD 200 Form, Financial Liability Investigation for Property Loss (FLIPL) will be required to be submitted to the LESO for all unaccounted for property.

B. LESO may grant extensions to the reporting requirements listed above on a case-by-case basis.

VIII. AIRCRAFT AND SMALL ARMS

- A. All aircraft are considered controlled property, regardless of DEMIL Code. The SPO will ensure that all LEAs and all subsequent users are aware of, and agree to provide, all required controls and documentation in accordance with applicable laws and regulations for these items.
- B. LEAs no longer requiring small arms issued through the LESO Program will request authorization to transfer or turn-in small arms. Transfers and turn-ins will be forwarded and endorsed by the State/Territory, and approved by the LESO. Small arms will not physically move until the LESO provides official notification that the approval process is complete.

When returning small arms to Anniston Army Depot, LEAs are required to:

- 1) Provide the 1348-1A turn in document that has been approved through the LESO.
 - 2) Provide an appointment letter signed by the CLEO, or their designee, appointing the certifier and verifier to that position (found on the LESO website).
 - 3) Provide the inert certificate that has been signed by a qualified certifier and verifier.
 - 4) Insert a flag safety or chamber flag into the chamber for visual verification that the small arm is clear of ammunition.
 - 5) The aforementioned documentation will be placed in a packing slip affixed to the outside of the shipping container. A duplicate set of documents will be placed inside the shipping container.
- C. Small arms that are issued must have a documented chain of custody, with the chain of custody including a signature of the receiving officer indicating that he/she has received the appropriate small arm(s) with the correct, specified serial number(s). Small arms that are issued to an officer will be issued utilizing an Equipment Custody Receipt; this Custody Receipt obtains the signature of the officer/deputy responsible for the small arm.

- D. Modifications to small arms are authorized. All parts are to be retained and accounted for in a secured location under the original serial number for the small arm until final disposal. If the modified small arm is transferred to another LEA, all parts must accompany the small arm to the receiving LEA.
- E. **Weapon Accountability.** Law enforcement agencies that have multiple instances of a missing, lost, or stolen LESO Program small arm within a five (5) year window will be assessed by DLA Disposition Services to determine if a systemic problem exists.
- 1) First Instance of Loss/theft: Will result in a sixty (60) day minimum suspension.
 - 2) Second Instance of Loss/theft: Will result in a one hundred and eighty (180) day minimum suspension.
 - 3) Third Instance of Loss/theft: Will result in a two hundred and forty (240) day minimum suspension. DLA Disposition Services will submit a formal assessment presenting all the facts of the instances of loss, relevant data, and evidence as to whether a systemic problem exists to DLA J34 for review and coordination. DLA Disposition Services will recommend potential disciplinary actions which could include recalling the agency's loaned small arms or termination from the Program.
- F. Aircraft and small arms will not be obtained by any authorized participant for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and will be returned to the LESO at the end of their useful life.

IX. RECORDS MANAGEMENT

- A. The LESO, State Coordinator, and LEAs enrolled in the LESO Program must maintain all records in accordance with the DLA Records Schedule. Records for property acquired through the LESO Program have retention controls based on the DEMIL Codes. All documents concerning property record will be retained.
- 1) Property records for items with DEMIL Codes of "A" and "Q6" will be retained for two (2) calendar years from the date the property is removed from the LEA's property book before being destroyed.
 - 2) Property records for controlled property will be retained for five (5) calendar years from the date the property is removed from the LEA's property book before being destroyed.
 - 3) Environmental Property records will be retained for fifty (50) years, regardless of DEMIL Code (Chemicals, Batteries, Hazardous Material/Hazardous Waste).
 - 4) LESO Program files will be segregated from all other records.
 - 5) All property records will be filed, retained, and destroyed in accordance with DLA Records Schedule. These records include, but are not limited to, the following: DD Form 1348-1A for approved requests for transfers, turn-ins, requisitions, and any other pertinent documentation and/or records associated with the LESO Program (i.e. approved Bureau of

X. LESO PROGRAM ANNUAL TRAINING

- A. 10 USC § 280 provides that the Secretary of Defense, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel of each State/Territory (including law enforcement personnel of the political subdivisions of each State/Territory). The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the Department of Defense.
- B. The State shall organize and conduct training pertaining to information, equipment, technical support and training available to LEAs via the LESO Program.
- C. The State/Territory shall ensure at least one representative (i.e. the State Coordinator or SPOC) attend the annual training that LESO conducts.

XI. PROPERTY ALLOCATION

A. The State Shall:

- 1) Upon receipt of a valid LEA request for property through the DLA Disposition Services RTD Website, give a preference to those requisitions indicating that the transferred property will be used in the counter-drug/counter-terrorism or border security activities of the recipient agency. Additionally, to the greatest extent possible, the State will ensure fair and equitable distribution of property based on current LEA inventory and LEA justifications for property.
- 2) The State and the LESO reserves the right to determine and/or adjust allocation limits. Generally, no more than one of any item per officer will be allocated. Quantity exceptions may be granted on a case-by-case basis by the LESO based on the justification provided by the LEA. Currently, the following allocation limits apply:
 - a) Small Arms: one (1) of each type for every qualified officer, full-time/part-time;
 - b) HMMWVs/Up-Armored HMMWVs: one (1) vehicle for every three (3) officers;
 - c) MRAPs/Armored Vehicles: two (2) vehicles per LEA;
 - d) Robots: one (1) of each type for every twenty five (25) officers
- 3) Additional justification may be required for small arms and armored vehicles. The LESO reserves final authority on determining the approval and/or disapproval for requests of specific types and quantities of excess DoD property.
- 4) Access the DLA Disposition Services RTD Website at a minimum of once daily (Monday - Friday) to review/process LEAs' requests for excess DoD property.

B. The LEA shall:

- 1) Ensure an appropriate justification is submitted when requesting excess DoD property via the DLA Disposition Services RTD Website.
- 2) Access the LESO website for timely and accurate guidance, information, and links concerning the LESO Program and ensure that all relevant information is reviewed.
- 3) When requesting property for counter-drug/counter-terrorism or border security activities, provide a justification that specifies that the property will be used for such activities.
- 4) Maintain access to FEPMIS to ensure the LEA is properly maintaining their property books, to include, but not limited to, transfers, turn-ins, and disposal requests.
 - a) FEPMIS account holders must be employees of the LEA.

XII. PROGRAM SUSPENSION & TERMINATION

A. The State/Territory/LEA is required to abide by the terms and conditions of the DLA MOA and SPO in order to maintain active status.

B. If a State Coordinator or LEA fails to comply with any terms of the DLA MOA, Federal statute or regulation, SPO, or a State MOA, the State and/or LEA may be placed on restricted status, suspended, and/or terminated from the Program. All suspension or termination notifications will be in writing and will identify remedial measures required for reinstatement, if applicable.

- 1) **Suspension:** A specified period of time in which an entire State/Territory or identified LEA(s) is prohibited from requesting and receiving additional property through the Program. Additional requirements for remedial action may also be placed on suspended activities, to include return of all or specifically identified controlled property. Suspensions will be for a minimum of sixty (60) days.
- 2) **Termination:** Removal of a LEA or State from participating in the Program. The State Coordinator and/or identified LEAs will transfer or turn-in all controlled property previously received through the Law Enforcement Support Program at the expense of the State and/or the LEAs.
- 3) **Restricted Status:** A specified period of time in which a State/Territory or LEA is restricted from receiving an item or commodity due to isolated issues with the identified commodity. Restricted status may also include restricting an agency from all controlled property. Restricted status is commonly used for agencies that have active consent decrees from the Department of Justice.

C. The State shall:

- 1) Suspend LEAs for a minimum of sixty (60) days in all situations relating to the suspected or actual abuse of DLA LESO Program property or requirements and/or repeated failure to meet the terms and conditions of this DLA MOA. Suspension may lead to termination.

- 2) Coordinate with the LESO, who will have final discretion on reinstatement requests. Reinstatement to full participation from a suspension and/or termination is not automatic.
- 3) Issue corrective action guidance in coordination with LESO and the LEA with suspense dates to rectify issues and/or discrepancies that caused suspension and/or termination.
- 4) Require the LEA to submit results regarding all completed police investigations and/or reports regarding LSD DLA LESO Program property to include the LEA's CAP.
- 5) Suspend or terminate a LEA from the LESO Program if a LEA fails to comply with any terms of the DLA MOA, the DLA Instruction and Manuals regarding the LESO Program, any Federal statute or regulation, or this State Plan of Operation.
- 6) In the event of a LEA termination, make every attempt to transfer the DLA LESO Program property of the terminated LEA to an authorized State/Territory or LEA, as applicable, prior to requesting a turn-in of the property to the appropriate DLA Disposition Services location.
 - a) In cases relating to an LEA termination, the LEA will have ninety (90) days to complete the transfer or turn-in of all DLA LESO Program property in their possession.
- 7) Notify the LESO and initiate an investigation into any questionable activity or action involving DLA LESO Program property issued to an LEA that comes to the attention of the State/Territory, and is otherwise within the authority of the Governor/State/Territory to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on suspension or termination of the LEA to the LESO. States/Territories, acting on behalf of their Governor, may revoke or terminate their concurrence for LEA participation in the LESO Program at any time and for any reason.
- 8) Request that the LESO suspend or terminate a LEA from the LESO Program if a LEA fails to comply with any term of this MOA, the DLA Instructions and Manuals regarding the LESO Program, any Federal statute or regulation, or the SPO.
- 9) Implement State level LEA suspensions and notify the LESO if a LEA fails to comply with any term of this MOA, the DLA Instructions and Manuals regarding the LESO Program, any Federal statute or regulation, or the SPO.
- 10) Initiate corrective action to rectify suspensions and/or terminations placed upon the State for failure to meet the terms and conditions of the LESO Program.
- 11) Make contact (until resolved) with suspended LEA(s) within his/her State to ensure corrective actions are rectified by the timeframe provided by the LESO.

- 12) Require the LEAs to complete and submit results regarding all completed police investigations and/or reports regarding LSD DLA LESO Program property. The State/Territory must submit all documentation to the LESO upon receipt.
- 13) Provide documentation to the LESO when actionable items are rectified for the State and/or LEA(s).
- 14) Provide a written request to the LESO for reinstatement of an LEA via the State Coordinator or SPOC(s) for full participation status at the conclusion of a suspension period.
- 15) Provide a written request to the LESO for reinstatement of the State via the Governor for full participation status at the conclusion of a suspension period.

D. The LEA shall:

- 1) In the event of the LEA termination, make every attempt to transfer the DLA LESO Program property to an authorized participating LEA, as applicable, prior to requesting a turn-in of the property to the approved DLA Disposition Services location.
 - a) In cases of a State termination, the State will have one hundred and twenty (120) days to complete the transfer or turn-in of all DLA LESO Program property in their State.
 - b) In cases relating to an LEA termination, the LEA will have ninety (90) days to complete the transfer or turn-in of all DLA LESO Program property in their possession.

XIII. AMMUNITION

A. DLA in support of the United States Army will aid in allocating ammunition to LEAs.

- 1) U.S. Army will issue approved transfers directly to the LEA. LEAs are responsible for funding all costs associated with the packing and shipping of ammunition and will make reimbursements directly to the U.S. Army.
- 2) All ammunition obtained via the Law Enforcement Support Program will be for training purposes only. At the time of request, LEAs will certify in writing that the ammunition will be used for training purposes only. Ammunition will not be obtained for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. Ammunition obtained through the Program shall not be sold.
- 3) Ammunition will be treated as a consumable item and not tracked in any DLA inventory system or inspected during compliance reviews.
- 4) DLA Disposition Services will track and preserve necessary records of ammunition transferred to a LEA and will post all agency requests, approvals, and denials on the public web-page.

XIV. COSTS & FEES

All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property obtained through the LESO Program are the sole responsibility of the State and/or LEA.

XV. NOTICES

Any notices, communications, or correspondence related to this agreement shall be provided by E-mail, the United States Postal Service, express service, or facsimile to the appropriate DLA office. The LESO may, from time to time, make unilateral modifications or amendments to the provisions of this MOA. Notice of these changes will be provided to State Coordinators in writing. Unless State Coordinators take immediate action to terminate this MOA in accordance with Section XIX, such modifications or amendments will become binding. In such cases, reasonable opportunity will, insofar as practicable, be afforded the State Coordinator to conform changes affecting their operations.

XVI. ANTI-DISCRIMINATION

- A. By signing this MOA, or accepting excess DOD personal property under this MOA, the State pledges that it and each LEA agrees to comply with applicable provisions of the following national policies prohibiting discrimination:
- 1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) as implemented by DOD regulations 32 CR Part 195.
 - 2) On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90.
 - 3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 USC 794), as implemented by Department of Justice regulations in 28 CFR Part 41 and DOD regulations at 32 CFR Part 56.
- B. These elements are considered the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the DOD.

XVII. INDEMNIFICATION CLAUSE

- A. The State/LEA is required to maintain adequate liability insurance to cover damages or injuries to persons or property relating to the use of property issued under the LESO Program. Self-insurance by the State/LEA is considered acceptable. The U.S. Government assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the LESO Program. It is recognized that State and local law generally limit or preclude State Coordinators/LEAs from agreeing to open ended indemnity provisions. However, to the extent permitted by State and local laws, the State/LEA shall indemnify and hold the U.S. Government harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or

damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including states, local and interstate bodies, in any manner caused by or contributed to by the State/LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the State/LEA, its agents, servants, or employees after the property has been removed from U.S. Government control.

- B. LEAs are not required to maintain insurance on controlled property, aircraft or other items with special handling requirements that remain titled to DoD. However, LEAs must be advised that if they elect to carry insurance and the insured property is on the LESO inventory at the time of loss or damage, the recipient must submit a check made payable to DLA for any insurance proceeds received in excess of their actual costs of acquiring and rehabilitating the property prior to its loss, damage, or destruction.

XVIII. TERMINATION

- A. This SPO may be terminated by either party, provided the other party receives thirty (30) days' notice, in writing, or as otherwise stipulated by Public Law.
- B. The undersigned State Coordinator and CLEO hereby agrees to comply with all provisions set forth herein and acknowledges that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

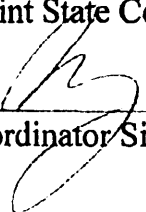
XIX. IN WITNESS THEREOF, the parties hereto have executed this agreement as of the last date written below.

Type / Print Chief Law Enforcement Official Name

Chief Law Enforcement Official Signature Date (MM/DD/YYYY)

Missy Elmore

Type / Print State Coordinator Name



State Coordinator Signature January 23, 2019
Date (MM/DD/YYYY)



City of Hattiesburg, MS

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

Master

File Number: 2019-095

File ID: 2019-095

Type: Regular Agenda Item

Status: Policy Agenda

Version: 1

Reference:

In Control: City Council

Requester: Ann Jones

File Created: 01/29/2019

Brief Title: Lease agreement for 101 Main Street

Final Action: 02/05/2019

Minute Book Number: MB 2019-27

Title:

Authorize Mayor to execute lease agreement between City of Hattiesburg and Robert Rogge for lease of property located at 101 Main Street.

Notes:

Agenda Date: 02/05/2019

Indexes:

Agenda Number: V.-6

Sponsors:

Enactment Date:

Attachments: 2019-095 Lease Agreement, Executed Lease Agreement - 101 Main Street

Enactment Number:

Contact:

Meeting Date: 02/05/2019

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	02/05/2019	Authorize				Pass
Action Text: A MOTION was made by Council Member George and seconded by Council Member Brown to Authorize Mayor to execute lease agreement between City of Hattiesburg and Robert Rogge for lease of property located at 101 Main Street.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2019-095

Title

Authorize Mayor to execute lease agreement between City of Hattiesburg and Robert Rogge for lease of property located at 101 Main Street.

Summary

Lease agreement

Budget Information

Expenditure Type

Purchasing Item

Publication Information

STATE OF MISSISSIPPI

COUNTY OF FORREST

LEASE AGREEMENT

This Agreement made and entered into this the 1ST day of March, A. D., 2019, between Robert Rogge, hereinafter referred for convenience as "Lessor" and City of Hattiesburg, hereinafter referred to for convenience as "Lessee":

WITNESSETH:

1. Lessor has agreed and does hereby lease, demise and let unto Lessee that portion of a certain property located at 101 Main Street, in the City of Hattiesburg, County, Mississippi, and being identified as PPIN # 18565, 18566, and 18567 hereinafter referred to as the "Demised Property". It is understood and agreed by and between the parties hereto that the leased property shall be used for the sole purpose of public use.

2. The term of this Lease shall be for twelve (12) months commencing on the 1st day of March 2019 and ending on the 28th day of February 2020. In the event that the Lessor should sell the property during the term of this lease, Lessee agrees that lease would terminate.

3. Lessee agrees and obligates itself to pay for said Lease of the subject property rental at the rate of \$1.00 per year during the term of this Lease.

4. It is understood and agreed between the parties hereto that the Lessee shall not have the right to assign, transfer, pledge, sublease or sublet the property.

5. Lessor shall have the responsibility for payment of ad valorem taxes.

6. Lessee agrees to keep the property and all things connected therewith in a clean and healthy condition, ordinary wear and tear excepted, during the term of this Lease.

7. Lessee shall comply with all laws, regulations, ordinances and requirements of any federal, state, municipal and other authorities having jurisdiction over the manner in which Lessee's business is conducted, and shall conduct his business on the leased property in a quiet, dignified and professional manner.

WITNESS THE SIGNATURES of the Lessor and Lessee on this the ____ day of _____, 20____.

LESSOR:

By: ROBERT ROGGE

By: Robert Rogge

LESSEE:

By: _____

By: _____

STATE OF MISSISSIPPI

COUNTY OF FORREST

LEASE AGREEMENT

This Agreement made and entered into this the 1ST day of March, A. D., 2019, between Robert Rogge, hereinafter referred for convenience as "Lessor" and City of Hattiesburg, hereinafter referred to for convenience as "Lessee":

WITNESSETH:

1. Lessor has agreed and does hereby lease, demise and let unto Lessee that portion of a certain property located at 101 Main Street, in the City of Hattiesburg, County, Mississippi, and being identified as PPIN # 18565, 18566, and 18567 hereinafter referred to as the "Demised Property". It is understood and agreed by and between the parties hereto that the leased property shall be used for the sole purpose of public use.

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3. Lessee agrees and obligates itself to pay for said Lease of the subject property rental at the rate of \$1.00 per year during the term of this Lease.

4. It is understood and agreed between the parties hereto that the Lessee shall not have the right to assign, transfer, pledge, sublease or sublet the property.

5. Lessor shall have the responsibility for payment of ad valorem taxes.

6. Lessee agrees to keep the property and all things connected therewith in a clean and healthy condition, ordinary wear and tear excepted, during the term of this Lease.

7. Lessee shall comply with all laws, regulations, ordinances and requirements of any federal, state, municipal and other authorities having jurisdiction over the manner in which Lessee's business is conducted, and shall conduct his business on the leased property in a quiet, dignified and professional manner.

WITNESS THE SIGNATURES of the Lessor and Lessee on this the 5th day of
February, 2019.

LESSOR:

By: ROBERT ROGGE

By: Robert Rogge

LESSEE:

By: [Signature]

By: Toby Barker



City of Hattiesburg, MS

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

Master

File Number: 2019-083

File ID: 2019-083

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 01/28/2019

Brief Title: Authorizing Butler Snow, LLP to serve as Dissemination Agent for the annual continuing disclosure requirements for the City of Hattiesburg.

Final Action: 02/05/2019

Minute Book Number: MB 2019-27

Title:

Authorize Mayor to execute agreement with Butler Snow LLP to serve as Dissemination Agent for annual continuing disclosure requirements for fiscal year 2018 per Securities and Exchange Commission (SEC) rules.

Notes:

Agenda Date:

Indexes:

Agenda Number: V.-7

Sponsors:

Enactment Date:

Attachments: 2018-Continuing Disclosure Agreement, Executed Agreement with Butler Snow - continuing disclosure requirements

Enactment Number:

Contact:

Meeting Date: 02/05/2019

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/05/2019	Authorize				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member George to Authorize Mayor to execute agreement with Butler Snow LLP to serve as Dissemination Agent for annual continuing disclosure requirements for fiscal year 2018 per Securities and Exchange Commission (SEC) rules.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							

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

Text of Legislative File 2019-083

Title

Authorize Mayor to execute agreement with Butler Snow LLP to serve as Dissemination Agent for annual continuing disclosure requirements for fiscal year 2018 per Securities and Exchange Commission (SEC) rules.

Summary

Authorizing Butler Snow, LLP to serve as Dissemination Agent for the annual continuing disclosure requirements for the City of Hattiesburg.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

BUTLER | SNOW

January 28, 2019

VIA E-MAIL AT KEATON@HATTIESBURGMS.COM

City of Hattiesburg, Mississippi
Attn: Kermas Eaton, City Clerk
P.O. Box 1898
Hattiesburg, MS 39403-1898

Re: City of Hattiesburg, Mississippi Fiscal Year 2018 Continuing Disclosure

Dear Mr. Eaton:

We are pleased to confirm our engagement as dissemination agent (the "Dissemination Agent") to The City of Hattiesburg, Mississippi (the "City") in connection with its annual continuing disclosure undertaking. We appreciate your confidence in us and will do our best to continue to merit it. This letter sets forth the role we propose to serve and the responsibilities we propose to assume as Dissemination Agent in connection with the Annual Filing for fiscal year ended September 30, 2018.

We understand that pursuant to Securities and Exchange Commission Rule 15c2-12, as amended from time to time (the "Rule"), the City is required to provide on an annual basis certain financial information and operating data to the Municipal Securities Rulemaking Board (the "MSRB") through the MSRB's Electronic Municipal Market Access system at www.emma.msrb.org ("EMMA"), in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to the Rule.

We also understand that pursuant to the City's Policies and Procedures for Continuing Disclosure/SEC Rule 15c2-12 Compliance (the "Policy"), a staff designee of the City is required to appoint or engage a dissemination agent to assist in carrying out its obligations under the Policy and the Rule, and the City is hereby appointing us to serve as Dissemination Agent in connection with the Annual Filing for fiscal year 2018 to be filed on or before March 28, 2019.

SCOPE OF ENGAGEMENT

As Dissemination Agent we will examine the City's continuing disclosure responsibility, consult with parties to the City; compile the Annual Filing (with the assistance of the City) and file an Annual Filing for and on behalf of the City. We will rely upon information provided to us without undertaking to verify the same by independent investigation. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Annual Filing. We understand that you will direct members of your staff and other employees of the City to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We further assume that all other parties understand that in this transaction we represent only the City, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as Dissemination Agent are limited to those contracted for in this letter, and the City's execution of this engagement letter will constitute an acknowledgment of those limitations.

Our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon the filing of the Annual Filing.

PROSPECTIVE CONSENT

As you are aware, Butler Snow represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions, litigation, or other matters with the City. We do not believe that such representation, if it occurs, will adversely affect our ability to represent you as provided in this engagement letter, either because such matters will be sufficiently different from the filing of the Annual Filing so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance filing of the Annual Filing. The City's local counsel is hereby authorized to discuss and/or review with Butler Snow any such matters described in this paragraph (including any form of potential conflict waiver, if applicable). Execution of this engagement letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

FEE STRUCTURE

Based upon: (i) our current understanding of the terms, structure, size and schedule of the Annual Filing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the Annual Filing, and (iv) the responsibilities we assume, our fee for this engagement will be \$3,000.00. Such fee may vary: (i) if material changes in the structure of the financing occur or (ii) if unusual or unforeseen circumstances arise which require a significant increase in our time or our responsibilities. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will consult with you.

In addition, this letter authorizes us to incur expenses and make disbursements on behalf of the City, which we will include in our invoice. Disbursement expenses will include such items as travel costs, photocopying, deliveries and other out-of-pocket costs.

PUBLICITY CONCERNING THIS MATTER

Often projects and matters such as this are of interest to the public. Also, many clients desire favorable publicity. Therefore, you agree that we may respond to inquiries from the news media and we may initiate and publish information to the public on this matter (including but not

limited to our firm website) unless you instruct us not to do so. In any event, we will not divulge any non-public information regarding this matter.

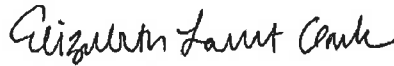
RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retain by us after the termination of this engagement.

If the foregoing terms are acceptable to you, please so indicate by (1) returning the enclosed copy of this engagement letter dated and signed by an authorized officer; and (2) returning the material event notice certification dated and signed by an authorized officer, attached hereto as **Exhibit A**. Please retain a copy of the original engagement letter and material event notice certification for your files.

We look forward to working with you again on your Annual Filing.

BUTLER SNOW LLP



By: _____
Elizabeth Lambert Clark

Accepted and Approved:

THE CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Mayor

Dated: _____

cc: Connie Everett, Chief Financial Officer, City of Hattiesburg, Mississippi (ceverett@hattiesburgms.com)
Randy Pope, Esq., City Attorney (randypope@popelaw.com)

EXHIBIT A

Event Notice

The City certifies that none of the event notices have occurred with respect to the Bonds:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves, if any, reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of Bondholders, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property, if any, securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the Issuer;
- (13) The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and/or
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

THE CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Mayor

Dated: _____

BUTLER | SNOW

January 28, 2019

VIA E-MAIL AT KEATON@HATTIESBURGMS.COM

City of Hattiesburg, Mississippi
Attn: Kermas Eaton, City Clerk
P.O. Box 1898
Hattiesburg, MS 39403-1898

Re: City of Hattiesburg, Mississippi Fiscal Year 2018 Continuing Disclosure

Dear Mr. Eaton:

We are pleased to confirm our engagement as dissemination agent (the "Dissemination Agent") to The City of Hattiesburg, Mississippi (the "City") in connection with its annual continuing disclosure undertaking. We appreciate your confidence in us and will do our best to continue to merit it. This letter sets forth the role we propose to serve and the responsibilities we propose to assume as Dissemination Agent in connection with the Annual Filing for fiscal year ended September 30, 2018.

We understand that pursuant to Securities and Exchange Commission Rule 15c2-12, as amended from time to time (the "Rule"), the City is required to provide on an annual basis certain financial information and operating data to the Municipal Securities Rulemaking Board (the "MSRB") through the MSRB's Electronic Municipal Market Access system at www.emma.msrb.org ("EMMA"), in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to the Rule.

We also understand that pursuant to the City's Policies and Procedures for Continuing Disclosure/SEC Rule 15c2-12 Compliance (the "Policy"), a staff designee of the City is required to appoint or engage a dissemination agent to assist in carrying out its obligations under the Policy and the Rule, and the City is hereby appointing us to serve as Dissemination Agent in connection with the Annual Filing for fiscal year 2018 to be filed on or before March 28, 2019.

SCOPE OF ENGAGEMENT

As Dissemination Agent we will examine the City's continuing disclosure responsibility, consult with parties to the City; compile the Annual Filing (with the assistance of the City) and file an Annual Filing for and on behalf of the City. We will rely upon information provided to us without undertaking to verify the same by independent investigation. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Annual Filing. We understand that you will direct members of your staff and other employees of the City to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We further assume that all other parties understand that in this transaction we represent only the City, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as Dissemination Agent are limited to those contracted for in this letter, and the City's execution of this engagement letter will constitute an acknowledgment of those limitations.

Our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon the filing of the Annual Filing.

PROSPECTIVE CONSENT

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BUTLER SNOW LLP



By: _____
Elizabeth Lambert Clark

Accepted and Approved:

THE CITY OF HATTIESBURG, MISSISSIPPI

BY:  _____
Mayor

Dated: 2-5-19

cc: Connie Everett, Chief Financial Officer, City of Hattiesburg, Mississippi (ceverett@hattiesburgms.com)
Randy Pope, Esq., City Attorney (randypope@popelaw.com)

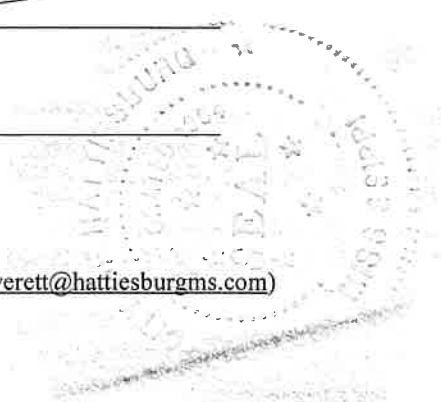


EXHIBIT A

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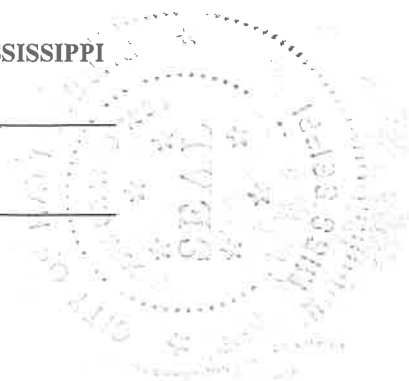
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THE CITY OF HATTIESBURG, MISSISSIPPI

BY: 

Mayor

Dated: 2-5-19





City of Hattiesburg, MS

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

Master

File Number: 2019-094

File ID: 2019-094

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 01/29/2019

Brief Title: Semi-Annual preventive maintenance agreement for equipment used by the Hattiesburg Fire Department.

Final Action: 02/05/2019

Minute Book Number: MB 2019-27-28

Title:

Authorize Mayor to execute preventive maintenance agreement between the City of Hattiesburg and Central Alabama Training Solutions for semi-annual preventive maintenance for compressor service, air testing, and containment fill station on equipment used by the Hattiesburg Fire Department.

Notes:

Agenda Date:

Indexes:

Agenda Number: V.-8

Sponsors:

Enactment Date:

Attachments: CATS Agreement, Executed Agreement with Central Alabama Training Solutions - semi annual preventive maintenance HFD

Enactment Number:

Contact:

Meeting Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/05/2019	Authorize				Pass
Action Text: A MOTION was made by Council Member Brown and seconded by Council Member George to Authorize Mayor to execute preventive maintenance agreement between the City of Hattiesburg and Central Alabama Training Solutions for semi-annual preventive maintenance for compressor service,air testing, and containment fill station on equipment used by the Hattiesburg Fire Department.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							

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

Text of Legislative File 2019-094

Title

Authorize Mayor to execute preventive maintenance agreement between the City of Hattiesburg and Central Alabama Training Solutions for semi-annual preventive maintenance for compressor service, air testing, and containment fill station on equipment used by the Hattiesburg Fire Department.

Summary

Semi-Annual preventive maintenance agreement for equipment used by the Hattiesburg Fire Department.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



November 1, 2018
Hattiesburg Fire Dept.
Hattiesburg, MS

To Whom it May Concern,

First of all, let me say thank you for taking time to read this memo.

Per your request, please see the following budgetary information for compressor service, air testing, and containment fill station.

SEMI-Annual Breathing Air Compressor Service Program: Scott at Station 1 and Scott at Training Center: \$2500.00/Year: Parts & Labor. Please see below for service details.

Semi-Annual Service:

At the time of the annual preventative maintenance, CATS personnel will perform the following services:

- (1) Lubricant Change
- (2) Purification Cartridge Replacement
- (3) Adjustment Of Drive Belt If Necessary
- (4) Inspection Of Interstage Pressure Gauges & Safety Valves
- (5) Inspection Of Hoses, Air Lines, & Storage Vessels For Hydro-Static Test Dates
- (6) Inspection Of Auto-Drain & Adjustment Of Final Shutdown If Necessary

In addition to the above outlined semi-annual services CATS personnel will also perform the following services on an annual basis:

- (7) Replacement of Final Separator & Purifier O-Ring & Back Up Rings
- (8) Replacement of Final Separator Sintered Element If Necessary
- (9) Air Intake Filter Replacement

Net Price \$ 2500.00/per year

Quarterly NFPA 1500 Grade E Breathing Air Analysis Program: \$ 400.00/Year/Unit: 2 Units, \$800

Total \$3300.00 per year

Mayor Toby Barker
City of Hattiesburg



November 1, 2018
Hattiesburg Fire Dept.
Hattiesburg, MS

To Whom it May Concern,

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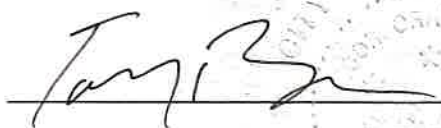
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Net Price \$ 2500.00/per year

Quarterly NFPA 1500 Grade E Breathing Air Analysis Program: \$ 400.00/Year/Unit: 2 Units, \$800

Total \$3300.00 per year



Mayor Toby Barker
City of Hattiesburg



City of Hattiesburg, MS

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

Master

File Number: 2019-076

File ID: 2019-076

Type: Regular Agenda Item

Status: Policy Agenda

Version: 1

Reference:

In Control: City Council

Requester: Ronnie Perkins

File Created: 01/24/2019

Brief Title: MSDH Mosquito Control Support Grant Amendment

Final Action: 02/05/2019

Minute Book Number: MB 2019-28

Title: Authorize Mayor to execute in duplicate an amendment for the Mosquito Control Support Grant (award # NU50CK000414-03-04) with the Mississippi State Department of Health, extending the performance period end date until 7/31/2019 and amending the project budget from \$49,688.00 to \$45,936.00.

Notes: Please return by 2/19/2019.

Agenda Date: 02/05/2019

Indexes:

Agenda Number: V.-9

Sponsors:

Enactment Date:

Attachments: Revised Mosquito Control Support Grant, MSDH Grant Agreement NU50CK000414-03-04, Executed MSDH Mosquito Grant NU50CK000414-03-04

Enactment Number:

Contact:

Meeting Date: 02/05/2019

Drafter: Jennifer Shows

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/05/2019	Authorize				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member George to Authorize Mayor to execute in duplicate an amendment for the Mosquito Control Support Grant (award # NU50CK000414-03-04) with the Mississippi State Department of Health, extending the performance period end date until 7/31/2019 and amending the project budget from \$49,688.00 to \$45,936.00.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							

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

Text of Legislative File 2019-076

Title

Authorize Mayor to execute in duplicate an amendment for the Mosquito Control Support Grant (award # NU50CK000414-03-04) with the Mississippi State Department of Health, extending the performance period end date until 7/31/2019 and amending the project budget from \$49,688.00 to \$45,936.00.

Summary

MSDH Mosquito Control Support Grant Amendment

Budget Information

Expenditure Type

Purchasing Item

A. Applicant Information

Please complete the fields below; place an 'X' in check boxes.

1. Jurisdiction Type	☒ City/Town	☐ County	☐ Other	
2. Jurisdiction Name	City of Hattiesburg			
3. County	Forrest/Lamar			
4. Applicant Name	Jennifer Shows			
5. Applicant Title	Grant Coordinator			
6. Applicant Email	jshows@hattiesburgms.com			
7. Applicant Phone	601-545-4544			

8. Please enter a brief overview of jurisdiction's current mosquito control efforts. If no current efforts are being undertaken, please say "No current mosquito control efforts."

The City of Hattiesburg's Mosquito Control Program is responsible for administering and implementing mosquito control activities within the city limits. The Mosquito Control Program operates out of the Public Works Department, Health Division. The City of Hattiesburg utilizes the concept of Integrated Pest Management for mosquito control. The Mosquito Control Program operates with 6 employees who are full-time in other capacities with the Public Works Department. In addition to mosquito control, the Health Division of the Public Works Department cuts grass, cleans ditches, performs demolition, sprays herbicides, picks up leaves, moves standing water, and picks up litter. While working in the Mosquito Control Program, these 6 employees work overtime. Each employee works overtime either in the morning or at night conducting mosquito control activities. All 6 employees combined work a total of 30 hours overtime each week on mosquito control activities. The City of Hattiesburg's Mosquito Control Program is seasonal and operates April through November. The Mosquito Control Program performs chemical control through fogging and larvicide; source reduction through collecting tires, removing debris and removing standing water from ditches; active monitoring of areas with abandoned pools and reporting violations to code enforcement, as well as responding to the public's complaints of mosquitoes. The spraying schedule is composed of morning and evening crews. The City of Hattiesburg is divided into Wards 1-5 and those Wards are split in two for spraying purposes. The morning crew sprays the top half of the Ward, while the evening crew sprays the bottom half of the ward. Four Trucks have water-based spray, and one truck has oil-based spray. The oil-based truck rotates from Ward to Ward each day on each shift.

9. Mosquito Control Program	☐ Year-round	☒ Seasonal
------------------------------------	-------------------------------------	--

B. Problem Statement

Review the Problem Statement below. In a short paragraph, articulate the Problem Statement's applicability and special considerations to your jurisdiction.

West Nile virus is the leading cause of domestically-acquired mosquito-borne disease in the United States. Several other domestic mosquito-borne viruses also cause seasonal outbreaks and sporadic disease, such as eastern equine encephalitis and La Crosse. Other exotic arboviruses are threats for introduction into the U.S. (for example, chikungunya, yellow fever, Japanese encephalitis, and Zika viruses). Different mosquito vectors, viruses, animal hosts, and environmental factors contribute to variations in geographic distribution, disease incidence, clinical manifestations, and outcomes.

The public health infrastructure for addressing mosquito-borne diseases in some Mississippi jurisdictions is inadequate for a variety of reasons, including insufficient funding, equipment, supplies, and staffing of trained personnel.

The City of Hattiesburg's public health infrastructure is inadequate to effectively fight mosquitoes due to insufficient funding. The current City of Hattiesburg Mosquito Control Program does not have a dedicated budget. Insecticides are purchased out of the chemical budget line item. As far as a personnel budget for mosquito control, the City of Hattiesburg pays full-time Public Works Employees overtime to administer mosquito control activities. The City of Hattiesburg would like to have a mosquito control division that is devoted to mosquito-related endeavors; however, there is no funding for such a division. The City of Hattiesburg is at capacity with its current spraying schedule of morning and night. Additional funding would allow employees to receive further training and education, and purchase advanced technology in surveillance as well as equipment. This funding from MSDH will also allow for the City of Hattiesburg to implement its own surveillance activities. The success of the current City of Hattiesburg Mosquito Control Program depends on budget funding to provide maintenance to mosquito equipment and vehicles, purchase materials, and provide overtime compensation to employees who operate mosquito equipment after hours. With the price of mosquito chemicals increasing and officials continuing to decrease budget funding, additional funding is integral to combat mosquito-borne diseases.

Mississippi Local Mosquito Control Support Grant

C. Current Budget

Enter the average dollar amount under Annual Budget that is allotted for your jurisdiction's mosquito control program. Enter the Personnel Budget as a separate line item from your Overall Budget. In the white space under the item, provide any comments you might have (optional).

Category	Annual Budget
Overall Budget (Excluding Personnel)	\$ 29,264
The City of Hattiesburg, Public Works Department, Health Division, has a chemical budget, not solely a mosquito control budget. The total amount spent on chemicals in FY 2018 was \$29,264.15.	
Personnel	\$129,906
The Personnel Budget is comprised of 6 employees who, combined, work a total of 30 hours of overtime each week in order to perform mosquito control efforts. Employees either work overtime in the morning or evening, depending on what shift they are working. Mosquito control is performed April-November, or 35 weeks per year.	
Total	\$159,170

D. Current Capacity

Please indicate under Quantity the number or amount of items currently owned. In the white space under the item, please provide a brief description.

Category	Qty
Equipment	
Hand-carry ULV sprayer	
Hand-carry thermal fogger	
Backpack ULV sprayer	2
Backpack thermal fogger	
Truck-mounted or trailer-mounted ULV sprayer	5
Other-type vehicle mounted ULV sprayer	
GPS Navigation for Mosquito Control	
Residual Sprayer or granular/liquid larvicide applicator	
Powered backpack (sprayer/duster for liquid and granular applications)	
Pump-type	
Hose-end	
Vehicle-mounted or trailer-mounted (e.g., liquid power gun)	
Mosquito traps	
BG Sentinel trap	
Gravid trap	
CDC light trap	
EVS trap	
Fay-Prince trap	
Wilton trap	
Autocidal gravid ovitrap	
Little Black Jar (LBJ) trap	
Other	
Other	
Adulticide	
Permanone 30-30, Synthetic pyrethroid (30% permethrin, 30% PBO)	1
Aqua Perm-X UL 30-30 mixed with water	4

D. Current Capacity	
Please indicate under Quantity the number or amount of items currently owned. In the white space under the item, please provide a brief description.	
Category	Qty
Larvicide	
Altosid XR and 4 star briquets	2
Equipment calibration and maintenance	
Oil-based equipment calibration 10 oz. per minute and water-based equipment calibration 10 oz. per minute. Equipment is inspected daily before each spraying cycle.	Daily
Educational Outreach	
Source Reduction	
Collecting tires, cleaning ditches of standing water, debris removal	Daily
Surveillance	
Health Department	As Needed
Contracts (Aerial, Ground, Etc.)	
N/A	

E. Current Staff

Please list all staff associated with mosquito control, with their titles, brief description of their role with mosquitoes, whether they personally perform mosquito control, whether they have their Category 8 Pesticide Applicator's License, and whether they are Full or Part Time.

#	Name	Title	Role with Mosquitoes	MMVCA Member	Performs Mosquito Control	Cat. 8 License	FT/PT
1	Keith Parks	Division Manager	Manager	N	N	N	PT
2	Tim Bass	Crew Worker	Sprayer	N	Y	N	PT
3	Charles Page	Foreman	Sprayer	N	Y	Y	PT
4	Claude Knight	Equipment Operator	Sprayer	N	Y	N	PT
5	Derrick Richmond	Mechanic	Sprayer	N	Y	N	PT
6	Teresa Evans-Williams	Administrative Assistant	Sprayer	N	Y	N	PT
7	Dwight Temple	Crew Worker	Sprayer	N	Y	N	PT
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							

Mississippi Local Mosquito Control Support Grant

F. Work Plan

For each activity, provide detailed descriptions and timelines for each grant strategy. Discuss your jurisdiction's ability to conduct the work (capacity) and include performance measures. A performance measure is a *quantifiable* indicator used to assess how well an organization is achieving its desired objectives. Place an 'X' in the Check Box if the activity will be performed.

Subactivity		Check Box	Work Plan Narrative
Strategy 1: Develop and implement vector control capacity			
Activity 1. Mosquito Control Staffing			
1	Ensure that all staff are appropriately trained and certified or licensed. Seek a Category 8 Public Health Pest Control certification and keep current every three years.	X	The COH Public Works Department will send three (3) people to Category 8 training in March 2019.
Activity 2. Public Education			
1	Institute a public education program emphasizing personal responsibility, ways in which people can prevent mosquito breeding, and how they can reduce the risk of being bitten by observing personal protection measures.	X	Hold public meetings by Ward of the City or by neighborhood association on source reduction and breeding. Have examples at meeting of source reduction. Assess performance through a follow-up meeting or by going door-to-door. Activity will be conducted October 2018 - July 2019.
2	Institute community cleanup programs to eliminate larval habitats from backyards, commercial sites and abandoned premises.	X	Deliberate with president of neighborhood associations to launch community cleanup days for source reduction through removal of abandoned properties and placing larvicide into abandoned pools of water. Assess performance through conducting trapping activities. Conduct two assessments of mosquito trappings to see if the number of mosquitoes has decreased. Activity will be conducted October 2018 - July 2019.
Activity 3. Participate in DHEC Mosquito-Borne Disease Surveillance and <i>Aedes aegypti</i> and <i>Aedes albopictus</i> mapping program			
1	Submit mosquitoes for virus testing to MSDH PHL. (Mandatory)	X	COH Public Works Department submits mosquitoes for virus testing to MSDH. Assess effectiveness by looking at the mosquito ratio at one point in time and then a second point in time. Activity will be conducted April 2019 - July 2019.
2	Conduct mosquito surveillance activities to assess presence/absence of <i>Aedes aegypti</i> and <i>Aedes albopictus</i> mosquitoes. Report weekly written trapping data to the MSDH PHL. (Mandatory)	X	COH Public Works Department conducts trapping of mosquitoes. Focus on a certain geographical area by placing traps there. Count the mosquitoes that are trapped. Spray in that area for 2-3 weeks and conduct trapping activities again to test for effectiveness. Activity will be conducted April 2019 - July 2019.

Mississippi Local Mosquito Control Support Grant

Subactivity		Check Box	Work Plan Narrative
Activity 4. Mosquito Control			
1	Clearly define a statement of services or deliverables for the following three actions. Each of these needs to be discussed in terms of: (1) <i>Actions</i> to be performed; (2) <i>Area</i> to be covered; and (3) <i>Resources</i> [equipment, vehicles, staff, insecticides, etc.] that will be provided. Explain your jurisdiction's ability to obtain financial support for mosquito control activities OR demonstrate sustainability of a mosquito control program without continued financial support, whether operated for nuisance control or to protect the public's health. Local taxes and fees are common sources for funding programs.		
	Source Reduction (Environmental Sanitation) and Education. Remove and dispose of water-holding containers that may allow mosquito larvae and pupae to develop. Disseminate educational materials as appropriate for the type of housing and areas where containers may be found. Explain timing and repetitiveness of inspections.	X	The City of Hattiesburg already participates in Source Reduction and Education through the removal and disposal of water-holding containers. Wards 1-5 are the areas covered. The 6 paid staff of the Mosquito Control Program complete these tasks. Financial support of mosquito control activities comes from local taxes and fees. Activity will be conducted June 2018 - July 2019.
	Door-to-Door Home Visits.	X	The City of Hattiesburg already participates in door-to-door home visits in Wards 1-5. The 6 paid staff of the Mosquito Control conduct the visits. Financial support of mosquito control activities comes from local taxes and fees. Activity will be conducted June 2018 - July 2019.
	Larvicides or Pupicides. Use chemicals or biological agents to kill or prevent development of mosquito immature stages.	X	The City of Hattiesburg already participates in using larvicides to kill and/or prevent the development of mosquitoes in Wards 1-5. The 6 paid staff of the Mosquito Control Program conduct this task with insecticides, equipment, and vehicles. Financial support of mosquito control activities comes from local taxes and fees. Activity will be conducted June 2018 - July 2019.
	Adulticides. Use chemicals or biological agents to kill or prevent development of mosquito adult stages.	X	The City of Hattiesburg already participates in using adulticides to kill and/or prevent the development of mosquitoes in Wards 1-5. The 6 paid staff of the Mosquito Control Program conduct this task with insecticides, equipment, and vehicles. Financial support of mosquito control activities comes from local taxes and fees. Activity will be conducted June 2018 - July 2019.
2	Institute basic mosquito population monitoring to define the problem and determine the effectiveness of mosquito control. Report weekly written trapping data to the MSDH PHL. (Mandatory)	X	Assess performance of mosquito control population control methods through conducting mosquito trapping activities. Conduct two assessments of mosquito trappings to see if the number of mosquitoes has decreased. Activity will be conducted April 2019 - July 2019.

Mississippi Local Mosquito Control Support Grant

Subactivity		Check Box	Work Plan Narrative
3	Properly store, maintain, and calibrate mosquito control equipment.	X	The City of Hattiesburg Public Works Department ensures that the mosquito control equipment is properly stored and maintained. Mosquito control equipment is properly calibrated before spraying begins each April. If the chemicals do not work, the equipment will be recalibrated. Activity will be conducted June 2018 - July 2019.
4	Adhere to Mosquito Control Best Practices as defined by the AMCA: American Mosquito Control Association. Best Management Practices for Integrated Mosquito Management 2009. Available at goo.gl/78TPrX		
5	Ensure the willingness of your jurisdiction to enter into a mutual aid agreement with a neighboring jurisdiction to share resources for mosquito control and how that sharing might occur.		The City of Hattiesburg does not have the resources to enter into a mutual aid agreement with a neighboring jurisdiction for mosquito control.

Mississippi Local Mosquito Control Support Grant

Subactivity		Check Box	Work Plan Narrative
Strategy 2: Develop a mosquito-borne disease response plan.			
Activity 1: Preparedness - vector present or possible in the jurisdiction			
1	Appoint a representative to coordinate mosquito-borne disease response efforts for your jurisdiction and serve as your designated Point of Contact (POC) to DHEC.	X	The City of Hattiesburg Public Works Department will appoint an individual to become certified in Category 8 Public Health Pest Control and become a member of the MMCVA. This individual will serve as the designated Point of Contact to DHEC. Activity will be conducted October 2018 - July 2019.
2	Review and assess your local mosquito control capacity and capability. If you do not currently have a vector control program, consider establishing a mutual aid agreement for mosquito control services with a neighboring jurisdiction.		
3	Review (or develop as needed) a vector-borne disease preparedness and response plan, and tailor as appropriate for Zika.	X	The current vector-borne disease preparedness and response plan can be tailored to responding to Zika and West Nile. When the Public Works Department receives notification from either the State Health Department or the Forrest County Health Department regarding a vector-borne disease, a map of the 10-block radius of the infected area is sent. The Public Works Department sprays this area for 1.5 hours every morning and evening for at least one week. Then COH Public Works Department performs trapping activities to see if anything else turns up and submits mosquitoes to MSDH for testing. If something else turns up, the whole process is completed again. Activity will be conducted October 2018 - July 2019.
4	Ensure coordination with state public health officials so vector control and human surveillance activities can be linked.	X	COH Public Works Department collaborates with MSDH on vector control and human surveillance activities as the above work plan outlines. MSDH trains COH on surveillance activities. COH Public Works collaborates with COH GIS Division on creating and implementing a GIS System to monitor major sources of larval adult mosquitoes and document areas where control measures have been implemented. Activity will be conducted October 2018 - July 2019, with the majority of activities taking place April 2019 - July 2019.
5	Initiate a public awareness campaign, with primary messaging focusing on personal protection against mosquitoes (e.g., "fight the bite") and residential source reduction (e.g., "tip 'n toss").	X	Raise awareness of mosquito preparedness through neighborhood meetings, school outreach activities, and by having booths at community events such as Hub Fest, Earth Day, Right Way to Throw Away, and Night Out Against Crime. Assess the effectiveness through follow-up meetings. Activity will take place October 2018 - July 2019.

Mississippi Local Mosquito Control Support Grant

Subactivity		Check Box	Work Plan Narrative
6	Plan preparedness and mitigation activities to reduce the likelihood of transmission from mosquitoes, including: reduce habitat/potential breeding sites, initiate community clean-up efforts, initiate public information campaigns encouraging yard clean up, use of insecticides, encourage placement of window screens etc.	X	Conduct source reduction activities, spray, conduct door-to-door education and awareness, collect tires daily, pick up debris and anything that can hold water daily, and wipe out ditches that hold water daily. Activity will be conducted April 2019 - July 2019.
7	Review and, as necessary, conduct mosquito surveillance activities to assess presence of <i>Aedes aegypti</i> and <i>Aedes albopictus</i> mosquitoes.		

Mississippi Local Mosquito Control Support Grant

Subactivity		Check Box	Work Plan Narrative
Activity 2: Suspected/Confirmed Travel-Associated Case - Mosquito Season - travel-related or sexually transmitted cases			
1	Enact the county's established notification process for a confirmed case of mosquito-borne virus and formulate a plan of action/response. Upon Notification from MSDH, activate response activities to be performed once a travel case has been identified.	X	An email is sent from the Forrest County Health Department or MSDH regarding a mosquito-borne virus along with a map of the 10-block radius of the infected area. The Public Works Department sprays this area for 1.5 hours every morning and evening for at least a week. Then the COH Public Works Department performs trapping activities to see if anything else turns up and sends mosquitoes for testing to MSDH. If something else turns up, the whole process is completed again. Activity will take place April 2019 - July 2019, if needed.
2	To perform public health education within a defined radius surrounding a case.	X	Hold neighborhood meeting in the area with the case as public education, not stating that the case was in that neighborhood. Activity will take place April 2019 - July 2019, if needed.
3	To perform adulticiding within a defined radius surrounding a case.	X	The Public Works Department sprays this area for 1.5 hours every morning and evening for at least a week. COH Public Works Department performs trapping activities to see if anything else turns up and sends mosquitos for testing to MSDH. If something else turns up, the whole process is completed again. Activity will take place April 2019 - July 2019, if needed.
4	To perform larval control activities within a defined radius surrounding a case.	X	Larvicide tablets are thrown into standing water. The tablets last 30-60 days. Effectiveness is tested by returning to the area and seeing if mosquitos are still there. Activity will take place April 2019 - July 2019, if needed.
Activity 3. Confirmed Local Transmission: single, locally acquired case, or cases clustered in a single household occurring <2 weeks apart; <u>OR</u> Confirmed Multiperson Local Transmission: virus illnesses with onsets occurring ≥2 weeks apart but within an approximately 1 mile (1.5 km) diameter			
1	In conjunction with MSDH, perform the same basic elements of response as in Activity 2 with travel-related cases, but increase the intensity of intervention and scale of resources that are committed.	X	An email is sent from the Forrest County Health Department or MSDH regarding a mosquito-borne virus along with a map of the 10-block radius of the infected area. The Public Works Department sprays this area for 1.5 hours every morning and evening for at least a week. The COH Public Works Department performs trapping activities to see if anything else turns up and sends mosquitoes to MSDH for testing. If something else turns up, the whole process is completed again. Activity will take place April 2019 - July 2019, if needed.

Mississippi Local Mosquito Control Support Grant

Subactivity		Check Box	Work Plan Narrative
Strategy 3. Develop a program for insecticide resistance monitoring and management. Insecticide resistance has been demonstrated in almost every class of insecticide. Insecticide resistance, which is an inheritable trait, usually leads to significant reduction in the susceptibility of insect populations which renders insecticide treatments ineffective.			
Activity 1: Include basic insecticide resistance-management techniques:			
1	Utilize physical control/source reduction and biological control methodologies to the maximum extent practicable.	X	The City of Hattiesburg Mosquito Control Program will utilize physical control/source reduction through collecting debris and removing tires. Activity will be conducted June 2018 - July 2019.
2	Avoid the use of the same class of chemical against both immature and adult mosquitoes.		
3	Apply pesticide at the rate recommended on the label. Do not underdose.	X	The City of Hattiesburg Mosquito Control Program applies pesticide at the rate recommended on the label of the chemicals. Activity will take place April 2019 - July 2019.
4	Utilize a different chemical class at the beginning and end of treatment season.		
5	Assess susceptibility at the beginning and sometime during the mosquito season.	X	COH Public Works Department conducts trapping of mosquitoes in areas of the City. Focus on a certain geographical area by placing traps there. Count the mosquitoes that are trapped. Spray in that area for 2-3 weeks and conduct trapping activities again to test for effectiveness. Activity will take place April 2019 - July 2019.
Activity 2: Participate in insecticide resistance studies			
1	Either alone or in conjunction with MSDH, participate in insecticide resistance studies. Bioassays are used to monitor insecticide resistance in mosquitoes. The CDC bottle bioassay determines if a particular formulation (combination of the active ingredient in the insecticide and inactive ingredients) is able to kill a mosquito, at a specific location at a given time. Insecticide selection must be based on resistance testing results. https://goo.gl/EdfDZs	X	The City of Hattiesburg's Mosquito Control Program will participate in insecticide resistance studies in conjunction with MSDH. The City of Hattiesburg's Mosquito Control is very limited in terms of funding and staff but with the support of the MSDH, the City would be able to participate. Activity will take place April 2019 - July 2019.

Mississippi Local Mosquito Control Support Grant

G. Budget Request

Use the budget spreadsheet to request items for which you would like to receive funds. If you are requesting items that are different from the suggested listed values, list your requested items under 'Other'. All items have to be approved by MSDH prior to purchase.

Item	Budget Justification	Qty	\$/Unit	Total \$
SURVEILLANCE				
BG Sentinel 2 Mosquito Trap (Mandatory Ask)	The BG-Sentinel 2 trap is especially attractive for the <i>Aedes aegypti</i> mosquito, the <i>Aedes albopictus</i> mosquito, the <i>Culex quinquefasciatus</i> mosquito, and selected other species. (You must ask for this item and its accessories.)	0	\$223	\$0
DC Battery Pack, with charger (12 V/14 AmpHr)	Battery pack for BG Sentinel 2 Mosquito Trap	0	\$170	\$0
Human Skin Non-Toxic, Chemical Lure	Used in combination with the BG Sentinel 2 trap, a dispenser which releases a combination of mosquito attractants that are also found on human skin (ammonia, lactic acid, and caproic acid)	0	\$32	\$0
Octenol Lure, 2 grams	Used in combination with the BG Sentinel 2 trap, a lure containing the mosquito attractant octenol, which is also found on human skin	0	\$10	\$0
#1012 New Standard Miniature Light Trap, 6 VDC. (Mandatory Ask)	Portable sampling device for mosquitoes.	4	\$151	\$604
#1712 CDC Gravid Trap, 6 VDC. (Mandatory Ask)	Used for trapping mosquitoes with vector borne diseases.	5	\$95	\$475
#2.30 Sealed, Gelled-Electrolyte Battery, 6 V, 10 Amp Hrs. (Mandatory Ask)	Battery used in light traps.	10	\$29	\$290
#2.88.6 Automatic charger for two 6 V batteries, input of 110 AC, 50/60Hz. (Mandatory Ask)	Used to recharge batteries.	5	\$225	\$1,125
#2.90.6 Automatic charger for one 6 V battery, input of 110 AC, 50/60Hz. (Mandatory Ask)	Used to recharge batteries.	0	\$123	\$0
MOSQUITO CONTROL				
Truck-Mounted ULV Fogger: London Foggers Model 18-20 High Output ULV Aerosol Generator	A truck-mounted ULV fogger is needed for the application of mosquito adulticides for up to 150 feet away and can be used when the area to be treated is too large to treat by hand or permission has not been given to enter private land.	2	\$9,180	\$18,360
Orion System for use with Model 18-20 ULV Fogger (GPS Navigation)	The Orion System includes GPS, tracking, monitoring, and recording features for adulticide applications.	0	\$7,555	\$0
ArroGun Bullet 4-Cycle Hand Carry ULV Fogger	A hand-held ULV fogger is needed for close-range application of mosquito adulticides. Adult activity of <i>Aedes aegypti</i> and <i>Aedes albopictus</i> mosquitoes coincides with the times of highest vehicular traffic in their urban environments and unstable atmospheric conditions, often making aerial or truck adulticiding both impractical and ineffective. Localized spot treatments are sometimes the only effective adulticiding method, especially if the target zone is more than 150 feet away.	2	\$1,539	\$3,078

Mississippi Local Mosquito Control Support Grant

Item	Budget Justification	Qty	\$/Unit	Total \$
Stihl SR 450 backpack sprayer/duster for barrier spraying and granular applications	The Stihl SR 450 backpack sprayer is a powerful sprayer/duster that easily converts from liquid to granular applications. This equipment will be ideal for barrier spraying with Tau-fluvalinate, deltamethrin, or bifenthrin or larviciding with an aqueous suspension of <i>Bti</i> or with a granular formulation of s-methoprene.	2	\$756	\$1,512
Curtis DynaFog Blackhawk Electric Start Thermal Aerosol-Fog Petroleum-Based, Resonant Pulse Principle	The Blackhawk thermal fogger can be hand-held or vehicle-mounted. Thermal fogging allows for smaller droplets that stay elevated longer. The cloud allows for better coverage because of its visibility while it travels. The thermal fogger can be used to spray mosquito adulticides or aqueous suspensions of <i>Bti</i> larvicides.	0	\$1,917	\$0
INSECTICIDES				
Permanone 30-30, Synthetic pyrethroid (30% permethrin, 30% PBO), 55-gal	Mosquito adulticide	4	\$4,908	\$19,632
Duet, Synthetic Pyrethroid (1% prallethrin, 5% sumithrin, 5% PBO), 30 gal	Mosquito adulticide	0	\$5,874	\$0
Scourge, Synthetic Pyrethroid (4.14% permethrin, 12.42% PBO), 5-gal	Mosquito adulticide	0	\$593	\$0
Mavrick Perimeter, Barrier Spray (22.3% Tau-fluvalinate), 12 x 8 oz/cs	Mosquito adulticide - barrier spray	0	\$377	\$0
Suspend Polyzone, Barrier Spray (4.75% deltamethrin), 4 x 1 gal/cs	Mosquito adulticide - barrier spray	0	\$1,119	\$0
Wisdom TC, Barrier Spray (% bifenthrin), 4 x 1 gal/cs	Mosquito adulticide - barrier spray	0	\$188	\$0
VectoBac 12AS (11.61% <i>Bti</i>) Aqueous Suspension Larvicide, 24 x 1 lb/cs	Aqueous suspension larvicide for large treatment areas	20	\$34	\$680
VectoMax FG (2.7% Bspha+ 4.5% <i>Bti</i>) Fine Granule Larvicide, 24 x 1 lb/cs	Fine granule larvicide	0	\$9	\$0

Mississippi Local Mosquito Control Support Grant

Item	Budget Justification	Qty	\$/Unit	Total \$
TRAINING				
Pesticide Applicator Core Training Manual - Applying Pesticides Correctly	Study manual for a MS Pest Control Applicator's license	3	\$30	\$90
Supplemental Training Manual - Public Health Pest Control	Study manual for MS Category 8 Public Health Pesticide Applications Certification	3	\$30	\$90
CONTRACT WORK				
Hire a certified, licensed contractor to perform mosquito control in response to an arbovirus-positive human case.	Contractor will perform adulticiding for at least 2 weeks, with spraying missions occurring intermittently according to pesticide label instructions, within a minimum 165-yard radius. Contractor also will provide a barrier spray according to the pesticide label instructions.	0	\$616	\$0
OTHER				
Please enter description, quantities, and cost for any additional items, along with a justification for why the item is needed.				
Item	Budget Justification	Qty	\$/Unit	Total \$
Personnel	Break City into treatment areas and provide GIS maps	0	\$35,615	\$ -
	Set CDC & Gravid traps at fixed locations throughout the city (Trap for 28 consecutive weeks)			\$ -
	Speciate CDC mosquitoes & submit <i>Culex</i> from gravid traps to MSDH for WNV testing			\$ -
	Set BG Sentinels in different places around town to monitor <i>Aedes</i> populations and for presence of <i>Aedes aegypti</i>			\$ -
	Collect <i>Culex</i> egg rafts for bottle bioassay testing and send to MSDH			\$ -
	Provide city and MSDH with monthly reports/maps on all surveillance data			\$ -
				\$ -
				\$ -
Total				\$ 45,936

**Mississippi State Department of Health
Sub-Grant Agreement**



**Mississippi State Department of Health Sub-Grant Agreement
with City of Hattiesburg (Forrest/Lamar)**

Agreement No. NU50CK000414-03-04

SECTION 1.0: Parties to the Agreement

This agreement is made this the 8 day of January, 2019, by and between the Mississippi State Department of Health, hereinafter referred to as MSDH, and City of Hattiesburg (Forrest & Lamar), hereinafter referred to as Sub-Grantee.

SECTION 2.0: Period of Performance

This agreement shall be in effect from 2/1/2019 through 7/31/2019.

SECTION 3.0: Purpose

This agreement is established for the purpose of defining the rights and duties of the parties regarding the grant known as ELC Zika Supplemental.

SECTION 4.0: Responsibilities of MSDH and Sub-Grantee

4.1 MSDH Responsibilities:

- 4.1.1 Review and approval of invoices and periodic reports.
- 4.1.2 Review of progress reports on the ongoing activities regarding the sub-grant.
- 4.1.3 Oversight of work and services provided by Sub-Grantee.
- 4.1.4 Other responsibilities as stated in the corresponding grant, proposals, and any attachments hereto.

4.2 Sub-Grantee Responsibilities:

- 4.2.1 The Sub-Grantee is responsible for implementing the work and services as set forth in their proposal and attached as outlined in the attached Scope of Work.
- 4.2.2 The costs incurred must be in accordance with the approved Budget, hereby incorporated and attached hereto, and shall not exceed \$45,936.00 unless properly modified and approved. Prior written approval shall be required before deviating from the approved budget.
- 4.2.3 Other responsibilities as stated in the corresponding grant, proposals, and any attachments hereto.

SECTION 5.0: Budget and Finance

- 5.1 **Sub-Grant Value.** Absent a modification in the form required by this agreement, the total amount to be paid by MSDH to Sub-Grantee under the terms of this agreement shall not exceed the amount previously stipulated in Section 4.2.2 of this agreement. All payments made under this agreement shall represent services rendered or actual costs incurred. Sub-Grantee is responsible for any commitments or expenditures in excess of the amounts authorized by MSDH.
- 5.2 **Invoices.** The Sub-Grantee shall submit invoices, as required and in accordance with the grant associated with this agreement or as instructed by MSDH and attached hereto.
- 5.3 **Reimbursement.** The Sub-Grantee assumes sole responsibility for reimbursement to the granting or funding agency of a sum of money equivalent to the amount of any expenditures disallowed should the granting agency, funding agency, or any other authorized agency rule through an audit exception or some other appropriate means, that expenditures from funds allocated to the Sub-Grantee for direct and/or indirect costs were not made in compliance with the regulations of the granting or funding agency or the provisions of the agreement.
- 5.4 **Record Maintenance.** The Sub-Grantee agrees to maintain books, records and documents and other evidence pertaining to all costs and expenses incurred and revenues acquired under this agreement to the extent and in such detail as will properly reflect all costs and expenses of whatever nature for which reimbursement is claimed. Such book, records and documents shall be maintained by the Sub-Grantee for three (3) years from the date of close-out or in accordance with the provisions of the grant associated with this agreement, whichever is longer. The books of account and other records which are applicable shall be available with reasonable notice for inspection, review and audit by MSDH to determine proper application and use of all funds paid to the Sub-Grantee.
- 5.5 **Record Inspection and Audit.** MSDH, any sponsor or funding source, the State of Mississippi, any regulatory body of the United States overseeing the grant associated with this agreement, and/or any other authorized representative of any of the foregoing, shall have access to and the right to examine all records, books, papers, or documents which are directly pertinent to, or related to the sub-grant award for the purpose of audit, examination, excerpts, and/or transcripts.
- 5.6 **Purchased Equipment.** Equipment should not be purchased unless itemized in the approved budget or in accordance with the grant associated with this agreement. The use and disposition of any equipment purchased by the Sub-Grantee shall be in accordance with the grant associated with this agreement.

SECTION 6.0: Modification

- 6.1 This agreement may need to be modified, changed or altered due to changing circumstances. Therefore, it is agreed that MSDH or the Sub-Grantee may request modification and that this modification will be prepared in writing and presented to the other party for approval or rejection. Work or purchases relating to any items not specifically outlined by this agreement, the Sub-Grantee's proposal or the grant associated with this agreement may not be paid for unless both parties agree to and execute a written amendment to this agreement.

SECTION 7.0: Assignment

- 7.1 Obligations under this agreement may not be assigned by the Sub-Grantee without prior written approval of MSDH, or in accordance with the grant associated with this agreement.

SECTION 8.0: Standard Terms and Conditions

The Sub-Grantee Certifies and Agrees to the following:

- 8.1 **Authority to Accept Award.** The Sub-Grantee certifies that it has legal authority to apply for the sub-grant and has the institutional, managerial, and financial capability (including where applicable, funds sufficient or in-kind match to pay the applicant's share of the project cost) to ensure proper planning, management, and completion of the project described in this proposal. The Sub-Grantee further certifies (a) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (b) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.
- 8.2 **Conflict of Interest.** The Sub-Grantee will establish or maintain safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- 8.3 **Applicable Laws.** This Sub-Grant Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflict of law provisions, and any litigation with respect thereto shall be brought in the courts of the state.
- 8.4 **Compliance with Laws.** The Sub-Grantee shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, and any others as required by the grant that is the subject of this agreement, as they now exist and as they may be amended or modified.
- 8.4.1 **Equal Opportunity.** The Sub-Grantee understands that the State is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is

unlawful and the Sub-Grantee agrees during the term of the agreement that the Sub-Grantee will strictly adhere to this policy in its employment practices and the provision of services.

8.4.2 **Employment Verification.** The Sub-Grantee will ensure its compliance with the Mississippi Employment Protection Act, §71-11-1, et seq., of the Mississippi Code Annotated, as Amended, and will register and participate in the status verification system for all newly hired employees as required.

8.4.3 **Federal Law.** Sub-Grantee will comply with all Federal statutes relating to non-discrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; and (e) the requirements of any other nondiscrimination statute(s) which may apply to the proposal.

8.4.4 **Program Specific Law.** Sub-Grantee will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this grant or program.

8.5 **Sub-Grantee Status.** Sub-Grantee agrees that no act performed or representation made, whether oral or written, by the Sub-Grantee with respect to third parties shall be binding on MSDH. The Sub-Grantee shall, at no time act as an agent for MSDH. Nothing herein shall be deemed or construed by MSDH, the Sub-Grantee, or any third party as creating the relationship of principal and agent, partners, joint ventures, or any similar such relationship between MSDH and the Sub-Grantee.

8.6 **Representation Regarding Contingent Fees and Gratuities.** Sub-Grantee represents that it has not offered, given, or agreed to give or accepted a solicitation or demand for gratuity or offer of employment in connection with any decision or preparation regarding the award of this sub-grant, nor has it retained a person to solicit or secure a sub-grant upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Sub-Grantee's bid or proposal.

8.7 **Public Records Clause.** MSDH has the responsibility to oversee and monitor all phases of this Sub-Grant Agreement. Therefore, MSDH shall be responsible for responding to any public records requests pursuant to the Mississippi Public Records Act, Section 25-61-1 *et seq.*, Miss. Code Ann. Documents and records associated with this agreement, including but not limited to, this agreement, proposals, communications, payment requests, etc., may be deemed public records. MSDH shall respond to requests addressed to either of the parties herein. The Sub-Grantee shall notify and provide a copy of any public information request addressed to the Sub-Grantee within one (1) working day. Upon receipt of said request, MSDH shall respond to the request for public information as required by the Mississippi Public Records Act. No party to this agreement shall be

liable to the other party for disclosure of information required by court order or required by law.

- 8.8 **Release of Information.** MSDH, as the State management, regulatory, and enforcement agency, shall have the exclusive right to release data and information acquired as a result of this agreement to the press and public. The Sub-Grantee may release information obtained from this agreement only after obtaining written permission from MSDH.
- 8.9 **Return of Reports, Data, ETC.** Upon conclusion of this agreement, MSDH may request the return of any reports, data, and other information related to this agreement. The Sub-Grantee retains the right to materials used in the performance of the agreement, which were developed by the Sub-Grantee with non-MSDH funds. The MSDH is granted non-exclusive license to copy the materials for use within the State of Mississippi.
- 8.10 **Confidentiality.** Confidential or proprietary information under this Agreement shall not be disclosed by either party. The Sub-Grantee and MSDH agree to treat as confidential and not disclose to any third party without prior written consent information or data which is disclosed under this Agreement and identified as confidential ("Confidential Information"). Notwithstanding the above, the parties acknowledge that the Mississippi Access to Public Records Act governs the disclosure of public records.
- 8.11 **HIPAA Compliance.** Sub-grantee agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, and any amendments therefore, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this agreement.
- 8.12 **Indemnification.** Sub-grantee shall indemnify, defend, save and hold harmless, protect, and exonerate the MSDH, its board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Sub-grantee and/or its partners, principles, agents, employees, and/or subcontractors in the performance of or failure to perform this agreement. In MSDH's sole discretion, Sub-grantee may be allowed to control the defense of any such claim, suit, etc. In the event Sub-grantee defends said claim, suit, etc., Sub-grantee shall use legal counsel acceptable to MSDH. Sub-grantee shall be solely responsible for all costs and/or expenses associated with such defense, and the MSDH shall be entitled to participate in said defense. Sub-grantee shall not settle any claim, suit, etc., without the MSDH's concurrence which the MSDH shall not unreasonably withhold.
- Sub-grantee shall not be obligated to indemnify MSDH for liabilities which arise due to the negligence of MSDH or its employees. MSDH's liability, as an entity of the State of Mississippi, shall be determined pursuant to and subject to the limitations of the Mississippi Tort Claims Act, Mississippi Code Annotated § 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering the liability or of eliminating any defense available to the MSDH or State under statute.

Section 9.0 Termination and Notice

- 9.1 **Right to Terminate.** Either party to this agreement may terminate this agreement by written notice (via U.S. certified mail, return receipt requested) of termination to the other party in accordance with the “Notices” section of this agreement. Except as provided below, all obligations under this agreement shall cease at the expiration of thirty (30) calendar days from receipt of written notice by the non-terminating party of the notice of termination.
- 9.2 **Costs.** Sub-Grantee shall be paid for costs incurred at the time of termination, if any, and shall deliver to MSDH an invoice for costs incurred. It is expressly understood payment is subject to the “Availability of Funds” as stated in this agreement.
- 9.3 **Availability of Funds.** It is expressly understood and agreed that the obligation of the MSDH to proceed under this agreement is conditioned upon the availability of funds from the responsible party and/or the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, this agreement between the MSDH and Sub-Grantee shall be terminated upon notice by MSDH to Sub-Grantee of the same. Termination of this agreement due to lack of funding will be immediate following notice of such termination by MSDH to Sub-Grantee. The effective date of termination shall be as specified in the notice of termination.
- 9.4 **Notices.** Notices of termination and any other notices required to be given under this agreement by each party shall be mailed or e-mailed to the following addresses:

For Grantor

NAME: Melody Winston

TITLE: Communicable Diseases Director

ADDRESS: 570 East Woodrow Wilson, P.O. Box 1700
Jackson, MS 39215-1700

E-MAIL: Melody.Winston@msdh.ms.gov

TELEPHONE: 601-576-7725

For Sub-Grantee

NAME: Jennifer Shows

TITLE: Grant Coordinator

ADDRESS: P.O. Box 1898
Hattiesburg, MS 39403

E-MAIL: jshows@hattiesburgms.com

TELEPHONE: 601-545-4544

Section 10.0 Enforceability

10.1 **THIS AGREEMENT IS NOT FULLY EXECUTED OR LEGALLY BINDING UNTIL SIGNED BY THE MSDH CHIEF ADMINISTRATIVE OFFICER.** Any work performed prior to the full execution of this agreement may not be reimbursed.

IN WITNESS WHEREOF, this agreement is duly executed.

For the Mississippi State Department of Health

Chief Administrative Officer
For the State Health Officer
Agreement **EXECUTED** With This Signature

Date

For the SUB-GRANTEE:

Sub-Grantee Authorized Signature and Title

2/05/2019

Date

CONFLICTS OF INTEREST

(Please attach additional pages, as needed, to address each question)

1. List all other current agreements/contracts with MSDH. **Include** the dollar amount with the agreement/contract beginning and ending dates. If no other funds are received, please mark N/A.

MSDH Program Name	Dollar Amount	Beginning Date	Ending Date
N/A			

2. Please list each member's name of your organization's Board of Directors or other governing body (i.e., trustees, alderman, partners, owner).

Toby Barker, Mayor

Jeffrey George, Ward 1 Councilman

Deborah Delgado, Ward 2 Councilwoman

Carter Carroll, Ward 3 Councilman

Mary Dryden, Ward 4 Councilwoman

Nicholas Brown, Ward 5 Councilman

- a. **Are any members of the governing body or project staff also MSDH employees?** ☐ Yes ☒ No

If the **answer is YES**, please list the name of each employee and their position held with MSDH.

- b. **Are any members of the governing body or project staff also spouses, parents, or children of MSDH employees?** ☐ Yes ☒ No

If the **answer is YES**, please list the name of each employee and their position held with MSDH.

The above information was provided by:

Jennifer Shows

Grant Coordinator

12/21/2018

Print Name

Title

Date

And is true and correct to the best of my knowledge.

ADDITIONAL TERMS OF AGREEMENT

(Please use this page for addition, deletion or any other type of modification of the agreement; pages 1-7)

N/A

THESE ADDITIONAL TERMS OF AGREEMENT ARE NOT FULLY EXECUTED OR LEGALLY BINDING UNTIL SIGNED BY THE MSDH CHIEF ADMINISTRATIVE OFFICER. Any work performed prior to the full execution of this agreement may not be reimbursed.

IN WITNESS WHEREOF, this agreement is duly executed.

For the Mississippi State Department of Health:

Chief Administrative Officer
For the State Health Officer
Agreement **EXECUTED** With This Signature

Date

For the SUB-GRANTEE:

Sub-Grantee Authorized Signature and Title

Date

SCOPE OF WORK

See Attached

BUDGET AND JUSTIFICATION

(Please refer to the Sub-grantee Manual, SECTION IV, PAGE 12-13, for an example of the required budget and its justification.)

See Attached

**Mississippi State Department of Health
Sub-Grant Agreement**



MISSISSIPPI STATE DEPARTMENT OF HEALTH

**Mississippi State Department of Health Sub-Grant Agreement
with City of Hattiesburg (Forrest/Lamar)**

Agreement No. NU50CK000414-03-04

SECTION 1.0: Parties to the Agreement

This agreement is made this the 8 day of January, 2019, by and between the Mississippi State Department of Health, hereinafter referred to as MSDH, and City of Hattiesburg (Forrest & Lamar), hereinafter referred to as Sub-Grantee.

SECTION 2.0: Period of Performance

This agreement shall be in effect from 2/1/2019 through 7/31/2019.

SECTION 3.0: Purpose

This agreement is established for the purpose of defining the rights and duties of the parties regarding the grant known as ELC Zika Supplemental.

SECTION 4.0: Responsibilities of MSDH and Sub-Grantee

4.1 MSDH Responsibilities:

- 4.1.1 Review and approval of invoices and periodic reports.
- 4.1.2 Review of progress reports on the ongoing activities regarding the sub-grant.
- 4.1.3 Oversight of work and services provided by Sub-Grantee.
- 4.1.4 Other responsibilities as stated in the corresponding grant, proposals, and any attachments hereto.

4.2 Sub-Grantee Responsibilities:

- 4.2.1 The Sub-Grantee is responsible for implementing the work and services as set forth in their proposal and attached as outlined in the attached Scope of Work.
- 4.2.2 The costs incurred must be in accordance with the approved Budget, hereby incorporated and attached hereto, and shall not exceed \$45,936.00 unless properly modified and approved. Prior written approval shall be required before deviating from the approved budget.
- 4.2.3 Other responsibilities as stated in the corresponding grant, proposals, and any attachments hereto.

SECTION 5.0: Budget and Finance

- 5.1 **Sub-Grant Value.** Absent a modification in the form required by this agreement, the total amount to be paid by MSDH to Sub-Grantee under the terms of this agreement shall not exceed the amount previously stipulated in Section 4.2.2 of this agreement. All payments made under this agreement shall represent services rendered or actual costs incurred. Sub-Grantee is responsible for any commitments or expenditures in excess of the amounts authorized by MSDH.
- 5.2 **Invoices.** The Sub-Grantee shall submit invoices, as required and in accordance with the grant associated with this agreement or as instructed by MSDH and attached hereto.
- 5.3 **Reimbursement.** The Sub-Grantee assumes sole responsibility for reimbursement to the granting or funding agency of a sum of money equivalent to the amount of any expenditures disallowed should the granting agency, funding agency, or any other authorized agency rule through an audit exception or some other appropriate means, that expenditures from funds allocated to the Sub-Grantee for direct and/or indirect costs were not made in compliance with the regulations of the granting or funding agency or the provisions of the agreement.
- 5.4 **Record Maintenance.** The Sub-Grantee agrees to maintain books, records and documents and other evidence pertaining to all costs and expenses incurred and revenues acquired under this agreement to the extent and in such detail as will properly reflect all costs and expenses of whatever nature for which reimbursement is claimed. Such book, records and documents shall be maintained by the Sub-Grantee for three (3) years from the date of close-out or in accordance with the provisions of the grant associated with this agreement, whichever is longer. The books of account and other records which are applicable shall be available with reasonable notice for inspection, review and audit by MSDH to determine proper application and use of all funds paid to the Sub-Grantee.
- 5.5 **Record Inspection and Audit.** MSDH, any sponsor or funding source, the State of Mississippi, any regulatory body of the United States overseeing the grant associated with this agreement, and/or any other authorized representative of any of the foregoing, shall have access to and the right to examine all records, books, papers, or documents which are directly pertinent to, or related to the sub-grant award for the purpose of audit, examination, excerpts, and/or transcripts.
- 5.6 **Purchased Equipment.** Equipment should not be purchased unless itemized in the approved budget or in accordance with the grant associated with this agreement. The use and disposition of any equipment purchased by the Sub-Grantee shall be in accordance with the grant associated with this agreement.

SECTION 6.0: Modification

- 6.1 This agreement may need to be modified, changed or altered due to changing circumstances. Therefore, it is agreed that MSDH or the Sub-Grantee may request modification and that this modification will be prepared in writing and presented to the other party for approval or rejection. Work or purchases relating to any items not specifically outlined by this agreement, the Sub-Grantee's proposal or the grant associated with this agreement may not be paid for unless both parties agree to and execute a written amendment to this agreement.

SECTION 7.0: Assignment

- 7.1 Obligations under this agreement may not be assigned by the Sub-Grantee without prior written approval of MSDH, or in accordance with the grant associated with this agreement.

SECTION 8.0: Standard Terms and Conditions

The Sub-Grantee Certifies and Agrees to the following:

- 8.1 **Authority to Accept Award.** The Sub-Grantee certifies that it has legal authority to apply for the sub-grant and has the institutional, managerial, and financial capability (including where applicable, funds sufficient or in-kind match to pay the applicant's share of the project cost) to ensure proper planning, management, and completion of the project described in this proposal. The Sub-Grantee further certifies (a) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (b) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.
- 8.2 **Conflict of Interest.** The Sub-Grantee will establish or maintain safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- 8.3 **Applicable Laws.** This Sub-Grant Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflict of law provisions, and any litigation with respect thereto shall be brought in the courts of the state.
- 8.4 **Compliance with Laws.** The Sub-Grantee shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, and any others as required by the grant that is the subject of this agreement, as they now exist and as they may be amended or modified.
- 8.4.1 **Equal Opportunity.** The Sub-Grantee understands that the State is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is

unlawful and the Sub-Grantee agrees during the term of the agreement that the Sub-Grantee will strictly adhere to this policy in its employment practices and the provision of services.

8.4.2 Employment Verification. The Sub-Grantee will ensure its compliance with the Mississippi Employment Protection Act, §71-11-1, et seq., of the Mississippi Code Annotated, as Amended, and will register and participate in the status verification system for all newly hired employees as required.

8.4.3 Federal Law. Sub-Grantee will comply with all Federal statutes relating to non-discrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; and (e) the requirements of any other nondiscrimination statute(s) which may apply to the proposal.

8.4.4 Program Specific Law. Sub-Grantee will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this grant or program.

8.5 Sub-Grantee Status. Sub-Grantee agrees that no act performed or representation made, whether oral or written, by the Sub-Grantee with respect to third parties shall be binding on MSDH. The Sub-Grantee shall, at no time act as an agent for MSDH. Nothing herein shall be deemed or construed by MSDH, the Sub-Grantee, or any third party as creating the relationship of principal and agent, partners, joint ventures, or any similar such relationship between MSDH and the Sub-Grantee.

8.6 Representation Regarding Contingent Fees and Gratuities. Sub-Grantee represents that it has not offered, given, or agreed to give or accepted a solicitation or demand for gratuity or offer of employment in connection with any decision or preparation regarding the award of this sub-grant, nor has it retained a person to solicit or secure a sub-grant upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Sub-Grantee's bid or proposal.

8.7 Public Records Clause. MSDH has the responsibility to oversee and monitor all phases of this Sub-Grant Agreement. Therefore, MSDH shall be responsible for responding to any public records requests pursuant to the Mississippi Public Records Act, Section 25-61-1 *et seq.*, Miss. Code Ann. Documents and records associated with this agreement, including but not limited to, this agreement, proposals, communications, payment requests, etc., may be deemed public records. MSDH shall respond to requests addressed to either of the parties herein. The Sub-Grantee shall notify and provide a copy of any public information request addressed to the Sub-Grantee within one (1) working day. Upon receipt of said request, MSDH shall respond to the request for public information as required by the Mississippi Public Records Act. No party to this agreement shall be

liable to the other party for disclosure of information required by court order or required by law.

- 8.8 **Release of Information.** MSDH, as the State management, regulatory, and enforcement agency, shall have the exclusive right to release data and information acquired as a result of this agreement to the press and public. The Sub-Grantee may release information obtained from this agreement only after obtaining written permission from MSDH.
- 8.9 **Return of Reports, Data, ETC.** Upon conclusion of this agreement, MSDH may request the return of any reports, data, and other information related to this agreement. The Sub-Grantee retains the right to materials used in the performance of the agreement, which were developed by the Sub-Grantee with non-MSDH funds. The MSDH is granted non-exclusive license to copy the materials for use within the State of Mississippi.
- 8.10 **Confidentiality.** Confidential or proprietary information under this Agreement shall not be disclosed by either party. The Sub-Grantee and MSDH agree to treat as confidential and not disclose to any third party without prior written consent information or data which is disclosed under this Agreement and identified as confidential ("Confidential Information"). Notwithstanding the above, the parties acknowledge that the Mississippi Access to Public Records Act governs the disclosure of public records.
- 8.11 **HIPAA Compliance.** Sub-grantee agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, and any amendments therefore, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this agreement.
- 8.12 **Indemnification.** Sub-grantee shall indemnify, defend, save and hold harmless, protect, and exonerate the MSDH, its board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Sub-grantee and/or its partners, principles, agents, employees, and/or subcontractors in the performance of or failure to perform this agreement. In MSDH's sole discretion, Sub-grantee may be allowed to control the defense of any such claim, suit, etc. In the event Sub-grantee defends said claim, suit, etc., Sub-grantee shall use legal counsel acceptable to MSDH. Sub-grantee shall be solely responsible for all costs and/or expenses associated with such defense, and the MSDH shall be entitled to participate in said defense. Sub-grantee shall not settle any claim, suit, etc., without the MSDH's concurrence which the MSDH shall not unreasonably withhold.
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Section 9.0 Termination and Notice

- 9.1 **Right to Terminate.** Either party to this agreement may terminate this agreement by written notice (via U.S. certified mail, return receipt requested) of termination to the other party in accordance with the "Notices" section of this agreement. Except as provided below, all obligations under this agreement shall cease at the expiration of thirty (30) calendar days from receipt of written notice by the non-terminating party of the notice of termination.
- 9.2 **Costs.** Sub-Grantee shall be paid for costs incurred at the time of termination, if any, and shall deliver to MSDH an invoice for costs incurred. It is expressly understood payment is subject to the "Availability of Funds" as stated in this agreement.
- 9.3 **Availability of Funds.** It is expressly understood and agreed that the obligation of the MSDH to proceed under this agreement is conditioned upon the availability of funds from the responsible party and/or the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, this agreement between the MSDH and Sub-Grantee shall be terminated upon notice by MSDH to Sub-Grantee of the same. Termination of this agreement due to lack of funding will be immediate following notice of such termination by MSDH to Sub-Grantee. The effective date of termination shall be as specified in the notice of termination.
- 9.4 **Notices.** Notices of termination and any other notices required to be given under this agreement by each party shall be mailed or e-mailed to the following addresses:

For Grantor

NAME: Melody Winston

TITLE: Communicable Diseases Director

ADDRESS: 570 East Woodrow Wilson, P.O. Box 1700
Jackson, MS 39215-1700

E-MAIL: Melody.Winston@msdh.ms.gov

TELEPHONE: 601-576-7725

For Sub-Grantee

NAME: Jennifer Shows

TITLE: Grant Coordinator

ADDRESS: P.O. Box 1898
Hattiesburg, MS 39403

E-MAIL: jshows@hattiesburgms.com

TELEPHONE: 601-545-4544

Section 10.0 Enforceability

- 10.1 **THIS AGREEMENT IS NOT FULLY EXECUTED OR LEGALLY BINDING UNTIL SIGNED BY THE MSDH CHIEF ADMINISTRATIVE OFFICER.** Any work performed prior to the full execution of this agreement may not be reimbursed.

IN WITNESS WHEREOF, this agreement is duly executed.

For the Mississippi State Department of Health

DocuSigned by:

Mitchell Adcock

C3DA7C66AD0A4EF

Chief Administrative Officer

For the State Health Officer

Agreement **EXECUTED** With This Signature

2/20/2019 | 10:56:01 AM CST

Date

For the SUB-GRANTEE:

Tony B. Mayor
Sub-Grantee Authorized Signature and Title

2/05/2019

Date

CONFLICTS OF INTEREST

(Please attach additional pages, as needed, to address each question)

1. List all other current agreements/contracts with MSDH. **Include** the dollar amount with the agreement/contract beginning and ending dates. If no other funds are received, please mark N/A.

MSDH Program Name	Dollar Amount	Beginning Date	Ending Date
N/A			

2. Please list each member's name of your organization's Board of Directors or other governing body (i.e., trustees, alderman, partners, owner).

Toby Barker, Mayor

Jeffrey George, Ward 1 Councilman

Deborah Delgado, Ward 2 Councilwoman

Carter Carroll, Ward 3 Councilman

Mary Dryden, Ward 4 Councilwoman

Nicholas Brown, Ward 5 Councilman

- a. Are any members of the governing body or project staff also MSDH employees? ☐ Yes ☒ No

If the answer is YES, please list the name of each employee and their position held with MSDH.

- b. Are any members of the governing body or project staff also spouses, parents, or children of MSDH employees? ☐ Yes ☒ No

If the answer is YES, please list the name of each employee and their position held with MSDH.

The above information was provided by:

Jennifer Shows

Grant Coordinator

12/21/2018

Print Name

Title

Date

And is true and correct to the best of my knowledge.

ADDITIONAL TERMS OF AGREEMENT

(Please use this page for addition, deletion or any other type of modification of the agreement; pages 1-7)

N/A

THESE ADDITIONAL TERMS OF AGREEMENT ARE NOT FULLY EXECUTED OR LEGALLY BINDING UNTIL SIGNED BY THE MSDH CHIEF ADMINISTRATIVE OFFICER. Any work performed prior to the full execution of this agreement may not be reimbursed.

IN WITNESS WHEREOF, this agreement is duly executed.

For the Mississippi State Department of Health:

Chief Administrative Officer
For the State Health Officer
Agreement **EXECUTED** With This Signature

Date

For the SUB-GRANTEE:

Sub-Grantee Authorized Signature and Title

Date

SCOPE OF WORK

See Attached

BUDGET AND JUSTIFICATION

(Please refer to the Sub-grantee Manual, SECTION IV, PAGE 12-13, for an example of the required budget and its justification.)

See Attached



City of Hattiesburg, MS

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

Master

File Number: 2019-105

File ID: 2019-105

Type: Regular Agenda Item

Status: Policy Agenda

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 01/30/2019

Brief Title: Media monitoring services agreement.

Final Action: 02/05/2019

Minute Book Number: MB 2019-28

Title:

Authorize Mayor to execute agreement between the City of Hattiesburg and TV Eyes Inc, for media monitoring services for the City of Hattiesburg for a cost not to exceed \$3,600.00.

Notes:

Agenda Date: 02/05/2019

Indexes:

Agenda Number: V.-10

Sponsors:

Enactment Date:

Attachments: TV Eyes Agreement

Enactment Number:

Contact:

Meeting Date: 02/05/2019

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/05/2019	Authorize				Pass
Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Authorize Mayor to execute agreement between the City of Hattiesburg and TV Eyes Inc, for media monitoring services for the City of Hattiesburg for a cost not to exceed \$3,600.00.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - George, Carroll, Dryden and Brown							
Nays: 0							
Abstain: 1 - Delgado							
Yea: 4 Council Member George Council President Carroll Council Vice President Dryden Council Member Brown							
Abstain: 1 Council Member Delgado							

Text of Legislative File 2019-105

Title

Authorize Mayor to execute agreement between the City of Hattiesburg and TV Eyes Inc, for media monitoring services for the City of Hattiesburg for a cost not to exceed \$3,600.00.

Summary

Media monitoring services agreement.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



Date: 30 January 2019

Licensing Agreement

Organization or Institution:

City of Hattiesburg

Mailing Address:

Primary Contact Name:

Contact's Telephone Number:

Contact's Email Address:

LICENSE FEES:

Service Options: (all subscriptions come with unlimited searches, unlimited watch terms and unlimited results)	Total Months:	Cost
TVEyes Media Monitoring Suite (MMS) subscription. 11/1/2019-10/31/2020	12	\$3,600 (one invoice up front)

TVEyes Federal Tax ID: #06-1555547

LICENSE AGREEMENT - TERMS AND CONDITIONS

1. **AGREEMENT TO PURCHASE.** This Agreement is entered into as of the date executed by TVEyes, Inc. ("Company" or "we") and the institution or organization identified on the Schedule of Licenses and Fees attached hereto ("Client" or "you"). We hereby agree to sell and you agree to purchase the number of TVEyes- Media Monitoring seats as identified on such Schedule ("the Licenses"). Client agrees to pay Company the fees and Company agrees to deliver the Licenses as set forth in this Agreement. Client may purchase additional seats from time to time by executing one or more supplemental Statement(s) of Licenses that will reference and be subject to the terms and conditions of this Agreement.
2. **TERM.** The term of this Agreement shall commence on the date executed by Company and extend for the period of time listed as length of term above. TVEyes reserves the right to change the fees associated with this Agreement at the conclusion of each Term.
3. **OWNERSHIP AND COPYRIGHT.** Company and its third party providers shall retain ownership of all rights in and to the Licenses. Client may not copy, license, sell, resell, transfer, distribute or otherwise exploit any of the foregoing and will use its best efforts to stop any unauthorized use thereof. The data provided is from proprietary sources and may be utilized for Client's internal research and analysis purposes only.
4. **CONFIDENTIALITY.** The parties agree that the terms of this Agreement shall remain confidential and shall not be divulged to any third party. Nothing in this paragraph shall be deemed to restrict Company's right to include Client's name in its promotional material (e.g., client lists).
5. **LIMITATION OF LIABILITY.** Neither party shall be liable to the other party for any loss of profit or other commercial injury, or any special incident, punitive or consequential damages under any cause of action arising out of or relating to this agreement, even if advised in advance of the possibility of such damages.
6. **ASSIGNMENT.** The Client may not assign the license(s) granted under this Agreement without the prior written consent of TVEyes.

7. RELATIONSHIP OF THE PARTIES. Nothing contained in this Agreement shall be deemed to create or constitute a partnership, joint venture, or relationship of principal and agent between the parties.
8. ENTIRE AGREEMENT. This Agreement, consisting of Schedule of Licenses and Fees and Terms and Conditions sets forth the entire agreement between the parties and supersedes any and all previous oral or written agreements or understandings between the parties. This Agreement may not be changed, modified or discharged, in whole or in part, except by a writing signed by both parties.
9. RENEWAL. Services provided under this agreement shall be provided for the term of the agreement. The services will automatically renew for a term of the same length unless (i) You provide TVEyes with written notice no later than sixty (60) days prior to the end of the term of your intention not to renew the service, or (ii) TVEyes provides you with written notice no later than sixty (60) days prior to the end of term of its intention not to renew the agreement. TVEyes reserves the right to increase service fees during any renewal term by up to 8% above the applicable pricing in the prior term.
10. INTEGRATION. TVEyes may, at the request of the client, provide integration to a third-party platform. This will include only search results. This integration will be available only to customers who maintain a contractual relationship with TVEyes. Further, TVEyes is not responsible for the claims made by third-party service providers related to the utilization of TVEyes, its services or its capture network.

Customer Acknowledgement (Initial) _____

PAYMENT SCHEDULE

An Invoice will be sent to the person or persons designated below upon execution of this Agreement, and except as expressly set out in this Agreement, will be due and payable in full to TVEyes Net 30 days from date of execution. A late payment fee of 1.5% per month will be applied to all past due balances. TVEyes reserves the right to terminate services if payment of the invoice amount is not received. The client shall have 5 days from the Delivery date within which to notify Company of any material non-conformity of the Licenses. Failure to timely respond shall be deemed acceptance.

Customer Acknowledgement (Initial) _____

REQUIRED INFORMATION The following individual has been designated by Client as the primary liaison for any financial obligations to Company described herein, and will be the recipient of any invoices submitted to Client.

Name/Title: _____
 Billing Address: _____
 Telephone: _____
 Fax: _____
 Email: _____
 Purchase Order #: _____

Agreement Acceptance:

The authorized signatories below, on behalf of their respective organizations, agree to the pricing and other terms outlined herein. This Schedule of Licenses and Fees and list of Terms and Conditions shall be collectively referred to as the "Agreement". All notices or other communications required or permitted under this Agreement shall be forwarded to the individuals named below.

[Client]
 Authorized
 Signature: _____
 Name/Title: _____
 Date: _____

[Company] TVEyes, Inc.
 Authorized
 Signature: _____
 Name/Title: Chris Catropa, Senior Account Executive

Mailing
Address:

Fax:

Email:

Mailing
Address:

Fax:

Email:

TVEyes Inc.
1150 Post Rd.
Fairfield, CT 06824
(203) 254-3600 x233

(203) 254-3605

ccatropa@tveyes.com



City of Hattiesburg, MS

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

Master

File Number: 2019-096

File ID: 2019-096

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester: Ann Jones

File Created: 01/29/2019

Brief Title: Authorize payments on the Tatum Park Soccer Fields
15 & 17 Lighting Project

Final Action: 02/05/2019

Minute Book Number: MB 2019-28-29

Title:

Acknowledge receipt of claim by Stuart C. Irby Co. against the Payment Bond executed by Granite RE, Inc. naming Buckhaults Electric Services as bond principal for the Tatum Park Soccer Fields 15 & 17 Lighting Project; Authorize payment to Granite RE, Inc. in the amount of \$94,917.87 in satisfaction of the claim by Stuart C. Irby Co., and payment to Buckhaults Electrical Service in the amount of \$38,082.13, the balance due on pay application No. 1, both payments to be made by manual check.

Notes:

Agenda Date: 02/05/2019

Indexes:

Agenda Number: V.-11

Sponsors:

Enactment Date:

Attachments: FW_ Tatum Park - Soccer Fields-email, Buckhaults Electric-Stuart Irby Claim Against Payment, Granite RE, Inc. Ltr-Notice of Claim, Performance Bond, Buckhaults Pay App No. 1, Buckhaults Contract - signed, Full and Final Release and Assignment

Enactment Number:

Contact:

Meeting Date: 02/05/2019

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	02/05/2019	Acknowledge				Pass

Action Text: A MOTION was made by Council Member Brown and seconded by Council Member George to Acknowledge receipt of claim by Stuart C. Irby Co. against the Payment Bond executed by Granite RE, Inc. naming Buckhaults Electric Services as bond principal for the Tatum Park Soccer Fields 15 & 17 Lighting Project; Authorize payment to Granite RE, Inc. in the amount of \$94,917.87 in satisfaction of the claim by Stuart C. Irby Co., and payment to Buckhaults Electrical Service in the amount of \$38,082.13, the balance due on pay application No. 1, both payments to be made by manual check.

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

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

Text of Legislative File 2019-096

Title

Acknowledge receipt of claim by Stuart C. Irby Co. against the Payment Bond executed by Granite RE, Inc. naming Buckhaults Electric Services as bond principal for the Tatum Park Soccer Fields 15 & 17 Lighting Project; Authorize payment to Granite RE, Inc. in the amount of \$94,917.87 in satisfaction of the claim by Stuart C. Irby Co., and payment to Buckhaults Electrical Service in the amount of \$38,082.13, the balance due on pay application No. 1, both payments to be made by manual check.

Summary

Authorize payments on the Tatum Park Soccer Fields 15 & 17 Lighting Project

Budget Information

002300.7240

From: [Jones, Ann](#)
To: [Waits, Sharon](#)
Subject: FW: Tatum Park - Soccer Fields
Date: Tuesday, January 29, 2019 2:28:16 PM
Attachments: [Buckhaults Electric-Stuart Irby Claim Against Payment.pdf](#)
[20181226161004.pdf](#)
[20190117115609.pdf](#)

From: Moran M. Pope, III [mailto:randypope@popelaw.com]
Sent: Tuesday, January 29, 2019 10:12 AM
To: Jones, Ann <annjones@hattiesburgms.com>
Subject: FW: Tatum Park - Soccer Fields

Ann,

I'm forwarding you an email from Clark Hicks concerning the Buckhaults Electric soccer field lights issue. As you can see, Clark investigated this and advises us that we can go ahead and pay the bonding company (Granite Re) \$94,917.87 which will reimburse them for paying Irby and also \$38,082.13 to Buckhaults Electric representing the difference in the amount approved for payment by the engineer and the amount paid to Granite Re (who paid Irby). The remaining \$31,800.00 we will hold as retainage until the engineer gives us the green light. As Clark alludes, we can discuss liquidated damages when application is made for the retainage. I'd like to get these two payments on the claims docket for the February 5 Council meeting.

This is exactly what I wanted Clark to do (sort it all out and give us a recommendation as to how to resolve it), and I'm pleased with the outcome.

Randy

Moran M. (Randy) Pope, III
Pope & Pope, P.A.
PO Box 17527
Hattiesburg, MS 39404-7527
601-268-9997
randypope@popelaw.com

This communication is privileged and confidential and is for the use of the intended recipient only. If you are not the intended recipient, please notify the sender immediately and permanently delete this communication.

From: Clark Hicks [mailto:clark@hicksattorneys.com]
Sent: Tuesday, January 29, 2019 9:13 AM
To: 'Moran M. Pope, III'
Cc: 'Lane Dossett'; 'Belynda Murphy'; geoffrey.crosby@neel-schaffer.com
Subject: Tatum Park - Soccer Fields

Randy --

I reviewed the paperwork submitted on this job and spoke by phone with Richard Buckhaults (contractor) and Geoffrey Crosby (architect).

I am satisfied that the city can approve payment as follows:

1. \$94,917.87 to Granite Re, Inc. (reimbursement for payment on the bond)
2. \$38,082.13 to Buckhaults Electric Service, LLC (difference between the \$133,000.00 approved for payment by the architect and the payment on the bond of \$94,917.87)

There remains a punch list and retainage to finish of \$31,800.00 (\$133,000.00 + \$31,800.00 = contract sum of \$164,800.00) and the issue of liquidated damages for delay. The architect will meet with the contractor on the punch list.

Clark

L. Clark Hicks Jr.
HICKS LAW FIRM, PLLC
P.O. Box 18350
Hattiesburg, MS 39404-8350
T: 601.544.6770
F: 601.544.6775
E: clark@hicksattorneys.com



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CLAIM AGAINST PAYMENT OR LIEN BOND; AND CLAIM AGAINST FUNDS HELD IN TRUST

OWNER OR PUBLIC AGENCY

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

LENDER, SURETY OR BOND COMPANY

Granite, RE, INC.
14001 Quilbrook Drive
Oklahoma City, OK 73134

BOND OR LIEN CLAIMANT

STUART C. IRBY CO.
P.O. BOX 1819
JACKSON, MS 39215-1819

GENERAL CONTRACTOR

Buckhaults Electric Service
600 Harrison Street
Ellisville, MS 39437

TO ALL BONDING COMPANIES, SURETIES, PRINCIPAL CONTRACTORS AND OWNERS OF THIS PROJECT:

Notice is hereby given that we are the claimant furnishing electrical materials on the enclosed lien claim for the work of improvement known as the **Tatum Park Soccer Facility**, located at **Parkway Blvd, Hattiesburg, MS 39401** for which you are one of the known lenders, bonding companies or sureties.

Such materials were contracted by **Buckhaults Electric Service, 600 Harrison Street, Ellisville, MS 39437**, who is one of the contractors for this job.

There is due to Stuart C. Irby Company the sum of **\$94,913.27** which has not been paid. This is to notify you that in the event payment is not made in full to our company, suit will be brought against the sureties of this project for recovery of said sum.

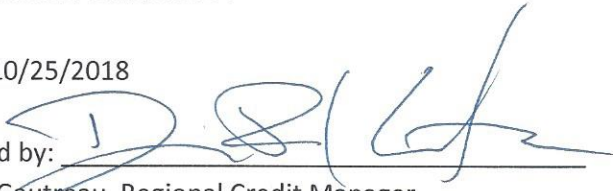
The time of the commencement of furnishing of materials was **07/30/2018**. The time of cessation of furnishing of materials was **10/26/2018**.

To the unpaid balance due of **\$94,913.27**, please add anticipated service charges, interest, court costs and attorney fees of reasonable cost.

Please acknowledge receipt of our claim and advise us how soon it will be paid in full. If you have any questions, please feel free to call me as soon as possible.

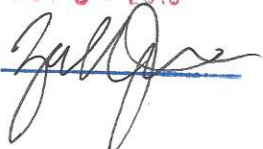
Bond Number: GRMS39804

Dated: 10/25/2018

Prepared by: 
Damon Gautreau, Regional Credit Manager
Stuart C. Irby Co.
Phone: (601) 292-4120

RECEIVED

OCT 30 2018

BY: 

CERTIFIED MAIL: # 7012 3460 0003

4309 3113



Surety Bonds for Contractors

December 18, 2018

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

RE: Principal: Buckhaults Electric Services
 Bond No: GRMS39804 Claim: 3454
 Obligee: City of Hattiesburg
 Project: Tatum Park Soccer Fields 15 & 17 Lighting

Dear Officials:

As you are aware, Granite Re, Inc. executed payment and performance bonds naming Buckhaults Electric Services (Buckhaults), as bond principal, and City of Hattiesburg, as bond obligee, in connection with the project identified above.

We have been made aware of potential claims from suppliers and/or subcontractors to our bond principal Buckhaults. As Granite Re, Inc. continues to investigate these matters and determine the merits of the claims, it is necessary to maintain the integrity of remaining contract funds which serve as the resource for the faithful payment of suppliers and subcontractors of the bond principal.

On behalf of Granite Re, Inc. surety for Buckhaults, this letter will serve to advise you that Granite Re, Inc., hereby demands the remaining contract funds be released only to Granite Re, Inc., the contract surety for the above referenced project.

Granite Re, Inc. through its contractual agreement of indemnity with the above identified principal and by the legal right of subrogation, maintain a priority interest in all contract funds to the extent of damages occasioned by potential claims against the surety's bonds.

Please be advised the contents of this letter and our investigation into this matter is without prejudice to the rights of all parties concerned and this correspondence is written while reserving all rights and defenses available to Granite Re, Inc. as a result of this bond undertaking without waiver, estoppel or admission of liability in whole or in part. Granite Re, Inc. continues to insist upon strict compliance with all terms and provisions of the bond and any statutes controlling its bond.

If you require any additional information please call.

Thank you,



Theresa Kiper
Sr. Claim Analyst
tkiper@granitere.com

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

Buckhaults Electric Service, LLC

(Name of Contractor)

600 Harrison Street, Ellisville, MS 39437

(Address of Contractor)

a Corporation

(Corporation, Partnership, or Individual)

hereinafter called Principal, and

Granite Re, Inc.

(Name of Surety)

14001 Quailbrook Drive, Oklahoma City, OK 73134

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

City of Hattiesburg

(Name of Owner)

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

(Address of Owner)

hereinafter called OWNER, in the penal sum of one hundred sixty-four thousand, eight hundred dollars and 00/100 Dollars, \$(164,800.00) 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 7th day of March 20 18, a copy of which is hereto attached and made a part hereof for the construction of :

Tatum Park – Soccer Fields #15 and #17 Lighting

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

NOW, THEREFORE, if the Principal shall promptly make payment of all taxes, licenses, assignments, contributions, damages, penalties, and interest thereon, when and as the same may lawfully be due the state of Mississippi, or any county, municipality, board, department, commission, or political subdivision thereof, by reason of and directly connected with the performance of said Contract or any part thereof as provided by Sections 27-65-1, 27-65-21, 27-67-301 and 31-5-3, supra, or any other applicable statute or other authority, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change,

00500-7

extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this statement is executed in 5 counterparts, each one of which shall be deemed an original, this the 7th day of March, 20 18.

ATTEST:

(Seal) _____
(Principal) Secretary

Kayla Howard
Witness as to Principal

600 Harrison Street
(Address)

Ellisville, MS 39437

ATTEST:

Trina Cobb
Witness as to Surety Trina Cobb
248 East Capitol Street, Ste. 1200
(Address)
Jackson, MS 39201

Buckhaults Electric Services, LLC

By Richard Buckhaults
Principal
600 Harrison Street
(Address)

Ellisville, MS 39437

Granite Re, Inc.

Surety
By Amanda Jean Charfauros
Amanda Jean Charfauros, Attorney-in-Fact
Resident MS Agent / Fisher Brown Bottrell Insurance, Inc.
(Address)
248 East Capitol Street, Ste. 1200
Jackson, MS 39201

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

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

00500-8

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS THAT

Buckhaults Electric Service, LLC

(Name of Contractor)

600 Harrison Street, Ellisville, MS 39437

(Address of Contractor)

a Corporation, hereinafter called Principal,
(Corporation, Partnership, or Individual)

and Granite Re, Inc.

(Name of Surety)

14001 Quailbrook Drive, Oklahoma City, OK 73134

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

City of Hattiesburg

(Name of Owner)

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

(Address of Owner)

hereinafter called OWNER, in the penal sum of one hundred sixty-four thousand, eight hundred dollars and 00/100 Dollars, \$(164,800.00) 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 7th day of March 20 18, a copy of which is hereto attached and made a part hereof for the construction of:

Tatum Park – Soccer Fields #15 and #17 Lighting

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

00500-9

IN WITNESS WHEREOF, this statement is executed in 5 counterparts, each one of which shall be deemed an original, this the 7th day of March, 20 18.

ATTEST:

(Seal) _____
(Principal) Secretary

Kayla Howard
Witness as to Principal

600 Harrison Street
(Address)

Ellisville, MS 39437

ATTEST:

Trina Cobb
Witness as to Surety Trina Cobb
248 East Capitol Street, Ste. 1200
(Address)
Jackson, MS 39201

Buckhaults Electric Services, LLC

By Richard Buckhaults
(Principal)

600 Harrison Street
(Address)

Ellisville, MS 39437

Granite Re, Inc.

Surety
By Amanda Jean Charfauros
Amanda Jean Charfauros, Attorney-In-Fact
Resident MS Agent / Fisher Brown Bottrell Insurance, Inc.
(Address)

248 East Capitol Street, Ste. 1200
Jackson, MS 39201

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

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

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

JIM A. ARMSTRONG; TRINA COBB; JERRY EUGENE HORNER, JR.; PEGGY L. JACKSON; JERRY G. VEAZEY, JR.; JASON J. YOUNG; BRODY ERIC BUCKLEY; STEPHEN WESLEY PRICE, JR; AMANDA JEAN CHARFAUROS its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

JIM A. ARMSTRONG; TRINA COBB; JERRY EUGENE HORNER, JR.; PEGGY L. JACKSON; JERRY G. VEAZEY, JR.; JASON J. YOUNG; BRODY ERIC BUCKLEY; STEPHEN WESLEY PRICE, JR; AMANDA JEAN CHARFAUROS may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 14th day of June, 2017.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



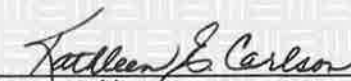

Kenneth D. Whittington, President


Kyle P. McDonald, Treasurer

On this 14th day of June, 2017, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2021
Commission #: 01013257




Notary Public

GRANITE RE, INC. Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this _____ day of _____, 20____.




Kyle P. McDonald, Secretary/Treasurer

December 12, 2018
N-S Project No. 8667-018-37

Lamar Rutland, P.E.
Engineering Director
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

REFERENCE: CONTRACTOR PROGRESS ESTIMATE #1
CITY OF HATTIESBURG, FORREST COUNTY
TATUM PARK – SOCCER FIELDS #15 & #17 LIGHTING

Dear Mr. Rutland:

Enclosed are three (3) Application and Certifications for Payment No. 1 for the referenced project. I have reviewed the Contractor's Application & Certification of Payment Request No. 1 and find the pay application to be in order. I, therefore, recommend payment to the contractor Buckhaults Electrical Service, LLC, in the amount of \$133,000.00 for work completed.

Please call me at 545-1565 if you have any questions or need additional information.

Sincerely,

NEEL-SCHAFFER, INC.



Geoffrey Crosby, P.E.
Senior Project Manager

GPC

Enclosures

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 2 PAGES

TO CONTRACTOR:
CITY OF HATTIESBURG
200 FORREST STREET
HATTIESBURG, MS 39401

PROJECT:
TATUM PARK- SOCCER FIELDS
15 & 17 LIGHTING

FROM SUBCONTRACTOR:
Buckhaults Electric Service
600 Harrison Street
Ellisville, MS 39437

VIA ARCHITECT:
NEEL-SCHAFER
704 HARDY STREET
HATTIESBURG, MS 39401

CONTRACT FOR: Electrical

APPLICATION NO: 1

Distribution to:
☐ OWNER
☐ ARCHITECT
☒ CONTRACTOR

PERIOD TO: 11/26/2018

PROJECT NOS: 2-8667.018-38

CONTRACT DATE: 43166

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	164,800.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	164,800.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	\$140,000.00
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	7,000.00
b. 5 % of Stored Material (Column F on G703)	\$	0
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	7,000.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	133,000.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	0.00
8. CURRENT PAYMENT DUE	\$	133,000.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	31,800.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

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

CONTRACTOR: Buckhaults Electric Service LLC

By: Richard Buckhaults Date: 11-26-18

State of Mississippi
Subscribed and sworn to before me this 26th day of November
Notary Public: Kayla Howard
My Commission expires: March 11, 2022



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 133,000.00

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

ARCHITECT: Jeffrey Luby

By: Jeffrey Luby Date: 12/12/2018

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

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1
APPLICATION DATE: 11/26/2018
PERIOD TO: 11/26/2018
ARCHITECT'S PROJECT NO: 2-8667.018-38

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
1	Admin	\$8,000.00	\$0.00	\$0.00			\$8,000.00	
2	Mobilization	\$800.00	\$0.00	\$200.00		\$200.00	\$600.00	
3	Pole & Pole Light Material	\$98,000.00	\$0.00	\$98,000.00		\$98,000.00		
4	Controls & Distribution Rack	\$10,000.00	\$0.00	\$4,000.00		\$4,000.00	\$6,000.00	
5	Underground Rough-In & Trenching	\$12,000.00	\$0.00	\$9,000.00		\$9,000.00	\$3,000.00	
6	Underground Wire Pulls & Terminations	\$36,000.00	\$0.00	\$28,800.00		\$28,800.00	\$7,200.00	
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GRAND TOTALS		\$164,800.00	\$0.00	\$140,000.00	\$0.00	\$140,000.00	\$24,800.00	

CONTRACT

TATUM PARK – SOCCER FIELDS 15 & 17 LIGHTING

CITY OF HATTIESBURG, MISSISSIPPI

This Contract, made this the 7th day of March, 2018, by and between the City of Hattiesburg, Mississippi, a municipal corporation, hereinafter called "Owner" and Buckhaults Electric, LLC doing business as a Corporation located at 600 Harrison Street, Ellisville, MS 39437 hereinafter called the "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. THE CONTRACTOR will commence and complete the "Tatum Park – Soccer Fields 15 & 17 Lighting" project in strict accordance with the Contract Documents and the Contract Drawings.
2. The Contractor will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will attain Final Completion within the contract time stipulated in the Advertisement for Bids unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The Contractor agrees to pay, as liquidated damages, the actual damages, costs, losses and expenses reasonably incurred by Owner for each consecutive calendar day that he shall be in default in attaining Final Completion within the time stipulated as provided herein.
3. The term "CONTRACT DOCUMENTS" means and includes Advertisement for Bids, Instructions to Bidders, Bidder's Proposal, Bid Bond, Contract, Payment Bond, Performance Bond, General Conditions, Supplementary Conditions, Technical Specifications, Contract Drawings, Notice of Award, Notice to Proceed, Addenda (if any), and all subsequent Change Orders, Supplemental Agreements and/or other modifications as if formally recopied in this Contract.
4. The Contractor agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Contract in good and workmanlike manner, strictly in accordance with said Contract Documents, Contract Drawings and other requirements of the Owner, and to the complete satisfaction of the Owner or his authorized representatives, and in accordance with the Laws of the state of Mississippi and the Ordinances of the Owner, for which the Owner hereby agrees to pay and the Contractor agrees to accept a sum of money in current funds equal to the contract amount of one hundred sixty-four thousand, eight hundred dollars and 00/100 (\$ 164,800.00) plus the amount of any supplemental agreements and force accounts for extra work authorized and duly set forth in a written change order approved and executed by the Owner and set forth in the public minutes of the Owner and in full compensation for furnishing all materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the nature of the work, or the action of the weather, and any and all other unforeseen obstructions or difficulties that may be encountered in the prosecution of the same, the Contractor assuming all risks of every kind and description in the performance of this Contract.

-
5. The Contractor shall protect, indemnify and save harmless the Owner from and against any and all damage, loss, claims, judgments or expenses, including but not limited to reasonable attorney's fees, which the Owner may suffer or be subjected to by the performance of the work, including but without limitation injury to or death of any person whomever and destruction or damage to any property whatsoever.
 6. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the state of Mississippi, in the sum of one hundred sixty-four thousand, eight hundred dollars and 00/100 (\$164,800.00).
 7. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the state of Mississippi, in the sum of one hundred sixty-four thousand, eight hundred dollars and 00/100 (\$164,800.00).
 8. The Contractor agrees to allow the Owner, or any of their duly authorized representatives, access to any books, documents, papers and records of the Contractor which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and Contractor agrees to insert an identical clause in any and all subcontracts.
 9. The Owner will pay to the Contractor in the manner and at such times and amounts as set forth in the Contract Documents.
 10. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
 11. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Contractor and the Owner may withhold any payments to the Contractor until such time as the exact amount of damages due the Owner from the Contractor is determined.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in 5 counterparts, each of which shall be deemed an original on the date first above written. (number)

OWNER

BY



ATTEST



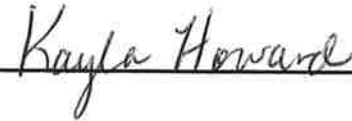
(Seal)

CONTRACTOR

BY



ATTEST



(Seal)

FULL AND FINAL RELEASE AND ASSIGNMENT

Claim No.	<u>3454</u>	Bond No.	<u>GRMS39804</u>
Principal:	<u>Buckhaults Electric Services</u>		
Obligee:	<u>City of Hattiesburg</u>		
Project:	<u>Tatum Park Soccer Fields 15 & 17 Lighting</u>		
Claimant:	<u>Stuart C. Irby Co.</u>		

In consideration of the payment of Ninety Four Thousand Nine Hundred Seventeen Dollars 87/100 (\$94,917.87) by Granite Re, Inc. ("Company"), and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, the Claimant undersigned hereby fully and finally releases, acquits, exonerates and discharges the owners of the Projects, the above Principal and Company and/or any and all affiliates, subsidiaries, divisions, successors, assigns, cosureties and/or reinsurers from any and all claims, causes of actions, suits, or liabilities ("Claims") whatsoever arising out of or in any way related to the above-referenced projects and bonds, or against Company as surety on the bonds. Claimant hereby agrees to dismiss any lawsuits filed with respect to the Claims and provide the Company documentation that it has done so.

In further consideration of the aforesaid payment, the undersigned hereby assigns, transfers and sets over to Company its above-mentioned Claims against Principal together with all of its right, title and interest in and to all lien rights in connection with any mechanic's lien, stop notice, verified claim, or notice to withhold which may have been filed by the undersigned against the properties which are the subject of the improvement or the funds due to or to become due Claimant for the construction of said work, and in and to any suit or suits brought by the undersigned to foreclose such mechanic's lien, stop notice, notice of claim, or notice to withhold; and the undersigned constitutes and appoints Company its true, lawful and irrevocable attorney to demand, receipt for and enforce payment of the said claims, and at its own expense to sue for the said sums so assigned either in the name of the undersigned, or in its own name.

As a further inducement to Company for making payment at this time, undersigned hereby agrees that all guarantees and warranties required under the terms of any contracts pertaining to the work, labor and materials furnished by the undersigned shall remain in full force and effect in accordance with their terms, but shall not be extended or enlarged hereby. Undersigned also agrees to provide any and all documents related to their work which is necessary for final acceptance of the project including but not limited to warranty documents, certified payroll, lien waivers, O&M manual or any other necessary documents.

The undersigned further warrants, certifies and represents that all just and lawful billings, accounts and/or amounts due all persons who have furnished labor, material, equipment or services to the undersigned or its subcontractors or suppliers employed in the performance of these contracts have been paid in full accordance, or will be paid in full from this payment, with the terms and conditions of the contracts and that there are no amounts for which the undersigned would be responsible under the said agreements, all amounts having been fully paid and other terms of the relevant subcontracts, material supply contracts or purchase orders or other agreements having been fully complied with by the undersigned. Further, undersigned agrees to indemnify and hold harmless Company from any and all loss, costs or expenses incurred in paying or defending any such claims made by any such persons.

Dated 1/22/19 Stuart Irby Representative
By: [Signature]
Print: Damon Gautreau
Its: Regional Credit Mgr.

TIN:

**THIS DOCUMENT MUST BE EXECUTED BEFORE A NOTARY PUBLIC
AND INCLUDE THE ATTACHED NOTARY ACKNOWLEDGMENT.**

State of MS
County of Rankin
On 1-22-19 before me, Damon Gautreau
DATE NAME, TITLE OF OFFICER - E.G. JANE DOE, NOTARY PUBLIC
personally appeared _____

☒ personally known to me -OR-

NAME(S) OF SIGNER(S)

☐ proved to me on the basis of
satisfactory evidence to be the
person(s) whose name(s) is/are
subscribed to the within
instrument and acknowledged
to me that he/she/they executed
the same in his/her/their
authorized capacity(ies), and
that by his/her/their signature(s)
on the instrument the person(s),
or the entity upon behalf of
which the person(s) acted,
executed the instrument.

WITNESS my hand and official seal.

Katherine L. Goree
Signature of Notary

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the
data below, doing so may prove invaluable to persons
relying on the document.

☐ INDIVIDUAL

☐ CORPORATE OFFICER(S)

TITLE(S)

☐ PARTNER(S)

☐ LIMITED

☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER: _____





City of Hattiesburg, MS

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

Master

File Number: 2019-092

File ID: 2019-092

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester: Randy Pope

File Created: 01/28/2019

Brief Title: receipt of and accept Appraisal Review Report for a portion of Parcel PPIN 26426

Final Action: 02/05/2019

Minute Book Number: MB 2019-29

Title:

Acknowledge receipt of and accept Appraisal Review Report for a portion of Parcel PPIN 26426 located in Forrest County for a sidewalk project. Approve Establishment of Just Compensation and declare Appraised Value of \$10,400 to be Fair Market Value pursuant to MS Code 43-37-3 and other applicable statutes.

Notes:

Agenda Date: 02/05/2019

Indexes:

Agenda Number: V.-12

Sponsors:

Enactment Date:

Attachments: 4th_street_just_compensation, 4th_street_appraisal

Enactment Number:

Contact:

Meeting Date: 02/05/2019

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/05/2019	Acknowledge				Pass
Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Acknowledge receipt of and accept Appraisal Review Report for a portion of Parcel PPIN 26426 located in Forrest County for a sidewalk project. Approve Establishment of Just Compensation and declare Appraised Value of \$10,400 to be Fair Market Value pursuant to MS Code 43-37-3 and other applicable statutes.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							

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

Text of Legislative File 2019-092

Title

Acknowledge receipt of and accept Appraisal Review Report for a portion of Parcel PPIN 26426 located in Forrest County for a sidewalk project. Approve Establishment of Just Compensation and declare Appraised Value of \$10,400 to be Fair Market Value pursuant to MS Code 43-37-3 and other applicable statutes.

Summary

[Enter Summary Here Without Parentheses]

Budget Information

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

Expenditure Type

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

Purchasing Item

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

Publication Information

[Please enter publication sites and dates]

MEMORANDUM

To: Mayor Toby Barker
Council President Carter Carroll, Ward 3
Councilman Jeffrey George, Ward 1
Councilwoman Deborah Delgado, Ward 2
Council Vice President Mary Dryden, Ward 4
Councilman Nicholas Brown, Ward 5

From: Randy Pope, City Attorney

Date: January 28, 2019

Re: Appraisal / Just Compensation

I am requesting the establishment of just compensation in the amount of \$10,400 for the property on W. 4th Street, identified as Parcel #2-028F-06-084.00, PPIN 26426 and declaration of fair market value of said compensation.

Please place this on the February 5, 2019 City Council agenda for consideration.

LAND APPRAISAL REPORT

File No.: **West 4th Street**

SUBJECT	Property Address: West 4th Street City: Hattiesburg State: MS Zip Code: 39401 County: Forrest Legal Description: See attached tax description																																																																																															
ASSIGNMENT	Assessor's Parcel #: 2-028F-06-084.00 Tax Year: 2017 R.E. Taxes: \$ 220.07 Special Assessments: \$ 0 Market Area Name: NW Hattiesburg Map Reference: 25620 Census Tract: 0009.00 Current Owner of Record: George Merritt Tax Company Borrower (if applicable): Project Type (if applicable): ☐ PUD ☐ De Minimis PUD ☐ Other (describe) HOA: \$ 0 ☐ per year ☐ per month Are there any existing improvements to the property? ☒ No ☐ Yes If Yes, indicate current occupancy: ☐ Owner ☐ Tenant ☐ Vacant ☐ Not habitable If Yes, give a brief description: N/A																																																																																															
	The purpose of this appraisal is to develop an opinion of: ☒ Market Value (as defined), or ☐ other type of value (describe) This report reflects the following value (if not Current, see comments): ☒ Current (the Inspection Date is the Effective Date) ☐ Retrospective ☐ Prospective Property Rights Appraised: ☒ Fee Simple ☐ Leasehold ☐ Leased Fee ☐ Other (describe) Intended Use: Valuation for purposes of City of Hattiesburg obtaining a permanent easement for sidewalk installation. Intended User(s) (by name or type): City of Hattiesburg/Lamar Rutland																																																																																															
	Client: City of Hattiesburg Address: P O Box 1898, Hattiesburg, MS 39403 Appraiser: Stan Lightsey, SRA Address: PO Box 15489, Hattiesburg, MS 39404-5489																																																																																															
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MARKET AREA DESCRIPTION	Market Area Comments: The area is bounded on the north and east by Highway 49, on the south by Hardy Street, and on the west by I-59. A great deal of the neighborhood area is taken up by the University of Southern Mississippi. There are commercial properties along Hardy Street and on North 38th-40th Avenues. There are a large number of multi unit and single unit properties in the area, as well. Most properties in the area appear to be receiving normal maintenance.																																																																																															
SITE DESCRIPTION	Dimensions: 107 x 34.5 x 107 x 43 Site Area: 4,146 sf Sq.Ft. Zoning Classification: R-3 Description: Multi unit residential Do present improvements comply with existing zoning requirements? ☐ Yes ☐ No ☒ No Improvements Uses allowed under current zoning: Multi Unit Dwellings/Single Unit Dwellings																																																																																															
	Are CC&Rs applicable? ☒ Yes ☐ No ☐ Unknown Have the documents been reviewed? ☒ Yes ☐ No Ground Rent (if applicable) \$ _____ / _____ Comments: Zoning restrictions apply.																																																																																															
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	Summary of Highest & Best Use: Based on the four tests of Highest and best Use, which are 1) legally permissible, 2) physically possible, 3) financially feasible, and 4) maximally productive, the Highest and Best Use of the subject site as vacant is estimated to be for a small multi unit building site or single unit building site.																																																																																															
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Gas	☒	☐	Willmut	Width	50 feet				Average for area																																																																																							
Water	☒	☐	City	Surface	Asphalt				Generally rectangular																																																																																							
Sanitary Sewer	☒	☐	City	Curb/Gutter	Concrete	☒	☐		Appears adequate																																																																																							
Storm Sewer	☒	☐	City	Sidewalk	None	☐	☐		Residential street																																																																																							
Telephone	☒	☐	Area providers	Street Lights	Electric	☒	☐																																																																																									
Multimedia	☒	☐	Area providers	Alley	None	☐	☐																																																																																									
Other site elements: ☒ Inside Lot ☐ Corner Lot ☐ Cul de Sac ☐ Underground Utilities ☐ Other (describe) FEMA Spec 1 Flood Hazard Area ☐ Yes ☒ No FEMA Flood Zone X FEMA Map # 28035C0104D FEMA Map Date 3/2/2010																																																																																																
Site Comments: As noted, the site is small but under present zoning would allow for construction of a small single unit dwelling or possibly a two unit dwelling with appropriate variance. This would likely not be the case following the taking of a portion of the property for a permanent easement for a sidewalk, which would render the remainder property as an uneconomic remnant.																																																																																																

File No.: West 4th Street

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Supplemental AddendumFile No. **West 4th Street**

Owner	George Merritt Tax Company				
Property Address	West 4th Street				
City	Hattiesburg	County	Forrest	State	MS Zip Code 39401
Client	City of Hattiesburg				

METHOD OF APPRAISAL

As noted, the subject is being valued to facilitate the taking of a permanent easement for a sidewalk project along West 4th Street by the City of Hattiesburg. Because of the subject site's small size, the remainder is likely to be an uneconomic remnant following the taking of the easement. Because of this, the appraiser has appraised the entire parcel and recommends that the City acquire the entire parcel. The value reported in this appraisal (\$10,400.00) would be the compensation due the owner for the taking of the entire parcel.

Assumptions, Limiting Conditions & Scope of Work

File No.: West 4th Street

Property Address: West 4th Street

City: Hattiesburg

State: MS

Zip Code: 39401

Client: City of Hattiesburg

Address: P O Box 1898, Hattiesburg, MS 39403

Appraiser: Stan Lightsey, SRA

Address: PO Box 15489, Hattiesburg, MS 39404-5489

STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
- The appraiser may have provided a plat and/or parcel map in the appraisal report to assist the reader in visualizing the lot size, shape, and/or orientation. The appraiser has not made a survey of the subject property.
- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements

applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.

- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database. Possession of this report or any copy thereof does not carry with it the right of publication.
- Forecasts of effective demand for the highest and best use or the best fitting and most appropriate use were based on the best available data concerning the market and are subject to conditions of economic uncertainty about the future.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):

File No.: West 4th Street

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USPAP ADDENDUM

File No. West 4th Street

Borrower			
Property Address	<u>West 4th Street</u>		
City	<u>Hattiesburg</u>	County	<u>Forrest</u>
		State	<u>MS</u>
		Zip Code	<u>39401</u>
Lender			

This report was prepared under the following USPAP reporting option:

- ☒ Appraisal Report This report was prepared in accordance with USPAP Standards Rule 2-2(a).
- ☐ Restricted Appraisal Report This report was prepared in accordance with USPAP Standards Rule 2-2(b).

Reasonable Exposure Time

My opinion of a reasonable exposure time for the subject property at the market value stated in this report is:

120-180 days based on MLS data

Additional Certifications

I certify that, to the best of my knowledge and belief:

- ☒ I have NOT performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- ☐ I HAVE performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.
- The statements of fact contained in this report are true and correct.
 - The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
 - Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
 - I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
 - My engagement in this assignment was not contingent upon developing or reporting predetermined results.
 - My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
 - My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
 - Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
 - Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Additional Comments

APPRAISER:

Signature: 

Name: Stan Lightsey, SRA

Date Signed: 12/11/2018

State Certification #: RA-16

or State License #: _____

State: MS

Expiration Date of Certification or License: 03/31/2019

Effective Date of Appraisal: 12/11/2018

SUPERVISORY APPRAISER: (only if required)

Signature: _____

Name: _____

Date Signed: _____

State Certification #: _____

or State License #: _____

State: _____

Expiration Date of Certification or License: _____

Supervisory Appraiser Inspection of Subject Property:

☐ Did Not ☐ Exterior-only from Street ☐ Interior and Exterior

FIRREA / USPAP ADDENDUM

Owner George Merritt Tax Company
Property Address West 4th Street
City Hattiesburg County Forrest State MS Zip Code 39401
Client City of Hattiesburg
Purpose _____

The purpose of the appraisal is to form an opinion of market value of the subject property for the taking of a permanent sidewalk easement.

Scope

In preparing this appraisal, the appraiser the subject site gathered and confirmed data on comparable land sales and listings, and applied the sales comparison approach to value.

Intended Use / Intended User

The intended use of this appraisal is for estimating compensation due the owner in the taking of a permanent easement on the subject property. The intended user is Mr. Lamar Rutland of the City of Hattiesburg.

History of Property

Current listing information: N/A

Prior sale: N/A

Exposure Time / Marketing Time

Based on MLS statistics, marketing and exposure time for the subject property are estimated to be 120-180 days.

Personal (non-realty) Transfers

N/A

Additional Comments**Certification Supplement**

1. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or an approval of a loan.
2. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

Appraiser(s): Stan Lightsey, SRA

Effective date / Report date:

12/11/2018

Supervisory Appraiser(s): _____

Effective date / Report date: _____

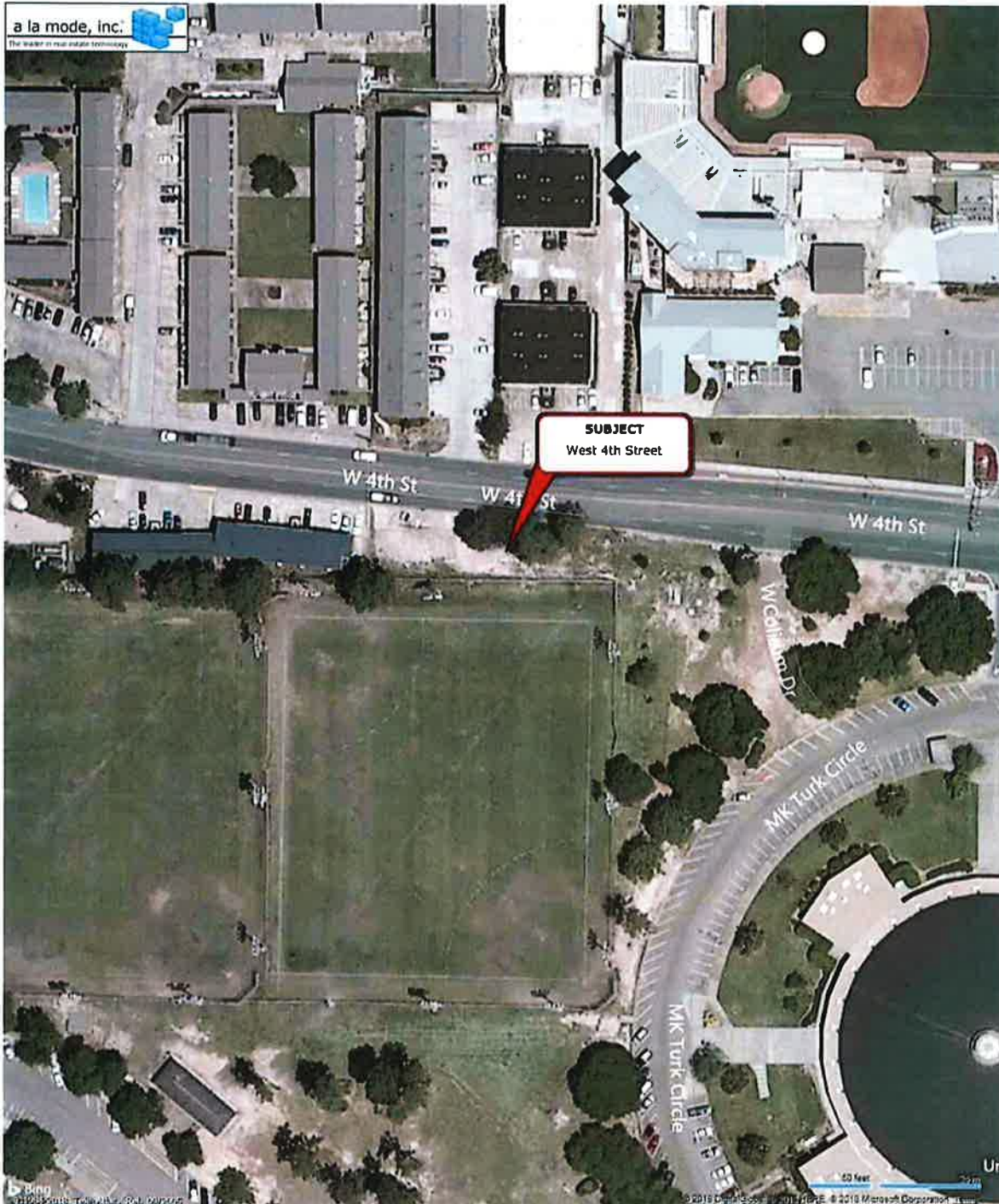
Location Map

Owner	George Merritt Tax Company				
Property Address	West 4th Street				
City	Hattiesburg	County	Forrest	State	MS Zip Code 39401
Client	City of Hattiesburg				



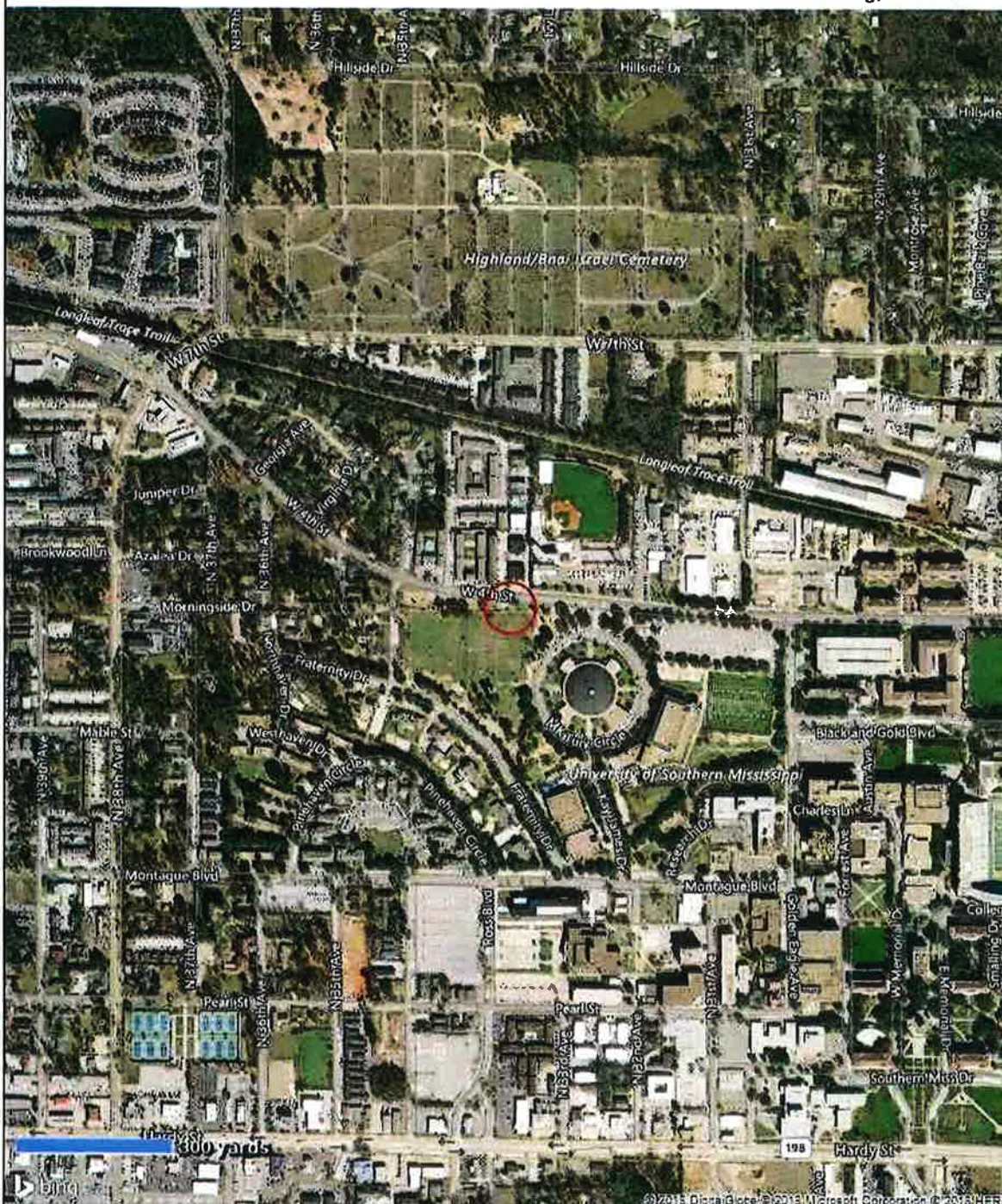
Location Map

Owner	George Merritt Tax Company					
Property Address	West 4th Street					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



Owner	George Merritt Tax Company				
Property Address	West 4th Street				
City	Hattiesburg	County	Forrest	State	MS Zip Code 39401
Client	City of Hattiesburg				

Prepared for: Lightsey and Associates
West 4th Street
Hattiesburg, MS 39401



FEMA Special Flood Hazard Area: No
Map Number: 28035C0104D
Zone: X
Map Date: March 02, 2010
FIPS: 28035

 Areas inundated by 500-year flooding
 Areas inundated by 100-year flooding
 Velocity Hazard

Produced by CineLapse®

 Protected Areas
 Floodway
 Subject Area

Plat Map



12/11/2018

Delta Computer Systems

Forrest County Mississippi



Delta Computer Systems, Inc.

Property Link

FORREST COUNTY, MS

Current Date 12/11/2018

Tax Year 2018

Records Last Updated 12/11/2018

PROPERTY DETAIL

OWNER GEORGE MERRITT TAX COMPANY
C/O SUZETTE MCINNIS
106 SUNLINE DR
BRANDON MS 39042

ACRES : **NA**
LAND VALUE : 8020
IMPROVEMENTS : **NA**
TOTAL VALUE: 8020
ASSESSED : 1203

PARCEL 2-028F-06-084.00**ADDRESS** W 4TH STREET**TAX INFORMATION**

YEAR 2018	TAX DUE	PAID	BALANCE
COUNTY	79.04	0.00	79.04
CITY	63.92	0.00	63.92
SCHOOL	77.11	0.00	77.11
TOTAL	220.07	0.00	220.07

Pay Tax

LAST PAYMENT DATE **NA****MISCELLANEOUS INFORMATION**

EXEMPT CODE	LEGAL
HOMESTEAD CODE None	BEG 107 E SW COR SW 1/4 SE 1/4
TAX DISTRICT 1110	E 107 N 34.5 WLY ALG 4TH ST
PPIN 026426	107 S 43 TO POB DB575 P600
SECTION 06	10/86
TOWNSHIP 04N	PREV #:H1010-00-090B
RANGE 13W	TAX DEED 663/641

Book **Page****PURCHASE COUNTY TAX SALE FILES****TAX SALES HISTORY, FOR UNPAID TAXES**

Year	Sold To	Redeemed Date/By
NO TAX SALES FOUND		

[View Appraisal Record](#)[Back](#)

[Forrest County Home](#) | [Chancery Court](#) | [Instrument Indexing](#) | [Online Property Tax Payments](#) | [Online Personal Property Tax Payments](#) | [Online Mobile Home Tax Payments](#) | [Online Car Tag Payments](#)
[Privacy Policy](#) | [Terms of Use](#) | [Contact Us](#) | [Help](#)

Photograph Addendum

Owner	George Merritt Tax Company					
Property Address	West 4th Street					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



View of Subject



View of Subject



Street Scene



City of Hattiesburg, MS

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

Master

File Number: 2019-091

File ID: 2019-091

Type: Regular Agenda Item

Status: Policy Agenda

Version: 2

Reference:

In Control: City Council

Requester: Randy Pope

File Created: 01/28/2019

Brief Title: Eminent Domain W. 4th St., Parcel
#2-028F-06-084.00, PPIN 26426

Final Action: 02/05/2019

Minute Book Number: MB 2019-29

Title:

Authorize city attorney to file Eminent Domain on behalf of the City of Hattiesburg to acquire property located on W. 4th St., Parcel #2-028F-06-084.00, PPIN 26426, for public purpose.

Notes:

Agenda Date: 02/05/2019

Indexes:

Agenda Number: V.-13

Sponsors:

Enactment Date:

Attachments: Memo - Eminent Domain authority

Enactment Number:

Contact:

Meeting Date: 02/05/2019

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	02/05/2019	Authorize				Pass
Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Authorize city attorney to file Eminent Domain on behalf of the City of Hattiesburg to acquire property located on W. 4th St., Parcel #2-028F-06-084.00, PPIN 26426, for public purpose.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2019-091

Title

Authorize city attorney to file Eminent Domain on behalf of the City of Hattiesburg to acquire property located on W. 4th St., Parcel #2-028F-06-084.00, PPIN 26426, for public purpose.

Summary

[Enter Summary Here Without Parentheses]

Budget Information

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

Expenditure Type

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

Purchasing Item

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

Publication Information

[Please enter publication sites and dates]

MEMORANDUM

To: Mayor Toby Barker
Council President Carter Carroll, Ward 3
Councilman Jeffrey George, Ward 1
Councilwoman Deborah Delgado, Ward 2
Council Vice President Mary Dryden, Ward 4
Councilman Nicholas Brown, Ward 5

From: Randy Pope, City Attorney

Date: January 28, 2019

Re: Eminent Domain Filing / Public Improvements

I am requesting permission to file eminent domain proceedings on behalf of the City of Hattiesburg to acquire property on W. 4th Street, identified as Parcel #2-028F-06-084.00, PPIN 26426, for public purpose.

Please place this on the February 5, 2019 City Council agenda for consideration.



City of Hattiesburg, MS

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

Master

File Number: 2019-079

File ID: 2019-079

Type: Regular Agenda Item

Status: Policy Agenda

Version: 1

Reference:

In Control: City Council

Requester: Anthony Parker

File Created: 01/25/2019

Brief Title: Asbury Foundation Grant Application - HPD K-9
Program Expansion

Final Action: 02/05/2019

Minute Book Number: MB 2019-29-30

Title:

Authorize submission of grant application to the Asbury Foundation of Hattiesburg for the Hattiesburg Police Department K-9 Program Expansion, in the amount of \$192,000; Authorize Mayor to execute in duplicate.

Notes: Please return by 2/19/2019.

Agenda Date: 02/05/2019

Indexes:

Agenda Number: V.-14

Sponsors:

Enactment Date:

Attachments: Proposal Summary, Budget & Narrative, Application
Cover Sheet 2018, Executed grant application HPD
K-9 Program Expansion

Enactment Number:

Contact:

Meeting Date: 02/05/2019

Drafter: Jennifer Shows

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/05/2019	Authorize				Pass
Action Text: A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Authorize submission of grant application to the Asbury Foundation of Hattiesburg for the Hattiesburg Police Department K-9 Program Expansion, in the amount of \$192,000; Authorize Mayor to execute in duplicate.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							

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

Text of Legislative File 2019-079

Title

Authorize submission of grant application to the Asbury Foundation of Hattiesburg for the Hattiesburg Police Department K-9 Program Expansion, in the amount of \$192,000; Authorize Mayor to execute in duplicate.

Summary

Grant application - Asbury Foundation - Hattiesburg Police Department K-9 Program Expansion

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Hattiesburg Police Department K-9 Program Expansion

Summary of Proposal

In order to better serve and protect the residents of Hattiesburg and surrounding counties, the Hattiesburg Police Department proposes to expand its current K-9 program to have a dual-purpose police dog readily available on each patrol shift. The Hattiesburg Police Department is requesting the funds from Asbury Foundation to purchase two additional police dogs and three SUVs to be outfitted as K-9 cruisers. Costs for the dogs and outfitted SUVs are estimated at \$192,000. Two officers currently employed with the Hattiesburg Police Department will be selected to partner with the two new dogs as their K-9 handlers. Two of the SUVs will be the assigned vehicles to the two new K-9 teams, and one of the SUVs will be assigned to a current K-9 team in need of a cruiser replacement.

Once the dogs are purchased and the K-9 officers are selected, the dog and officer teams will undergo an initial three-month training together with Sergeant Stephon Richardson at the Hattiesburg Police Department Training Academy. Any ongoing training will also be conducted at the Training Academy. In addition to assuming the cost of training the police dogs and K-9 handlers, the Hattiesburg Police Department will also assume the responsibility of providing for any other needs associated with the K-9 program, including equipment and supplies for the dogs, veterinary expenses, officer salaries, and vehicle fuel, maintenance, and repairs.

The Hattiesburg Police Department is comprised of over 100 police officers across four shifts. The current K-9 program in place consists of two dual-purpose dogs and one specialty-trained bomb detection dog. A dual-purpose dog is one that has been trained to detect drugs as well as apprehend criminals, while the only job of the bomb detection dog is to detect bombs. Since there are four patrol shifts and only two dual-purpose dogs, a K-9 officer is not always readily available when one is needed. When this situation occurs, the Hattiesburg Police Department has to request assistance from other agencies and wait for K-9 support, and valuable time is lost in the process. With the addition of two dogs, each patrol shift would benefit from having its own K-9 team. Police dogs provide a wide range of benefits and can be used for a variety of tasks. Not only are they skilled at detecting drugs, but they can also be used to apprehend criminals, conduct missing searches, protect officers, conduct building searches, locate evidence, identify suspects, assist with traffic stops, and participate in K-9 demonstrations at local schools. Expanding the K-9 program would also make the Hattiesburg Police Department more readily able to provide assistance to surrounding counties and law enforcement agencies in need of K-9 support.

Hattiesburg Police Department K-9 Program Expansion

Program Budget

Item	Cost per Unit	Quantity	Total Cost	Proposed Funding Source
Dog	\$6,000.00	2	\$12,000.00	Asbury Foundation
SUV - Outfitted	\$60,000.00	3	\$180,000.00	Asbury Foundation
Veterinary Services	\$2,555.00	2	\$5,110.00	Hattiesburg Police Department General Fund
TOTAL			\$197,110.00	

Total requested from Asbury Foundation: \$192,000

Budget Narrative

The only extra costs to the Hattiesburg Police Department will be the purchase of the dogs, the SUVs, and the estimated veterinary expenses incurred for the additional dogs. All other costs are already accounted for in the Police Department's budget. The Police Department already owns all the general supplies and equipment for the dogs, such as collars, leashes, bulletproof vests, and water and food bowls. Additionally, the Police Department already owns all of the equipment and supplies needed to train the dogs. The training of the dogs and officers will be conducted at the Hattiesburg Police Department's Training Academy by Sergeant Stephon Richardson, who is a certified K-9 trainer currently employed by the Police Department, so no extra cost will be incurred for training. The two K-9 handlers will be chosen from two officers who are currently employed by Hattiesburg Police Department, and the officers will not receive an increase in pay after becoming a K-9 handler. Additionally, the SUV K-9 cruisers will replace the vehicles currently being used by the officers, and the Hattiesburg Police Department has their own facility where they provide the maintenance, repairs, and fuel for the vehicles.

Dogs. Two untrained dogs will be purchased from approved breeders. These dogs will most likely be either German Shepherds or Belgian Malinois, as these are the most commonly utilized breeds for police dogs due to their abilities and personalities.

SUV – Outfitted. The Hattiesburg Police Department will purchase three outfitted Chevrolet Tahoes. Each outfitted SUV will include the standard police cruiser features such as tinting, stripes, lettering, a computer, radar, lights, sirens, radio, and other miscellaneous equipment. The extra features to accommodate the K-9 will include a kennel, temperature monitor, cooling system, and a door popper to release the dog (operated from a remote on the handler's belt).

Veterinary Services. Veterinary expenses for the two dogs will include check-ups, medical care, and food. The costs are estimated for one year.

COVER SHEET(You may reproduce this form on your computer.) Please fill out **completely**.Date of Application: 2/05/2019**ORGANIZATION INFORMATION**website: www.hattiesburgms.comCity of Hattiesburg - Hattiesburg Police Department

Legal Name of Organization

P.O. Box 1898

Address

jshows@hattiesburgms.com

Email address

Hattiesburg, MS 39403-1898

City, State, Zip

601-545-4544

Telephone

601-584-4885

FAX

Individuals Responsible:

Toby BarkerMayor601-545-4601

President or Chief Executive Officer

Title

Direct Dial Phone #

Jennifer ShowsGrant Coordinator601-545-4544

Contact person (if different)

Title

Direct Dial Phone #

Organization Description: (2-3 sentences)

The Hattiesburg Police Department was established in 1903 and is currently led by Chief of Police Anthony Parker. The Department consists of the Office of the Chief of Police, the Assistant Chief, Operations, Direct Support, and Administrative Bureaus. It is authorized a staff of 138 sworn and 108 non-sworn personnel.

Is your organization an IRS 501(c)(3) not-for-profit? YES X NO EIN# 64-6000432

If no, is your organization a public agency/unit
of government or religious institution: X YES NO

If no, name of fiscal agent (fiscal sponsor): City of Hattiesburg

AMOUNT AND TYPE OF SUPPORT REQUESTED

The dollar amount being requested: \$ 192,000

Funds are being requested for (make sure the funder provides the type of support you are requesting, then check the appropriate line):

X general operating support capital Other: _____
project support endowment
start-up costs technical assistance

If a project, give project duration May Month 2019 Year to April Month 2020 Year

If operating support, fiscal year: _____ Month _____ Year to _____ Month _____ Year

BUDGET

Total annual organization budget: \$ 13,180,686

Total project budget (for support other than general operating): \$ 197,110

PROPOSAL SUMMARY

(If operating or start-up support, relate to the organization. If project and other support, relate to the project.)

Project name (if applying for project support): Hattiesburg Police Department K-9 Program Expansion

Please give a 2-3-sentence summary of the request:

The Hattiesburg Police Department is requesting funds from the Asbury Foundation to expand its K-9 program with the purchase of additional dogs and SUVs to be outfitted as K-9 cruisers. The Hattiesburg Police Department will assume all costs for training, officer salaries, equipment and supplies for the dogs, veterinary expenses, and vehicle fuel, maintenance, and repairs.

Geographic area served: City of Hattiesburg Population served: 46,377

Disclose any relationship with a Board Member or Members: Three City Council members (Jeffrey George, Carter Carroll, and Mary Dryden) are acquainted with Bill Ray.

AUTHORIZATION

President or Chief Executive Officer and/or Board Chair (title): Mayor Toby Barker

Signature: _____

Hattiesburg Police Department K-9 Program Expansion

Summary of Proposal

In order to better serve and protect the residents of Hattiesburg and surrounding counties, the Hattiesburg Police Department proposes to expand its current K-9 program to have a dual-purpose police dog readily available on each patrol shift. The Hattiesburg Police Department is requesting the funds from Asbury Foundation to purchase two additional police dogs and three SUVs to be outfitted as K-9 cruisers. Costs for the dogs and outfitted SUVs are estimated at \$192,000. Two officers currently employed with the Hattiesburg Police Department will be selected to partner with the two new dogs as their K-9 handlers. Two of the SUVs will be the assigned vehicles to the two new K-9 teams, and one of the SUVs will be assigned to a current K-9 team in need of a cruiser replacement.

Once the dogs are purchased and the K-9 officers are selected, the dog and officer teams will undergo an initial three-month training together with Sergeant Stephon Richardson at the Hattiesburg Police Department Training Academy. Any ongoing training will also be conducted at the Training Academy. In addition to assuming the cost of training the police dogs and K-9 handlers, the Hattiesburg Police Department will also assume the responsibility of providing for any other needs associated with the K-9 program, including equipment and supplies for the dogs, veterinary expenses, officer salaries, and vehicle fuel, maintenance, and repairs.

The Hattiesburg Police Department is comprised of over 100 police officers across four shifts. The current K-9 program in place consists of two dual-purpose dogs and one specialty-trained bomb detection dog. A dual-purpose dog is one that has been trained to detect drugs as well as apprehend criminals, while the only job of the bomb detection dog is to detect bombs. Since there are four patrol shifts and only two dual-purpose dogs, a K-9 officer is not always readily available when one is needed. When this situation occurs, the Hattiesburg Police Department has to request assistance from other agencies and wait for K-9 support, and valuable time is lost in the process. With the addition of two dogs, each patrol shift would benefit from having its own K-9 team. Police dogs provide a wide range of benefits and can be used for a variety of tasks. Not only are they skilled at detecting drugs, but they can also be used to apprehend criminals, conduct missing searches, protect officers, conduct building searches, locate evidence, identify suspects, assist with traffic stops, and participate in K-9 demonstrations at local schools. Expanding the K-9 program would also make the Hattiesburg Police Department more readily able to provide assistance to surrounding counties and law enforcement agencies in need of K-9 support.

Hattiesburg Police Department K-9 Program Expansion

Program Budget

Item	Cost per Unit	Quantity	Total Cost	Proposed Funding Source
Dog	\$6,000.00	2	\$12,000.00	Asbury Foundation
SUV - Outfitted	\$60,000.00	3	\$180,000.00	Asbury Foundation
Veterinary Services	\$2,555.00	2	\$5,110.00	Hattiesburg Police Department General Fund
TOTAL			\$197,110.00	

Total requested from Asbury Foundation: \$192,000

Budget Narrative

The only extra costs to the Hattiesburg Police Department will be the purchase of the dogs, the SUVs, and the estimated veterinary expenses incurred for the additional dogs. All other costs are already accounted for in the Police Department's budget. The Police Department already owns all the general supplies and equipment for the dogs, such as collars, leashes, bulletproof vests, and water and food bowls. Additionally, the Police Department already owns all of the equipment and supplies needed to train the dogs. The training of the dogs and officers will be conducted at the Hattiesburg Police Department's Training Academy by Sergeant Stephon Richardson, who is a certified K-9 trainer currently employed by the Police Department, so no extra cost will be incurred for training. The two K-9 handlers will be chosen from two officers who are currently employed by Hattiesburg Police Department, and the officers will not receive an increase in pay after becoming a K-9 handler. Additionally, the SUV K-9 cruisers will replace the vehicles currently being used by the officers, and the Hattiesburg Police Department has their own facility where they provide the maintenance, repairs, and fuel for the vehicles.

Dogs. Two untrained dogs will be purchased from approved breeders. These dogs will most likely be either German Shepherds or Belgian Malinois, as these are the most commonly utilized breeds for police dogs due to their abilities and personalities.

SUV – Outfitted. The Hattiesburg Police Department will purchase three outfitted Chevrolet Tahoes. Each outfitted SUV will include the standard police cruiser features such as tinting, stripes, lettering, a computer, radar, lights, sirens, radio, and other miscellaneous equipment. The extra features to accommodate the K-9 will include a kennel, temperature monitor, cooling system, and a door popper to release the dog (operated from a remote on the handler's belt).

Veterinary Services. Veterinary expenses for the two dogs will include check-ups, medical care, and food. The costs are estimated for one year.

COVER SHEET(You may reproduce this form on your computer.) Please fill out **completely**.Date of Application: 2/05/2019**ORGANIZATION INFORMATION**website: www.hattiesburgms.comCity of Hattiesburg - Hattiesburg Police Department

Legal Name of Organization

P.O. Box 1898

Address

jshows@hattiesburgms.com

Email address

Hattiesburg, MS 39403-1898

City, State, Zip

601-545-4544

Telephone

601-584-4885

FAX

Individuals Responsible:

Toby BarkerMayor601-545-4601

President or Chief Executive Officer

Title

Direct Dial Phone #

Jennifer ShowsGrant Coordinator601-545-4544

Contact person (if different)

Title

Direct Dial Phone #

Organization Description: (2-3 sentences)

The Hattiesburg Police Department was established in 1903 and is currently led by Chief of Police Anthony Parker. The Department consists of the Office of the Chief of Police, the Assistant Chief, Operations, Direct Support, and Administrative Bureaus. It is authorized a staff of 138 sworn and 108 non-sworn personnel.

Is your organization an IRS 501(c)(3) not-for-profit?

YESX NO

EIN#

64-6000432

If no, is your organization a public agency/unit
of government or religious institution:

X

YES

NOIf no, name of fiscal agent (fiscal sponsor): City of Hattiesburg**AMOUNT AND TYPE OF SUPPORT REQUESTED**

The dollar amount being requested:

\$ 192,000

Funds are being requested for (make sure the funder provides the type of support you are requesting, then check the appropriate line):

X general operating supportcapital

Other: _____

project supportendowmentstart-up coststechnical assistanceIf a project, give project duration May Month 2019 Year to April Month 2020 Year

If operating support, fiscal year: _____ Month _____ Year to _____ Month _____ Year

BUDGET

Total annual organization budget:

\$ 13,180,686

Total project budget (for support other than general operating):

\$ 197,110**PROPOSAL SUMMARY**

(If operating or start-up support, relate to the organization. If project and other support, relate to the project.)

Project name (if applying for project support): Hattiesburg Police Department K-9 Program Expansion

Please give a 2-3-sentence summary of the request:

The Hattiesburg Police Department is requesting funds from the Asbury Foundation to expand its K-9 program with the purchase of additional dogs and SUVs to be outfitted as K-9 cruisers. The Hattiesburg Police Department will assume all costs for training, officer salaries, equipment and supplies for the dogs, veterinary expenses, and vehicle fuel, maintenance, and repairs.

Geographic area served: City of HattiesburgPopulation served: 46,377

Disclose any relationship with a Board Member or Members: Three City Council members (Jeffrey George, Carter Carroll, and Mary Dryden) are acquainted with Bill Ray.

AUTHORIZATIONPresident or Chief Executive Officer and/or Board Chair (title): Mayor Toby BarkerSignature: Toby Barker



City of Hattiesburg, MS

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

Master

File Number: 2019-107

File ID: 2019-107

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Ann Jones

File Created: 02/04/2019

Brief Title: Issue Quitclaim deed for 603 E. Pine Street to Shelby Van Every

Final Action: 02/05/2019

Minute Book Number: MB 2019-30

Title:

Approve payment and authorized manual check in the amount of \$2500.00 to Sho, LLC (Shelby Van Every) for taxes associated with property parcel 2-0291-10-060.00, 603 East Pine Street, and authorize city attorney to secure quitclaim deeds for the same to clear title.

Notes:

Agenda Date: 02/05/2019

Indexes:

Agenda Number: V.-15

Sponsors:

Enactment Date:

Attachments:

Enactment Number:

Contact:

Meeting Date: 02/05/2019

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 - Agenda Review	02/04/2019					
1	City Council	02/05/2019	Approve				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member George to Approve payment and authorized manual check in the amount of \$2500.00 to Sho, LLC (Shelby Van Every) for taxes associated with property parcel 2-0291-10-060.00, 603 East Pine Street, and authorize city attorney to secure quitclaim deeds for the same to clear title.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							

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

Text of Legislative File 2019-107

Title

Approve payment and authorized manual check in the amount of \$2500.00 to Sho, LLC (Shelby Van Every) for taxes associated with property parcel 2-0291-10-060.00, 603 East Pine Street, and authorize city attorney to secure quitclaim deeds for the same to clear title.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information



City of Hattiesburg, MS

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

Master

File Number: 2019-085

File ID: 2019-085

Type: Regular Agenda Item

Status: Routine Agenda

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 01/28/2019

Brief Title: 2018 PERS Actuarial Report.

Final Action:

Minute Book Number: MB 2019-31

Title:

Acknowledge receipt of the annual actuarial valuation report covering the participation of the City of Hattiesburg in the Mississippi Municipal Retirement System for the period ending June 30, 2018.

Notes:

Agenda Date: 02/05/2019

Indexes:

Agenda Number: VI.-1

Sponsors:

Enactment Date:

Attachments: 6-30-2018- Valuation

Enactment Number:

Contact:

Meeting Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/05/2019					

Text of Legislative File 2019-085

Title

Acknowledge receipt of the annual actuarial valuation report covering the participation of the City of Hattiesburg in the Mississippi Municipal Retirement System for the period ending June 30, 2018.

Summary

2018 PERS Actuarial Report.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



**REPORT ON THE ANNUAL VALUATION COVERING
THE PARTICIPATION OF THE CITY OF HATTIESBURG IN
THE MISSISSIPPI MUNICIPAL RETIREMENT SYSTEMS
PREPARED AS OF JUNE 30, 2018**



Cavanaugh Macdonald

CONSULTING, LLC

The experience and dedication you deserve

December 12, 2018

Board of Trustees
Mississippi Municipal Retirement Systems
429 Mississippi Street
Jackson, MS 39201-1005

Ladies and Gentlemen:

Presented in this report are the results of the annual actuarial valuation covering the participation of the City of Hattiesburg in the Mississippi Municipal Retirement Systems. The purpose of the valuation was to measure the System's funding progress and to determine the contribution rates necessary for the period beginning October 1, 2019. The results may not be applicable for other purposes.

The date of the valuation was June 30, 2018.

The valuation was based upon data, furnished by the Executive Director and the PERS staff, concerning active, inactive and retired members along with pertinent financial information. While not verifying data at the source, the actuary performed tests for consistency and reasonableness. The complete cooperation of the PERS staff in furnishing materials requested is hereby acknowledged with appreciation.

Your attention is directed particularly to the presentation of contribution rates on page 4 and the comments on page 5. Please note that with the adoption by the PERS Board in 2011 of a new funding policy which extended contributions beyond 2020 and generated an ultimate asset reserve level equal to projected benefit payments, we have calculated the contribution rates based on this new policy and the old funding policy. Ultimately, the municipality has the option of which contribution rate to set as their certified millage rate.

To the best of our knowledge, this report is complete and accurate. The valuation was performed by, and under the supervision of, independent actuaries who are members of the American Academy of Actuaries with experience in performing valuations for public retirement systems. The undersigned meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein.

The valuation was prepared in accordance with the principles of practice prescribed by the Actuarial Standards Board. We have reviewed the actuarial methods, including the asset valuation method, and continue to believe they are appropriate for the purpose of determining contribution rates.

Future actuarial results may differ significantly from the current results presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period or additional cost or contribution requirements based on the plan's funded status); and changes in plan provisions or applicable law. Since the potential impact of such factors is outside the scope of a normal annual actuarial valuation, an analysis of the range of results is not presented herein.

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Offices in Kennesaw, GA • Bellevue, NE



Board of Trustees
December 12, 2018
Page 2

This actuarial valuation was performed to determine the adequacy of statutory contributions to fund the plan. The asset values used to determine unfunded liabilities and funded ratios are not market values but less volatile market related values. A smoothing technique is applied to market values to determine the market related values. The unfunded liability amounts and funded ratios using the market value of assets would be different. The interest rate used for determining liabilities is based on the expected return on assets. Therefore, liability amounts in this report cannot be used to assess a settlement of the obligation.

The actuarial calculations were performed by qualified actuaries according to generally accepted actuarial procedures and methods. The calculations are based on the current provisions of the System, and on actuarial assumptions that are, in the aggregate, internally consistent and reasonably based on the actual experience of the System. In addition, the valuations were completed in compliance with the laws governing the System. Those laws state, as a financing objective, that contributions will be in amounts sufficient to maintain actuarial soundness for the system for all future years.

Respectfully submitted,

A handwritten signature in blue ink, reading 'Edward J. Koebel'.

Edward J. Koebel, EA, FCA, MAAA
Principal and Consulting Actuary

A handwritten signature in blue ink, reading 'Jonathan T. Craven'.

Jonathan T. Craven, ASA, EA, FCA, MAAA
Consulting Actuary

EJK/JTC:bdm



TABLE OF CONTENTS

<u>Section</u>	<u>Item</u>	<u>Page No.</u>
I	Summary of Principal Results	1
II	Membership Data	3
III	Actuarial Present Values	4
IV	Computed Employer Contribution Rate	4
V	Comments on Valuation	5
VI	Supplemental Disclosure Information	5
<u>Schedule</u>		
A	Statement of Actuarial Assumptions and Methods	9
B	Summary of Main Benefit Provisions	12
C	Detailed Tabulations of the Data	15
D	Glossary	18
E	The Nature of Actuarial Projections	19
F	Cash Flow Projections based on New Funding Policy	20



**REPORT ON THE ANNUAL VALUATION OF THE
CITY OF HATTIESBURG PARTICIPATION IN THE
MISSISSIPPI MUNICIPAL RETIREMENT SYSTEMS
PREPARED AS OF JUNE 30, 2018**

SECTION I – SUMMARY OF PRINCIPAL RESULTS

1. This report, prepared as of June 30, 2018, presents the results of the annual actuarial valuation of the City of Hattiesburg. For convenience of reference, the principal results of the valuation and a comparison with the preceding year's results are summarized below. The current valuation reflects benefit increases granted to retirees and amendments to the System, if any, effective through July 1, 2018.

SUMMARY OF PRINCIPAL RESULTS

VALUATION DATE	June 30, 2018	June 30, 2017
Active members included in valuation		
Number	1	1
Annual compensation	\$ 55,403	\$ 53,825
Retirees		
Number	143	147
Annual allowances	\$ 3,353,707	\$ 3,401,402
Assets		
Market related actuarial value	\$ 21,153,482	\$ 21,253,428
Market value	\$ 21,089,030	\$ 21,374,106
Unfunded employer liability	\$ 14,184,974	\$ 14,968,783
Value of Assessed Property	\$ 470,026,110	\$ 437,346,637

2. Actuarial present values for the City are shown in Section III.
3. Rate of contribution payable by the employer is given in Section IV, and comments on the valuation year are given in Section V.



4. The current funding policy was adopted by the Board in February, 2011. In this funding policy, contributions are extended past 2020 and an employer contribution rate, expressed as a millage rate tax applied to assessed property values, is established that will generate an ultimate asset reserve level equal to a reasonable percentage (initially 100% - 150%) of the next year's projected benefit payment. At that point, employer contributions are set equal to the fiscal year's projected benefit payments (basically on a pay as you go basis) and adjusted as necessary to maintain the assets at the established reserve level. This calculation is performed using projected cash flow analysis using the current market value of assets as of the valuation date, a 6.50% assumption on investment earnings and an assumption that assessed property values will remain level over time. Schedule F of this report shows the projected cash flow for the City, including the certified millage rates, based on the funding policy.
5. Although the development of the certified millage rates assume a 6.50% investment rate on cash flow, the development of liabilities and funding progress assume the Board-adopted investment return rate of 7.75%. Since the trust fund assets are commingled with the PERS trust fund assets, it has the same investment portfolio as the PERS System.
6. There were no changes to benefit provisions since the last valuation.
7. There were no changes in actuarial assumptions since the last valuation.
8. Schedule A details the actuarial assumptions and methods employed. Schedule B gives a summary of the benefit and contribution provisions of the plan.



SECTION II – MEMBERSHIP DATA

Data regarding the membership of the City of Hattiesburg for use as a basis for the valuation were furnished by the PERS office. The following tables summarize the membership of the system as of June 30, 2018 upon which the valuation was based. Detailed tabulations of the data are given in Schedule C.

Active Members

Number	Payroll	Salary	Group Averages	
			Age*	Service*
1	\$55,403	\$55,403	67.7	40.3

Retired Lives

Type of Benefit Payment	Number	Annual Benefits	Group Averages	
			Benefit	Age*
Retirement	101	\$2,678,492	\$26,520	67.7
Disability	6	78,455	13,076	66.6
Survivor	36	596,760	16,577	75.2
Total	143	\$3,353,707	\$23,452	69.5

* Years



SECTION III – ACTUARIAL PRESENT VALUES

The following exhibit shows the assets and liabilities of the City's retirement system as of the valuation date of June 30, 2018. The items shown in the exhibit are present values actuarially determined as of the valuation date.

MISSISSIPPI MUNICIPAL RETIREMENT SYSTEMS CITY OF HATTIESBURG ACTUARIAL PRESENT VALUES AS OF JUNE 30, 2018

Active Members	Retired Members	Total	Portion Covered by Future Active Member Contributions	Total Employer Liability	Assets Used in Valuation	Unfunded Employer Liability
\$457,289	\$34,881,167	\$35,338,456	\$ 0	\$35,338,456	\$21,153,482	\$14,184,974

SECTION IV – COMPUTED EMPLOYER CONTRIBUTION RATE

Mississippi Municipal Retirement Systems City of Hattiesburg Computed Employer Contribution Rates¹ June 30, 2018

Members Contributions ²	Certified Rate for Fiscal Year Ending 9/30/2019	Current Millage Rate Fiscal Year Ending 9/30/2019	<u>Computed Rates for 2019-2020 Fiscal Year</u>			Value of Assessed Property ⁵
			Pre-2011 Funding Policy Rate ³	Post-2011 Funding Policy Rate ⁴	Certified Rate for Fiscal Year Ending 9/30/2020	
10.00%	3.08	3.08	30.23	2.75	2.75	\$470,026,110

¹ Millage rates applied to assessed property

² % of Active Member Payroll

³ 2 Year level % amortization

⁴ Calculated using cash flow projections and 6.50% investment return assumption

⁵ This is the value of taxable property adjusted to reflect all property-related contributions

The System is funded through taxes levied on assessed properties.



SECTION V – COMMENTS ON VALUATION

1. Based on the Board funding policy, the millage rate established by the City must be set at a level that will ensure actuarial soundness of the System. As can be seen from the table on the previous page, the current millage rate for the fiscal year ending September 30, 2019 is greater than the certified rate for the fiscal year ending September 30, 2020 under the post-2011 funding policy. Therefore, if desired, the City can decrease their current millage rate to the certified millage rate for the fiscal year ending September 30, 2020.

SECTION VI – SUPPLEMENTAL DISCLOSURE INFORMATION

City of Hattiesburg

1. Governmental Accounting Standards Board (GASB) Statements No. 67 and 68 replaced Statement No. 25 and 27 for plan years beginning after June 15, 2013. The information required under the new GASB Statements will be issued in separate reports. The following supplemental disclosure information is provided for informational purposes only. One such item is a distribution of the number of employees by type of membership, as follows:

NUMBER OF ACTIVE AND RETIRED PARTICIPANTS AS OF JUNE 30, 2018

GROUP	NUMBER
Retired participants and beneficiaries currently receiving benefits	143
Terminated participants and beneficiaries entitled to benefits but not year receiving benefits	0
Active Participants	1
Inactive Participants	<u>0</u>
Total	144



2. The actuarial accrued liability is as follows:

Actuarial Accrued Liability

Actives	Retirees	Vested Terminated Members	Total Actuarial Accrued Liability	Actuarial Value of Assets	Unfunded Actuarial Accrued Liability
\$457,289	\$34,881,167	\$ 0	\$35,338,456	\$21,153,482	\$14,184,974

During the year ended June 30, 2018, the System experienced a net change of \$(883,755) in the actuarial accrued liability.

3. Another such item is the schedule of funding progress as shown below.

**SCHEDULE OF FUNDING PROGRESS
(\$ Thousands)**

Numbers shown above reflect all changes in benefit provisions, actuarial assumptions, and/or actuarial methods.

Plan Year Ended	(1) Actuarial Value of Assets	(2) Actuarial Liability (AAL) Entry Age	(3) Percent Funded (1)/(2)	(4) Unfunded AAL (2) – (1)	(5) Annual Covered Payroll	(6) Unfunded AAL as a Percentage of Covered Payroll (4)/(5)
09/30/09	\$24,340	\$39,166	62.1%	\$14,826	\$308	4,813.6%
09/30/10	22,892	38,779	59.0	15,887	260	6,110.4
09/30/11	21,940	38,274	57.3	16,334	210	7,778.1
09/30/12	20,487	37,820	54.2	17,333	156	11,110.9
06/30/13	19,968	37,105	53.8	17,137	94	18,172.8
06/30/14	20,826	36,598	56.9	15,772	95	16,602.1
06/30/15	21,715	37,102	58.5	15,387	98	15,701.0
06/30/16	21,288	36,520	58.3	15,232	51	29,866.7
06/30/17	21,253	36,222	58.7	14,969	54	27,720.4
06/30/18	21,153	35,338	59.9	14,185	55	25,790.9



4. The annual required contribution (ARC) of the employer as a dollar amount, determined in accordance with the parameters of GASB 25/27, is shown below.

**2018/2019 FISCAL YEAR
ANNUAL REQUIRED CONTRIBUTION (ARC)
BASED ON THE VALUATION AS OF JUNE 30, 2018**

ANNUAL REQUIRED CONTRIBUTION (ARC)		
Normal	\$	0
Accrued Liability		<u>1,549,927</u>
Total	\$	1,549,927

5. Additional information as of June 30, 2018 follows.

Valuation date	6/30/2018
Actuarial cost method	Entry age
Amortization method	Level dollar closed
Remaining amortization period	16 years
Asset valuation method	5-year smoothed market
Actuarial assumptions:	
Investment rate of return*	7.75%
Projected salary increases#	4.00% - 5.50%
*Includes price inflation at	3.00%
#Includes wage inflation at	3.25%
Cost of living adjustments	2.50% per year, not to exceed 30%.



SCHEDULE OF EMPLOYER CONTRIBUTION

Fiscal Year 10/1-9/30	Valuation Date	Annual Required Contribution	Percentage Contributed
2009-10	9/30/2009	\$1,411,127	124.7%
2010-11	9/30/2010	1,519,076	116.9
2011-12	9/30/2011	1,579,521	121.8
2012-13	9/30/2012	1,695,623	88.6
2013-14	6/30/2013	1,695,790	95.9
2014-15	6/30/2014	1,593,250	102.1
2015-16	6/30/2015	1,562,148	84.9
2016-17	6/30/2016	1,569,815	85.8
2017-18	6/30/2017	1,586,000	N/A
2018-19	6/30/2018	1,549,927	N/A



SCHEDULE A

STATEMENT OF ACTUARIAL ASSUMPTIONS AND METHODS

INTEREST RATE: 7.75% per annum, compounded annually (net after investment expenses) for prior funding policy rate determination and GASB disclosure.

6.50% per annum, compounded annually (net after investment expenses) for current funding policy rate determination.

PRICE INFLATION: 3.00% per annum, compounded annually.

SEPARATIONS FROM ACTIVE SERVICE: Representative values of the assumed annual rates of separation from active service are as follows:

Age	Withdrawal	Death		Disability	
		Non-Duty	Duty	Non-Duty	Duty
20	10.65%	.04%	.02%	.08%	.06%
25	8.64	.05	.03	.12	.12
30	6.87	.08	.04	.18	.26
35	4.86	.11	.05	.24	.52
40	2.97	.15	.07	.36	.60
45	1.44	.22	.09	.64	.54
50	0.24	.34	.14	1.10	.88
55		.44	.20	1.58	1.18
60		.51	.32	2.20	1.30
64		.57	.42	2.86	1.38

Service Retirement	
Years of Service	Percent
20	45.0%
21 – 28	17.5
29 – 33	35.0
34 and over	20.0
Age 65	100.0



SALARY INCREASES: 3.25% for wage inflation plus the following chart.

Ages	Merit and Seniority Salary Increase
Under 43	1.50%
43 – 47	1.00
48 – 52	0.50
53 and Over	0.00

DEATH AFTER RETIREMENT: The mortality table, for post-retirement mortality, used in evaluating allowances to be paid was the RP-2014 Healthy Annuitant Blue Collar Mortality Table projected with Scale BB to 2022 with male rates set forward one year and adjusted by 106% for males at all ages and as follows for females: 90% for ages less the 76, 95% for age 76, 105% for age 78, and 1.10% for ages 79 and greater. The RP-2014 Disabled Retiree Mortality Table set forward 4 years for males and 3 years for females was used for the period after disability retirement. This assumption is used to measure the probabilities of each benefit payment being made after retirement. Mortality improvement is anticipated under this assumption as recent mortality experience shows actual deaths 11.2% greater than expected under the selected table for non-disability mortality and 10.5% greater than expected under the selected table for disability mortality.

MARRIAGE ASSUMPTION: 85% married with the husband three years older than this wife.

VALUATION METHOD: Unfunded employer liabilities are amortized over a closed 30 year period from September 30, 1990 as a level percent of the municipality's assessed property valuation.

ASSESSED PROPERTY VALUE RATE OF INCREASE: 2.0% per annum, compounded annually used in determining the millage rate under the prior funding policy.

EXPENSE LOAD: 2.0% of employer contributions.



ASSET VALUATION METHOD: The actuarial value of assets recognizes a portion of the difference between the market value of assets and the expected actuarial value of assets, based on the assumed valuation rate of return. The amount recognized each year is 20% of the difference between market value and expected actuarial value. Actuarial value of assets was set equal to the market value on September 30, 2006, and smoothing commenced in 2007. Actuarial assets were allocated to individual cities in the same proportion that their market value of assets was to the total market value of assets for all cities.



SCHEDULE B

MISSISSIPPI MUNICIPAL RETIREMENT SYSTEMS

CITY OF HATTIESBURG

SUMMARY OF BENEFIT PROVISIONS EVALUATED

JUNE 30, 2018

The following summary presents the main provisions of the System in effect June 30, 2018, as interpreted in preparing the actuarial valuation. As used in the summary, "average compensation" means the average compensation of a member during the six month period prior to receipt of an allowance.

BENEFITS

Service Retirement

Condition for Retirement

A retirement allowance is payable to any member who retires and has completed at least 20 years of creditable service, regardless of age.

Any general employee member who has attained age 70 and any fireman or policeman who has attained age 65 shall be retired forthwith.

Amount of Allowance

The annual retirement allowance payable to a retired member is equal to:

1. 50% of average compensation, plus
2. 1.7% of average compensation for each year of credited service over 20.

The aggregate amount of (1) and (2) above shall not exceed 66-2/3% of average compensation regardless of service.

Disability Retirement

Condition for Retirement

A retirement allowance is payable to any member who is not eligible for a service retirement benefit but who becomes totally and permanently disabled, either physically or mentally, regardless of creditable service, if the disability is due to causes in the performance of duty. If the disability is not in the performance of duty, the member must have completed at least 5 years of creditable service to be eligible for retirement.



Amount of Allowance

The annual disability retirement allowance payable is equal to 50% of his salary at the time of retirement, if the disability is due to causes in the performance of duty.

If the disability is not in the performance of duty, the allowance is equal to 2.5% times credited service, not in excess of 20, times his salary at the time of retirement for firemen and policemen, and average compensation for general employees.

Death Benefit

Condition for Benefits

A benefit is payable upon the death of a member under the following conditions.

- (a) the member has retired,
- (b) the member is eligible to retire,
- (c) the death is in the line of duty, or
- (d) the death is not in the line of duty, but occurs after the member has 5 years of credited service.

The benefit is payable to the surviving spouse and to children under age 18, to dependent children through age 23 when full time students, and to dependent children of any age if handicapped.

Amounts of Benefits

The annual benefit payable under all conditions in the case of firemen and policemen and under other than condition (c) in the case of general employees, is equal to 2.5% of average compensation for each year of credited service up to 20 and 1.7% of average compensation for each year over 20, with a maximum benefit of 66-2/3% of average compensation.

For general employee members under condition (c), the annual benefit payable is equal to 50% of salary at the time of death.

Refund of Contributions

Upon a member's termination of employment for any reason before retirement, his accumulated contributions are refunded. Upon the death of a member who is not eligible for any other death benefit, his accumulated contributions, together with regular interest thereon, are paid to his beneficiary.

Minimum Allowances

The minimum monthly allowance paid to members, for all retirement and death benefits, is \$750.



**Post Retirement Adjustments
In Allowances**

The allowances of all retirees and beneficiaries are adjusted annually by a cost-of-living adjustment (COLA) of 2.5% per year (not to exceed 30%). This adjustment has been included in System liabilities.

**SCHEDULE C**

DETAILED TABULATIONS OF THE DATA
Mississippi Municipal Retirement System
City of Hattiesburg
Retirants & Beneficiaries as of June 30, 2018
Tabulated by Year of Retirement

Year of Retirement	No.	Annual Benefits excluding COLA	COLA	Total Annual Benefits	Average Monthly Benefit
2018	0	\$ 0	\$ 0	\$ 0	\$ 0
2017	0	0	0	0	0
2016	1	32,760	819	33,579	2,798
2015	0	0	0	0	0
2014	0	0	0	0	0
2013	1	41,880	4,188	46,068	3,839
2012	1	36,362	4,545	40,907	3,409
2011	0	0	0	0	0
2010	2	61,491	10,095	71,586	2,983
2009	0	0	0	0	0
2008	2	43,255	9,732	52,987	2,208
2007	4	121,012	28,761	149,773	3,120
2006	4	86,982	23,695	110,677	2,306
2005	6	124,403	35,355	159,758	2,219
2004	11	231,473	69,441	300,914	2,280
2003	6	126,520	37,956	164,476	2,284
2002	9	186,776	56,033	242,809	2,248
2001	3	85,125	25,537	110,662	3,074
2000	14	293,936	88,182	382,118	2,275
1999	1	18,767	5,630	24,397	2,033
1998	3	66,371	19,912	86,283	2,397
1997	6	144,708	43,411	188,119	2,613
1996	1	15,997	4,799	20,796	1,733
1995	4	70,928	21,279	92,207	1,921
1994	10	136,665	41,000	177,665	1,481
1993	6	106,137	31,842	137,979	1,916
1992	11	181,791	54,538	236,329	1,790
1991	3	48,590	14,577	63,167	1,755
1990	1	12,113	3,634	15,747	1,312
1989	1	11,323	3,397	14,720	1,227
1988	4	48,699	14,610	63,309	1,319
1987	6	56,740	17,023	73,763	1,024
1986	2	19,238	5,771	25,009	1,042
1985	5	71,018	21,306	92,324	1,539
1984 & Prior	15	135,061	40,518	175,579	975
Totals	143	\$ 2,616,121	\$ 737,586	\$ 3,353,707	\$ 1,954



Mississippi Municipal Retirement System

City of Hattiesburg

Total Benefits Payable June 30, 2018

Tabulated by Attained Ages of Benefit Recipients

Attained Age	Service Benefits		Disability Benefits		Survivor and Beneficiaries		Totals	
	No.	Annual Benefits	No.	Annual Benefits	No.	Annual Benefits	No.	Annual Benefits
Under 20								
20-24								
25-29								
30-34								
35-39								
40-44								
45-49								
50-54	1	\$25,918					1	\$25,918
55-59	17	480,021			1	\$11,700	18	491,721
60-64	21	628,780			1	28,150	22	656,930
65-69	20	592,210	5	\$65,551	6	117,073	31	774,834
70-74	18	392,527	1	12,904	4	65,492	23	470,923
75-79	18	436,905			13	232,132	31	669,037
80-84	4	61,402			10	130,513	14	191,915
85-89	2	60,729			1	11,700	3	72,429
90-94								
95								
96								
97								
98								
99								
100 & Over								
Total	101	\$2,678,492	6	\$78,455	36	\$596,760	143	\$3,353,707

Average age: 69.5 years

Average age at retirement: 47.5 years



Mississippi Municipal Retirement System
City of Hattiesburg
Total Active Member Data as June 30, 2018
Tabulated By Attained Age and Years of Service

Attained Age	Years of Service to Valuation Date							Totals	
	0-4	5-9	10-14	15-19	20-24	25-29	30 Plus	No.	Valuation Payroll
Under 20									
20-24									
25-29									
30-34									
35-39									
40-44									
45-49									
50-54									
55-59									
60 & Over							1	1	\$55,403
Totals							1	1	\$55,403

While not used in the financial computations, the following group averages are computed and shown because of their general interest.

Age: 67.7 years.

Service: 40.3 years.

Annual Pay: \$55,403.



SCHEDULE D

GLOSSARY

Actuarial Accrued Liability. The difference between (i) the actuarial present value of future plan benefits, and (ii) the actuarial present value of future normal cost. Sometimes referred to as "accrued liability" or "past service liability".

Accrued Service. The service credited under the plan which was rendered before the date of the actuarial valuation.

Actuarial Assumptions. Estimates of future plan experience with respect to rates of mortality, disability, turnover, retirement, rate or rates of investment income and salary increases. Decrement assumptions (rates of mortality, disability, turnover and retirement) are generally based on past experience, often modified for projected changes in conditions. Economic assumptions (salary increases and investment income) consist of an underlying rate in an inflation-free environment plus a provision for a long-term average rate of inflation.

Actuarial Cost Method. A mathematical budgeting procedure for allocating the dollar amount of the "actuarial present value of future plan benefits" between the actuarial present value of future normal cost and the actuarial accrued liability. Sometimes referred to as the "actuarial funding method".

Actuarial Equivalent. A series of payments is called an actuarial equivalent of another series of payments if the two series have the same actuarial present value.

Actuarial Present Value. The amount of funds presently required to provide a payment or series of payments in the future. It is determined by discounting the future payments at a predetermined rate of interest, taking into account the probability of payment.

Amortization. Paying off an interest-bearing liability by means of periodic payments of interest and principal, as opposed to paying it off with a lump sum payment.

Experience Gain (Loss). A measure of the difference between actual experience and that expected based upon a set of actuarial assumptions during the period between two actuarial valuation dates, in accordance with the actuarial cost method being used.

Normal Cost. The annual cost assigned, under the actuarial funding method, to current and subsequent plan years. Sometimes referred to as "current service cost". Any payment toward the unfunded actuarial accrued liability is not part of the normal cost.

Reserve Account. An account used to indicate that funds have been set aside for a specific purpose and are not generally available for other uses.

Unfunded Actuarial Accrued Liability. The difference between the actuarial accrued liability and valuation assets. Sometimes referred to as "unfunded accrued liability".

Valuation Assets. The value of current plan assets recognized for valuation purposes. Generally based on a market-related smoothing method.



SCHEDULE E

THE NATURE OF ACTUARIAL PROJECTIONS

Regular actuarial valuations measure the Retirement System's present financial position and contributions adequacy by calculating and financing the liabilities created by the present benefit program. This process involves discounting to present values the future benefit payments on behalf of present active and retired members and their survivors. However, valuations do not produce information regarding future changes in the makeup of the covered group or the amounts of benefits to be paid or investment income to be received – actuarial projections do.

Whereas valuations provide a snapshot of the retirement system as of a given date, projections provide a moving picture. Projected active and retired groups are developed from year to year by the application of assumptions regarding pre-retirement withdrawal from service, retirements, deaths and disabilities. Projected information regarding the retired life group leads to assumed future benefit payout. Combining future benefit payments with assumed contributions and expected investment earnings produces the net cash flow of the System each year, and thus end of year asset levels.

Projections are used for many purposes. Among them are (i) developing cash flow patterns for investment policy and asset mix consideration, (ii) exploring the effect of alternative assumptions about future experience, (iii) analyzing the impact on system funding progress of changes in the workforce, and (iv) examining the potential effect of changes in benefits on system financial activity.

Projection results are useful in demonstrating changing relationships among key elements affecting system financial activity. For example: how benefits payable and system assets will grow in future decades. Projections are not predictions of specific future events and do not provide numeric precision in absolute terms. For instance, cash flow projected to occur 10 years in the future will not be exact (except by coincidence), but understanding the changed relationships between future benefits payout and future investment income can be very useful.



SCHEDULE F

CASH FLOW PROJECTIONS BASED ON FUNDING POLICY



**Mississippi Municipal Retirement Systems
City of Hattiesburg**

Cash Flow Projection (Based on Post-2011 Funding Policy)

No Assumed Growth in Assessed Property, Certified Millage Rates, Assume 6.5% on Investments

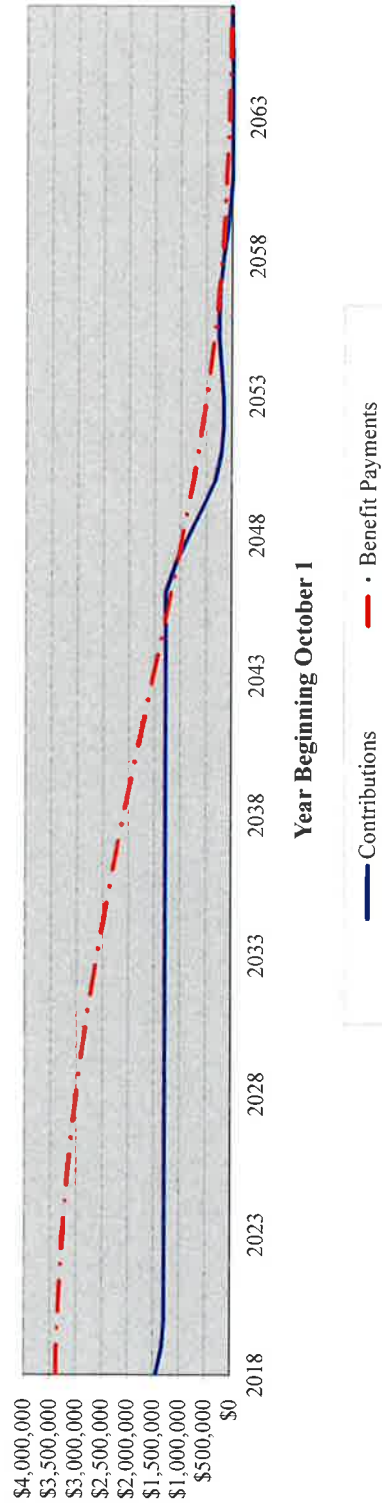
Year Beginning July 1	Value of Assessed Property	MVA Balance July 1	Millage Rate	Contributions	Benefit Payments	Investment Income	Cash Flow	MVA Balance June 30	Year Ending June 30
2018	\$470,026,110	\$21,089,030	0.00275	\$1,449,851	\$3,379,894	\$1,309,048	(\$620,995)	\$20,468,035	2019
2019	470,026,110	20,468,035	0.00275	1,331,349	3,368,436	1,265,259	(771,828)	19,696,207	2020
2020	470,026,110	19,696,207	0.00275	1,292,572	3,349,745	1,214,448	(842,725)	18,853,482	2021
2021	470,026,110	18,853,482	0.00275	1,292,572	3,325,714	1,160,439	(872,703)	17,980,779	2022
2022	470,026,110	17,980,779	0.00275	1,292,572	3,295,265	1,104,688	(898,005)	17,082,775	2023
2023	470,026,110	17,082,775	0.00275	1,292,572	3,260,736	1,047,422	(920,742)	16,162,033	2024
2024	470,026,110	16,162,033	0.00275	1,292,572	3,221,016	988,844	(939,600)	15,222,432	2025
2025	470,026,110	15,222,432	0.00275	1,292,572	3,176,024	929,210	(954,242)	14,268,190	2026
2026	470,026,110	14,268,190	0.00275	1,292,572	3,125,384	868,804	(964,008)	13,304,182	2027
2027	470,026,110	13,304,182	0.00275	1,292,572	3,068,695	807,957	(968,166)	12,336,016	2028
2032	470,026,110	8,533,919	0.00275	1,292,572	2,701,375	509,639	(899,164)	7,634,755	2033
2037	470,026,110	4,457,373	0.00275	1,292,572	2,206,304	260,500	(653,232)	3,804,142	2038
2042	470,026,110	1,968,569	0.00275	1,292,572	1,639,777	116,850	(230,355)	1,738,214	2043
2047	470,026,110	1,928,885	0.00227	1,100,457	1,068,737	126,392	158,112	2,086,997	2048
2052	470,026,110	1,287,047	0.00122	167,045	574,143	70,636	(336,462)	950,585	2053
2057	470,026,110	444,775	0.00051	229,172	241,846	28,505	15,831	460,606	2058
2062	470,026,110	274,079	0.00018	0	84,886	15,100	(69,786)	204,293	2063
2067	470,026,110	36,140	0.00007	22,676	32,672	2,029	(7,967)	28,172	2068



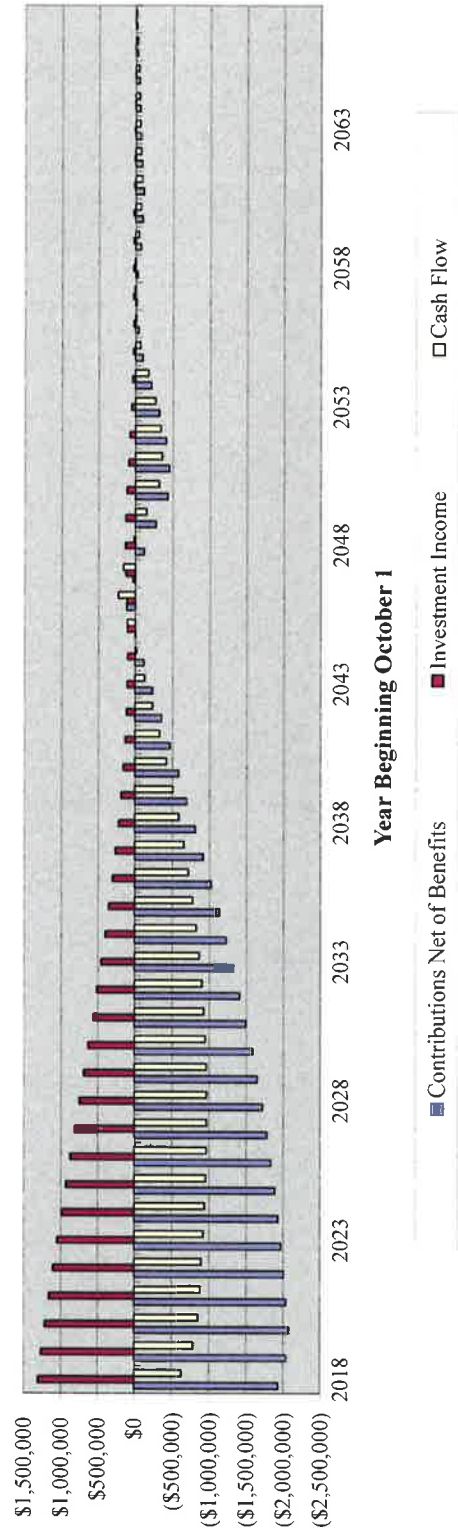
Mississippi Municipal Retirement Systems
City of Hattiesburg

50 Year Cash Flow Projection
Based on Valuation Assumptions

Projected Contributions and Benefits



Net Change in Asset Values





City of Hattiesburg, MS

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

Master

File Number: 2019-078

File ID: 2019-078

Type: Regular Agenda Item

Status: Routine Agenda

Version: 1

Reference:

In Control: City Council

Requester: Kermas Eaton

File Created: 01/25/2019

Brief Title: Acknowledge receipt of the unadvertised bid purchase docket report for the period of December 21, 2018 through January 24, 2019

Final Action:

Minute Book Number: MB 2019-31

Title:

Acknowledge receipt of the two quote bid purchase docket report for the period of December 21, 2018 through January 24, 2019 as provided for in Section 31-7-13 (b) of the Mississippi Code of 1972.

Notes:

Agenda Date: 02/05/2019

Indexes:

Agenda Number: VI.-2

Sponsors:

Enactment Date:

Attachments: Memo for Council, 2766 FINAL, 2770 FINAL, 2771 FINAL, 2775 FINAL, 2776 FINAL, 2777 FINAL, 2778 FINAL, UAB Docket

Enactment Number:

Contact:

Meeting Date: 02/05/2019

Drafter: Michael Pope

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/05/2019					

Text of Legislative File 2019-078

Title

Acknowledge receipt of the two quote bid purchase docket report for the period of December 21, 2018 through January 24, 2019 as provided for in Section 31-7-13 (b) of the Mississippi Code of 1972.

Summary

Acknowledge receipt of the unadvertised bid purchase docket report for the period of December 21, 2018 through January 24, 2019

MEMORANDUM

TO: Mayor and Council
FROM: Michael Pope
DATE: January 25, 2019
SUBJECT: Unadvertised Bid Docket Acknowledgement

Attached is the unadvertised bid docket for the period of December 21, 2018 through January 24, 2019, covering purchases requiring the obtaining of a minimum of two (2) bids as defined in Section 31-7-13 (B) of the Mississippi Code.

This report is submitted for your review, approval, and acknowledgement on the minutes of the City Council. Should there be any questions, please feel free to contact my office.

MAP

BILL TO: CITY OF HATTIESBURG
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-545-6661

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

POINT OF CONTACT:

VENDOR MAILING:
PACE ROOFING
16 TEMPLE RD
PETAL MS 39465-9502

LEWIS AKIRA
MINUTE BOOK # PENDING
VENDOR # 00079476

(601) 5454667

SHIP TO
CITY OF HATTIESBURG
GROUNDS MAINTENANCE
139 PARKWAY BLVD
HATTIESBURG MS 39401

Page
Date 01/02/19

PO No. 185571

Req No. 2766

PROCESSING CODE:

PROJECT LINE: TATUM SOCCER PAVILION-ROOF INSTALLATION SEND METHOD 1 (601)5445212

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
002300.6999	FURNISH AND INSTALL THE FOLLOWING ITEMS: REMOVE EXISTING METAL PANELS FURNISH AND INSTALL NEW METAL PANELS TO MATCH EXISTING PANEL RE-USE EXISTING RAKE METAL AND RIDGE METAL OVER THE OFFICE, CONCESSION STAND, AND RESTROOMS	1.00	EA	16,940.0000	16,940.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED

16,940.00

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

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

KERMAE EATON
CITY CLERK

PACE ROOFING
16 TEMPLE RD
PETAL MS 39465-9502

P.2

PRINTED NAME PACE ROOFING LLC

SIGNATURE [Signature] DATE 12-14-18

PROJECT LINE: TATUM SOCCER PAVILION-ROOF INSTALLATION

ITEM DESCRIPTION

FURNISH AND INSTALL
THE FOLLOWING ITEMS:
REMOVE EXISTING METAL PANELS
FURNISH AND INSTALL NEW METAL PANELS TO MATCH EXISTING PANEL
RE-USE EXISTING RAKE METAL AND RIDGE METAL
OVER THE OFFICE, CONCESSION STAND, AND RESTROOMS

6015445212

Date - 12/10/18
Order Number : 2766 OQ

Mail To : CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number : 601 5454512

Shipping terms are F.O.B. destination, freight prepaid

Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
12/10/18	1.00	EA				

TOTAL BID PRICE \$16,940



[Signature]

Pace Roofing, LLC

Dec 14 18 01:47p

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 12/19/18
Order Number 2766 OQBRAD BAGGET
dba BAGGCON CONSTRUCTION
123 S GEORGE ST
PETAL MS 39465Mail To: CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number 601 5454512

PRINTED NAME

Brad Baggett

SIGNATURE

DATE 20 Dec 18

PROJECT LINE: TATUM SOCCER DAVILION-ROOF INSTALLATION

Shipping terms are F.O.B. destination, freight prepaid

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
FURNISH AND INSTALL THE FOLLOWING ITEMS: REMOVE EXISTING METAL PANELS FURNISH AND INSTALL NEW METAL PANELS TO MATCH EXISTING PANEL RE-USE EXISTING RAKE METAL AND RIDGE METAL OVER THE OFFICE, CONCESSION STAND, AND RESTROOMS	12/10/18	1.00	EA		N/A	45 days	30 days

TOTAL BID PRICE 1769.22

BILL TO: CITY OF HATTIESBURG
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-545-6661

THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

P U R C H A S E O R D E R
CITY OF HATTIESBURG

POINT OF CONTACT:

PO No. 185614
Req No. 2770

Page Date 01/03/19

VENDOR MAILING:
KIRK AUTO WORLD INC
dba SUNSET CHRYSLER
PO BOX 1267
GRENADA MS 39402

WAGGONER, ROBIN
MINUTE BOOK # PENDING
VENDOR # 00111296

(601) 5454630

SHIP TO
CITY OF HATTIESBURG
WATER PLANT #2
900 JAMES STREET
HATTIESBURG MS 39401

PROJECT LINE: 2018 2500 CREW CAB 4X4 FOR DIRECTOR

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
009672.7450	2018 2500 CREW CAB 4X4	1.00	EA	30,000.0000	30,000.00
	*V8 SPEED AUTO TRANSMISSION				
	*VINYL SEATS				
	*ON/OFF ROAD TIRES				
	*LED BED LIGHTING				
	*CLEARANCE LIGHTS				
	*GRANITE CRYSTAL METALLIC				
	2018 2500 CC4X4				
	*POWER BLK TRAILER TOW MIRRORS				
	*LIMITED SLIP REAR END				
	*POWER EQUIPMENT GROUP				
	*POPULAR EQUIP GROUP				
	*CHROME APPEARANCE PACKAGE				
	*TRAILER BRAKE CONTROL				

PROCESSING CODE:

SEND METHOD 1 ()

TOTAL CONTRACT AMOUNT NOT TO EXCEED 30,000.00

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

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

KERMAE EATON
CITY CLERK

CITY OF BOSTON
QUOTE REQUEST FORM

31

CITY OF HATTIESBURG
PURCHASING DIVISION
P.O. BOX 1000 ST. 2ND FLOOR
HATTIESBURG MS 39401

Date: 12/27/18
 Order Number: 2770

PRINTED BY J. J. J. J. J.

Phone Number 601 545512

SIGNATURE 6/27/18 DATE 8/1/27/21 EALNO

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE 2018 2500 CREW CAB 4X4 FOR DIRECTOR

ITEM DESCRIPTION:

Request:

WJ AUTO

[illegible]

Extended
lost

Delivery Date	12/22/18	Expired Date	11/10/19
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NOISSIMNEN

2025

TOTAL BID PRICE £30,000.00



1/3/19

20

11/2/19

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 12/27/18
Order Number 277C QKIEK AUTO WORLD INC
dba SUNSET CHRYSLER DODGE
PO BOX 1267 39402
GRENADE MS

Mail To

CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST 2ND FLOOR
PO BOX 1899
HATTIESBURG MS 39401PRINTED NAME WES MENDUCCI

Phone Number 601 5454512

SIGNATURE WES MENDUCCI DATE 12/28/18

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE 2018 2500 CREW CAB 4X4 FOR DIRECTOR

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
2018 2500 CREW CAB 4X4	12/20/18	1.00	EA	30,000	30,000	12/28/18	1/16/19
2500 CREW CAB 4X4 6 SPEED AUTO TRANSMISSION VINYL SEATS ON/OFF ROAD TIRES LED RED LIGHTS CLEARANCE LIGHTS GRANITE CRYSTAL METALLIC							
POWER BLK TRAILER TOW MIRRORS LIMITED SLIP REAR END POWER EQUIPMENT GROUP POPULAR EQUIPMENT GROUP CHROME APPROPRIATE PACKAGE TRAILER BRAKE CONTROL							

TOTAL BID PRICE \$ 30,000.00

ARL

1/2/19

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date - 12/27/18
Order Number 2770 OQPINE BELT CDJR, INC
401 BROADWAY DR
PO BOX 71
HATTIESBURG MS 39403-0071Mail To CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401PRINTED NAME Timbelst CDR

Phone Number . . 601 5454512

SIGNATURE *Timbelst CDR* DATE 12/28/18

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: 2018 2500 CREW CAB 4X4 FOR DIRECTOR

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
2018 2500 CC4X4 2018 2500 CREW CAB 4X4 *V8 *6 SPEED AUTO TRANSMISSION *VINYL SEATS *ON/OFF ROAD TIRES *LED BED LIGHTING *CLEARANCE LIGHTS *GRANITE CRYSTAL METALLIC	12/20/18	1.00	EA	30,649.00	---	12/20/18	---
*POWER BLK TRAILER TOW MIRRORS *LIMITED SLIP REAR END *POWER EQUIPMENT GROUP *POPULAR EQUIP *CHROME APPEARANCE PACKAGE *TRAILER BRAKE CONTROL						would have to order	

TOTAL BID PRICE 30,649.00

BILL TO: CITY OF HATTIESBURG
 CITY OF HATTIESBURG
 ACCOUNTING DEPT
 PO BOX 1898
 HATTIESBURG, MS 39403-1898
 FAX INVOICE TO: 601-545-6661

Page 1
 Date 01/22/19
 PO No. 186051
 Req No. 2771

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

VENDOR MAILING:
 HARCROS CHEMICALS INC
 1480 TELEGRAPH RD
 MOBILE AL 36610-1867

WAGGONER ROBIN
 MINUTE BOOK # PENDING
 VENDOR # 90014701

(601) 5454630
 SHIP TO:
 CITY OF HATTIESBURG
 WATER PLANT #2
 900 JAMES STREET
 HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: 50LB BAGS SODIUMFLUOROSILLICATE FOR WATERPLANTS

SEND METHOD 1 (251)4575335

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
009673.5130	SODIUM FLUOROSILLIC SODIUM FLUOROSILLICATE 12 PALLETS 50 BAGS (50LB) -- 600 50#BAGS	600.00	EA	35.0000	21,000.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED

21,000.00

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

THIS PO NUMBER MUST APPEAR
 ON ALL PACKAGES & INVOICES.

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

KERMAS EATON
 CITY CLERK

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 1/10/19
Order Number 2771 00

HARCROS CHEMICALS INC
1480 TELEGRAPH RD
MOBILE AL 36610-1867

CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number 601 5454512

Shipping terms are F.O.B. destination, freight prepaid

PRINTED NAME Sean Kessler
SIGNATURE Sean Kessler DATE 1/17/19

PROJECT LINE: 50LB BAGS SODIUMFLUOROSILLICATE FOR WATERPLANTS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
SODIUM FLUOROSILLIC SODIUM FLUOROSILLICATE 12 PALLETS 50 BAGS (50LB) -- 600 50#BAGS	12/21/18	600.00	EA	70/08	\$21000	2/28	2/28

TOTAL BID PRICE \$21000



CRK

1/22/19

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 12/26/19
Order Number 2771 00IDEAL CHEMICAL & SUPPLY C
4025 AIR PARK STREET
MEMPHIS TN 38118Mail To: CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Elizabeth McLemore

Phone Number 601 5454512

SIGNATURE EMcLemore DATE 12/28/18

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: 50LB BAGS SODIUMFLUOROSILICATE FOR WATERPLANTS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
SODIUM FLUOROSILICATE SODIUM FLUOROSILICATE 12 PALLETS 50 BAGS (50LB)	12/21/18	600.00	EA	\$0.985 per lb (\$46.25 per 50-lb bag)	\$27,750.00	as needed	12/31/2019

TOTAL BID PRICE \$27,750.00

IDEAL® INDUSTRIAL CHEMICALS • SINCE 1932 • TEXTILE CARE SUPPLIES

4025 AIR PARK STREET
MEMPHIS, TN 38118
901/363-7720
800/232-6776

106 WARE STREET
JACKSON, MS 39208
601/932-4920
800/824-0356

5800 JEFFERSON HWY, SUITE B
HARRAHAN, LA 70123
504/733-3531
800/233-6776

3848 INDUSTRIAL CIRCLE
BOSSIER CITY, LA 71112
318/746-1140
800/231-6776

BILL TO: CITY OF HATTIESBURG
 ACCOUNTING DEPT
 PO BOX 1898
 HATTIESBURG, MS 39403-1898
 FAX INVOICE TO: 601-545-6661

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

POINT OF CONTACT:

PARKER, ANDY
 MINUTE BOOK # PENDING
 VENDOR # 00014428

VENDOR MAILING:
 DEEP SOUTH TRUCK & EQUIP SALES INC
 PO BOX 261
 SEMINARY MS 39479-0261

Page Date 01/09/19
 PO No. 185732
 Req No. 2775

SHIP TO
 CITY OF HATTIESBURG
 HIGHLAND CEMETERY
 3401 W 7TH STREET
 HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: DUMP TRUCK FOR URBAN FORESTRY CREW
 Account # Description QTY UNIT COST TOTAL COST
 001553.7440 DUMP TRUCK 1.00 EA 32,900.0000 32,900.00
 2008 OR NEWER DUMP TRUCK, 4300 OR LARGER SINGLE AXLE CHASSIS

DIESEL ENGINE, ALLISON AUTOMATIC TRANSMISSION, 16FT OR
 LARGER DEBRIS DUMP BODY-STEEL

TOTAL CONTRACT AMOUNT NOT TO EXCEED 32,900.00

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

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

KERMAS EATON
 CITY CLERK

TO: J. OF HATTIESBURG
 1000 S. G. DIVISION
 200 W. PARKER ST. S.W. PLACE
 HATTIESBURG, MS 39401

FROM: To

Phone Number: 601 5454512

2005 DUMP TRUCK & ENGINE
 ETS TRAILER
 SEMINAR IN 2004/09 2004

PRINTED NAME: *Christopher Sullivan*
 SIGNATURE: *Christopher Sullivan*

DATE: 1-9-19

PROJECT LINE: DUMP TRUCK FOR JRSAN FORESTRY CREW

ITEM DESCRIPTION

DUMP TRUCK
 2005 1/2 TON DUMP TRUCK, 4300 OR LARGER SINGLE AXLE, 16FT OR
 DIESEL ENGINE, ALLISON AUTOMATIC TRANSMISSION, 16FT OR
 LARGER DEBRIS DUMP BODY-STEEL

QUANTITY	UNIT	UNIT PRICE	EXTENDED COST	DELIVERY DATE	EXPIRED DATE
1	ON EA	\$32,900	\$32,900	1-10-19	1-16-19

TOTAL BID PRICE: \$32,900.00



Andy Parker

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 1/08/19
Order Number 2775 OQDEEP SOUTH TRUCK & EQUIP
PO BOX 261
SEMINARY MS 39479-0261Mail To: CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number : 601 5454512

PRINTED NAME Crawford Sullivan
SIGNATURE *Crawford Sullivan* DATE 1-9-19

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: DUMP TRUCK FOR URBAN FORESTRY CREW

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
DUMP TRUCK 2008 OR NEWER DUMP TRUCK, 4300 OR LARGER SINGLE AXLE CHASSIS	01/08/19	1.00	EA	\$ 32,900	\$ 32,900	1-10-19	1-16-19

DIESEL ENGINE, ALLISON AUTOMATIC TRANSMISSION, 16FT OR
LARGER DEBRIS, DUMP BODY-STEEL

TOTAL BID PRICE \$32,900.00

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 1/08/19
Order Number 2775 OQ

PREMIER TRUCK CENTER FLOR
1313 17TH ST EAST
PALMETTO FL 34221

Mail To . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Gene Graham

Phone Number . . 601 5454512

SIGNATURE [Signature] DATE _____

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: DUMP TRUCK FOR URBAN FORESTRY CREW

208 International 4400 ITEM DESCRIPTION 213,334 miles
DUMP TRUCK Request Date 01/08/19
2008 OR NEWER DUMP TRUCK, 4300 OR LARGER SINGLE AXLE CHASSIS

DIESEL ENGINE, ALLISON AUTOMATIC TRANSMISSION, 16FT OR
LARGER DEBRIS DUMP BODY-STEEL

- New 22' Dump Body
- Price includes delivery

QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
1.00	EA	<u>\$34,900.00</u>	<u>\$35,099.00</u>	<u>1-18-19</u>	<u>1-18-19</u>

TOTAL BID PRICE \$35,099.00

BILL TO: CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-545-6661

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

POINT OF CONTACT:

VENDOR MAILING:
PACE ROOFING
16 TEMPLE RD
PETAL MS 39465-9502

JONES, ANN
MINUTE BOOK # PENDING
VENDOR # 00079476

(601) 5454661

SHIP TO:
CITY OF HATTIESBURG
SEE BELOW FOR DELIVERY

PROCESSING CODE:

PROJECT LINE: OLD HBURG AMERICAN BUILDING-RUBBER ROOF REPAIR
Account #

SEND METHOD 1 (601)5445212

Description		QTY	UM	UNIT COST	TOTAL COST
VENDOR SHALL MATERIAL, LABOR AND EQUIPMENT TO PRESSURE WASH ENTIRE REPAIR AND PER PENETRATIONS ON BOTH THE LOWER AND HIGH EPDM ROOFS. VENDOR SHALL ENSURE THAT ALL SEAMS, HVAC UNITS, PIPE PENETRATIONS, DRAINS, SUPPORT CURBS, AND EXHAUST VENTS ARE SEALED.		1.00	EA	8,500.0000	8,500.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED 8,500.00

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

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

KERMAE EATON
CITY CLERK

QUOTE REQUEST RESPONSE FORM

Date - 1/11/19
Order Number - 2777 OQ

PACE ROOFING
16 TEMPLE RD
PETAL MS 39465-3502

Mail To - CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number - 601 5454512

Shipping terms are F.O.B. destination, freight prepaid

PRINTED NAME MIKE PACE
SIGNATURE [Signature] DATE 1-14-19

PROJECT LINE: OLD HEBURG AMERICAN BUILDING-RUBBER ROOF REPAIR

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
VENDOR SHALL MATERIAL, LABOR AND EQUIPMENT TO PRESSURE WASH ENTIRE REPAIR FOOTPRINT AND APPLY LIQUID FLASHING AND FABRIC TO ALL SEAMS AND PENETRATIONS ON BOTH THE LOWER AND HIGH REAR ROOFS. VENDOR SHALL ENSURE THAT ALL SEAMS, HVAC UNITS, PIPE PENETRATIONS, DRAINS, SUPPORT CURBS, AND EXHAUST VENTS ARE SEALED.	01/11/19	1.00	EA	Lump Sum		1-18-19	3-18-19

TOTAL BID PRICE \$8,500.00
manila
1/22/19



CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 1/11/19
Order Number 2777 OQEDDIE PEARSON ROOFING, LL
PO BOX 1528
HATTIESBURG MS 39403-1528

Mail To.

CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME

Eddie Pearson Roofing LLC

Phone Number

601 5454512

SIGNATURE

DATE 1-18-19

Shipping terms are F.O.B. destination, freight prepaid

PROJECT NAME: OLD HBURG AMERICAN BUILDING-RUBBER ROOF REPAIR

ITEM DESCRIPTION

VENDOR SHALL

MATERIAL LABOR AND EQUIPMENT TO PRESSURE WASH ENTIRE REPAIR
FOOTPRINT AND APPLY LIQUID FLASHING AND FABRIC TO ALL SEAMS
AND PENETRATIONS ON BOTH THE LOWER AND HIGH EPDM ROOFS.
VENDOR SHALL ENSURE THAT ALL SEAMS, HVAC UNITS, PIPE
PENETRATIONS, DRAINS, SUPPORT CURES, AND EXHAUST VENTS ARE
SEALED.Request
Date

01/11/19

QTY

1.00

UM

EA

Unit
Price8500.00Extended
Cost0Delivery
DateTOTExpired
Date3-17-19

TOTAL BID PRICE

8500.00

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date - 1/11/19
Order Number 2777 OQMALONE ROOFING SERVICES, 2
#1 COMMERCE DRIVE SUITE
HATTIESBURG MS 39402Mail To: CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number - 601 5454512

Shipping terms are F.O.B. destination, freight prepaid

PRINTED NAME

Cody Walters

SIGNATURE

Cody Walters DATE 1/14/19

PROJECT LINE: OLD HBURG AMERICAN BUILDING-RUBBER ROOF REPAIR

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
VENDOR SHALL MATERIAL, LABOR AND EQUIPMENT TO PRESSURE WASH ENTIRE ROOF. REPAIR FOOTPRINT AND APPLY LIQUID FLASHING AND FABRIC TO ALL SEAMS AND PENETRATIONS ON BOTH THE LOWER AND HIGH EPDM ROOFS. VENDOR SHALL ENSURE THAT ALL SEAMS, HVAC UNITS, PIPE PENETRATIONS, DRAINS, SUPPORT CURBS, AND EXHAUST VENTS ARE SEALED.	01/11/19	1.00	EA	\$11,650.00	\$0.00	1/14/19	2/14/19

TOTAL BID PRICE \$11,650.00

BILL TO: CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-545-6661

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

POINT OF CONTACT:

MCCLAIN, JACQUILINE
MINUTE BOOK # PENDING
VENDOR # 00109291

(601) 5541006

SHIP TO
CITY OF HATTIESBURG
SANITATION DIVISION
103 FAULKNER STREET
HATTIESBURG MS 39401

Page Date 01/18/19

PO No. 186025

Req No. 2778

VENDOR MAILING:
PLUM CREEK ENVIRONMENTAL
1302 EAST INDUSTRIAL ACCESS ROAD
WEST POINT MS 39773

PROJECT LINE: 95 GALLON GREEN MIL CARTS FOR SANITATION

Account #

PROCESSING CODE:

SEND METHOD 1 (866)6909393

UM	UNIT COST	TOTAL COST
----	-----------	------------

001220.5590.01

95 GAL MIL CART
PART#9755656F-IM10-RFID-B29B WITH CITY LOGO

190.00

EA

62.9500

11,960.50

10 DIAMETER INJECTION MOLDED WHEELS SOLID STEEL AXLE AND
METAL FRONT BAR-INCLUDES CUSTOM LOGO HOT STAMPON EACH SIDE
OF CART BODY-INCLUDES SEQUENTIAL SERIAL NUMBER HOT STAMP ON
EACH CONTAINER-INCLUDES 10 YEAR NON-PRORATED WARRANTY ON ANY
MANUFACTURER DEFECTS.

001220.5460

95 GAL MIL CART
PART#9755656F-IM10-RFID-B29B WITH CITY LOGO

110.00

EA

62.9500

6,924.50

10 DIAMETER INJECTION MOLDED WHEELS SOLID STEEL AXLE AND
METAL FRONT BAR-INCLUDES CUSTOM LOGO HOT STAMPON EACH SIDE
OF CART BODY-INCLUDES SEQUENTIAL SERIAL NUMBER HOT STAMP ON
EACH CONTAINER-INCLUDES 10 YEAR NON-PRORATED WARRANTY ON ANY

TOTAL CONTRACT AMOUNT NOT TO EXCEED

18,885.00

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

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

KERMAE EATON
CITY CLERK

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

PLUM CREEK ENVIRONMENTAL
1302 EAST INDUSTRIAL ACCE
WEST POINT MS 39773

Page No. 1
Date 1/14/19
Order Number 2778 QQ

CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Mail To.

Phone Number 601 5454512

PRINTED NAME Andrew Waible
SIGNATURE *Andrew Waible* DATE 1/17/19

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: 95 GALLON GREEN MIL CARTS FOR SANITATION

ITEM DESCRIPTION

95 GAL MIL CART	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
PART#9755656F-IM10-RFID-B29B WITH CITY LOGO	01/14/19	190.00	EA	\$62.95	\$11,960.50	4 weeks ARD	2/18/19
10 DIAMETER INJECTION MOLDED WHEELS, SOLID STEEL AXLE AND METAL FRONT BAR-INCLUDES CUSTOM LOGO HOT STAMPON EACH SIDE OF CART BODY-INCLUDES SEQUENTIAL SERIAL NUMBER HOT STAMP ON EACH CONTAINER-INCLUDES 10 YEAR NON-PRORATED WARRANTY ON ANY MANUFACTURER DEFECTS.							

95 GAL MIL CART	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
PART#9755656F-IM10-RFID-B29B WITH CITY LOGO	01/14/19	110.00	EA	\$62.95	\$6,924.50	4 weeks ARD	2/18/19
10 DIAMETER INJECTION MOLDED WHEELS, SOLID STEEL AXLE AND METAL FRONT BAR-INCLUDES CUSTOM LOGO HOT STAMPON EACH SIDE OF CART BODY-INCLUDES SEQUENTIAL SERIAL NUMBER HOT STAMP ON EACH CONTAINER-INCLUDES 10 YEAR NON-PRORATED WARRANTY ON ANY MANUFACTURER DEFECTS.							

TOTAL BID PRICE \$18,885.00



W. Brinkley
1-18-2019

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 1/14/19
Order Number 2778 OQOTTO ENVIRONMENTAL SYSTEM
12700 GENERAL DRIVE
CHARLOTTE NC 28273Mail To: CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST 2ND FLOOR
PO BOX 1598
HATTIESBURG MS 39401PRINTED NAME Sabrina Bowling Director of Municipal Services

Phone Number : 601 5454512

SIGNATURE Sabrina Bowling DATE 01/16/2019

Shipping terms are F.O.B. destination. freight prepaid

PROJECT LINE: 95 GALLON GREEN MIL CARTS FOR SANITATION

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
95 GAL MIL CART PART#9755656F-IM10-RFID-B29B WITH CITY LOGO	01/14/19	190.00	EA	\$67.91	\$12,902.90	30 days	07/31/2019
10 DIAMETER INJECTION MOLDED WHEELS SOLID STEEL AXLE AND METAL FRONT BAR-INCLUDES CUSTOM LOGO HOT STAMPON EACH SIDE OF CART BODY-INCLUDES SEQUENTIAL SERIAL NUMBER HOT STAMP ON EACH CONTAINER-INCLUDES 10 YEAR NON-PRORATED WARRANTY ON ANY MANUFACTURER DEFECTS.							
95 GAL MIL CART PART#9755656F-IM10-RFID-B29B WITH CITY LOGO	01/14/19	110.00	EA	\$67.91	\$7470.10	30 days	07/31/2019
10 DIAMETER INJECTION MOLDED WHEELS SOLID STEEL AXLE AND METAL FRONT BAR-INCLUDES CUSTOM LOGO HOT STAMPON EACH SIDE OF CART BODY-INCLUDES SEQUENTIAL SERIAL NUMBER HOT STAMP ON EACH CONTAINER-INCLUDES 10 YEAR NON-PRORATED WARRANTY ON ANY							

TOTAL BID PRICE \$20,373.00

SUCCESSFUL BID/ OTHER BID	BID RECEIVED	BID AWARDED	BID AMOUNT	PURCHASE ORDER	ITEM DESCRIPTION
PAGE ROOFING BAGGETT CONSTRUCTION	12/14/18 12/20/18	01/02/19 01/02/19	16,940.00 19,169.20	185571	TATUM SOCCER PAVILION-ROOF INSTALLATION
SUNSET CHRYSLER DODGE JEEP PINE BELT CDJR, INC (MCMULLAN EQUIPMENT)	12/28/18 12/28/18	01/03/19 01/03/19	30,000.00 30,949.00	185614	2018 2500 CREW CAB 4X4 FOR DIRECTOR
DEEP SOUTH TRUCK & EQUIP SALES INC PREMIER TRUCK CENTER FLORIDA	01/09/19 01/09/19	01/09/19 01/09/19	32,900.00 35,099.00	185732	DUMP TRUCK FOR URBAN FORESTRY CREW
PINE BELT PORTABLE TOILETS SOUTHERN ON SITE STORAGE LLC	01/14/19 01/14/19	01/16/19 01/16/19	13,140.00 21,936.00	185935	RENTAL OF PORTABLE TOILETS AND HANDWASH STA
PLUM CREEK ENVIRONMENTAL OTTO ENVIRONMENTAL SYS NA(CONTAINER)	01/17/19 01/16/19	01/18/19 01/18/19	18,885.00 20,373.00	186025	95 GALLON GREEN MIL CARTS FOR SANITATION
HARCROS CHEMICALS INC IDEAL CHEMICAL & SUPPLY COMPANY	01/17/19 12/28/18	01/22/19 01/22/19	21,000.00 27,750.00	186051	50LB BAGS SODIUMFLUOROSILLICATE FOR WATERPL
PAGE ROOFING EDDIE PEARSON ROOFING, LLC MALONE ROOFING SERVICES, LLC	01/14/19 01/18/19 01/14/19	01/22/19 01/22/19 01/22/19	8,500.00 8,500.00 11,650.00	186074	OLD HBURG AMERICAN BUILDING-RUBBER ROOF REP



City of Hattiesburg, MS

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

Master

File Number: 2019-073

File ID: 2019-073

Type: Regular Agenda Item

Status: Routine Agenda

Version: 1

Reference:

In Control: City Council

Requester: Wanda Tyler

File Created: 01/22/2019

Brief Title: Acknowledge bid received January 3, 2019 for the
Knuckle Boom Loader and Trash Body with Chassis

Final Action:

Minute Book Number: MB 2019-31

Title:

Acknowledge bids received January 3, 2019 for the Knuckle Boom Loader and Trash Body with Chassis and accept the bid from Empire Truck Sales, LLC in the amount of \$172,300.00.

Notes:

Agenda Date: 02/05/2019

Indexes:

Agenda Number: VI.-3

Sponsors:

Enactment Date:

Attachments: Loader with Chassis Bids _1032019, Empire
Proposal, Bid Acceptance Recommendation

Enactment Number:

Contact:

Meeting Date: 02/05/2019

Drafter: Wanda Tyler

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/05/2019					

Text of Legislative File 2019-073

Title

Acknowledge bids received January 3, 2019 for the Knuckle Boom Loader and Trash Body with Chassis and accept the bid from Empire Truck Sales, LLC in the amount of \$172,300.00.

Summary

Acknowledging receipt of bids for Knuckle Boom Loader and Trash Body with Chassis;accepting the bid Of Emire Truck Sales.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Title Knuckle Boom Loader and Trash Body with Chassis
Agency: City of Hattiesburg

Item 1: Knuckle Boom Loader and Trash Body with Chassis

Bid ID	Username	Company Name	Email	Bid Amount	Bid Submittal
26737	We	Empire Truck Sales LLC	andrew.richardson@empiretru	\$172,300.00	2019-01-03 10:14:59
26736	Lowbid	Burroughs Companies	willburroughs@burroughscom	\$172,499.00	2019-01-03 10:14:51
26735	We	Empire Truck Sales LLC	andrew.richardson@empiretru	\$173,000.00	2019-01-03 10:14:38
26734	Lowbid	Burroughs Companies	willburroughs@burroughscom	\$173,500.00	2019-01-03 10:14:04
26733	McCombDiesel	McComb Diesel Inc.	jj@mccombdiesel.com	\$174,300.00	2019-01-03 10:13:59
26732	We	Empire Truck Sales LLC	andrew.richardson@empiretru	\$174,500.00	2019-01-03 10:13:10
26731	McCombDiesel	McComb Diesel Inc.	jj@mccombdiesel.com	\$174,900.00	2019-01-03 10:12:42
26730	Lowbid	Burroughs Companies	willburroughs@burroughscom	\$175,000.00	2019-01-03 10:12:25
26729	We	Empire Truck Sales LLC	andrew.richardson@empiretru	\$175,900.00	2019-01-03 10:12:02
26728	Lowbid	Burroughs Companies	willburroughs@burroughscom	\$176,000.00	2019-01-03 10:11:32
26727	McCombDiesel	McComb Diesel Inc.	jj@mccombdiesel.com	\$176,600.00	2019-01-03 10:11:28
26726	We	Empire Truck Sales LLC	andrew.richardson@empiretru	\$176,900.00	2019-01-03 10:10:53
26725	McCombDiesel	McComb Diesel Inc.	jj@mccombdiesel.com	\$177,100.00	2019-01-03 10:10:19
26724	We	Empire Truck Sales LLC	andrew.richardson@empiretru	\$177,300.00	2019-01-03 10:09:53
26723	McCombDiesel	McComb Diesel Inc.	jj@mccombdiesel.com	\$177,500.00	2019-01-03 10:09:01
26722	We	Empire Truck Sales LLC	andrew.richardson@empiretru	\$177,800.00	2019-01-03 10:08:15
26721	Lowbid	Burroughs Companies	willburroughs@burroughscom	\$178,000.00	2019-01-03 10:06:45
26720	McCombDiesel	McComb Diesel Inc.	jj@mccombdiesel.com	\$178,800.00	2019-01-03 10:06:44
26718	We	Empire Truck Sales LLC	andrew.richardson@empiretru	\$179,000.00	2019-01-03 10:02:57
26716	Lowbid	Burroughs Companies	willburroughs@burroughscom	\$180,000.00	2019-01-03 10:01:15
26715	Truckworxkenwor	Truckworx-Kenworth	jonathanc@truckworx.com	\$200,000.00	2019-01-03 10:00:26

12-6-2018

CITY OF HATTIESBURG
200 FORREST STREET
HATTIESBURG, MS 39401

TO WHOM IT MAY CONCERN

WE, **EMPIRE TRUCK SALES, LLC**, APPRECIATE THE OPPORTUNITY TO QUOTE YOU ON YOUR NEW TRUCK EQUIPMENT NEEDS. WE ARE PLEASED TO PRESENT YOU WITH THE FOLLOWING SPECIFICATIONS.

FEW NOTES ON ORDERING:

1. WE DO NOT STOCK A TELMA RETARDER.
2. WE CANNOT OFFER A BUY BACK.
3. BECAUSE OF THE CURRENT ORDERS AT FREIGHTLINER WE CANNOT GIVE A SPECIFIC DELIVERY TIME UNTIL AN ORDER IS PLACED.

DELIVERY CAN BE EXPECTED BETWEEN 7-12 MONTHS OF ORDER DATE

THESE PRICES INCLUDE F.E.T. IF APPLICABLE, BUT DO NOT INCLUDE ANY STATE OR LOCAL TAXES OR FEES.

ONCE AGAIN, WE SINCERELY APPRECIATE YOUR INTEREST IN FREIGHTLINER TRUCKS AND EMPIRE TRUCK SALES, LLC., AND WE LOOK FORWARD TO ASSISTING YOU WITH ALL ASPECTS OF YOUR NEW TRUCK EQUIPMENT NEEDS. IF YOU HAVE ANY QUESTIONS OR CONCERNS, PLEASE DO NOT HESITATE TO CONTACT ME.

SINCERELY,
EMPIRE TRUCK SALES, INC.

ANDREW RICHARDSON

**SPECIFICATION
FOR "KBF-222A" SERIES LOADER
TRUCK MOUNTED KNUCKLE BOOM LOADER
("A" STYLE OUTRIGGERS, STAND-UP HYD JOYSTICKS)**

THE UNIT WILL BE USED IN COLLECTION AND LOADING OF BULK TRASH, LIMBS, LEAVES, BUILDING MATERIALS, AND WHITE GOODS, OR OTHER MATERIALS OF THAT NATURE. **UNIT MUST BE MANUFACTURED IN AN ISO 9000:2000 CERTIFIED FACILITY.** ALL BIDDERS MUST FILL IN ALL INFORMATION. IF MEETING OR EXCEEDING SPECIFICATIONS PUT **YES** AND IF EXCEPTIONS ARE TAKEN PUT **NO**. ANY EXCEPTIONS MUST BE EXPLAINED IN WRITING. ALL PROPOSALS INCLUDE DELIVERY, TRAINING OF OPERATORS AND SERVICE PERSONNEL.

LOADER SPECIFICATIONS

1.0 BOOM:

- 1.1 Total boom length to be 22ft.
- 1.2 Minimum lift capacity to be 3,000 lbs. @ 22 ft., (including grapple)
- 1.3 Boom Pedestal to be constructed of High Strength Steel with a moment capacity of 110,000 ft-lbs. and shall be mounted between rear axle and cab for maximum stability.
- 1.4 Boom Pivot shall be mounted to the pedestal by means of a slewing ring bearing that has a minimum capacity of 513,000 lbs. static load and 186,000 Ft-Lbs. moment. The Boom Pivot-Pedestal Assembly shall not exceed 95 inches in height from truck frame (truck frame approx. 40 inches in height). Boom pivot shall be constructed with a safety device.
- 1.5 Boom shall have 360 degrees continuous rotation. A positive locking pin shall be provided to alleviate rotation while transporting.
- 1.6 Boom rotation shall be accomplished by a direct hydraulic swing drive through a slewing (bearing) ring capable of producing 342,000 inch-pounds min. of torque. The motor shall be equipped with both counterbalance and pressure relief valves.
- 1.7 Entire Boom Assembly shall be designed with a tensile strength to provide a safety factor of 3 to 1 at the rated load capacity.
- 1.8 Main Boom and Tip Boom shall be constructed of reinforced High Strength Steel Tube.
- 1.9 Main Boom shall be equipped with mechanical stops to prohibit hydraulic cylinders from bottoming out.
- 1.10 Boom pedestal to be mounted directly to the chassis frame rails. Mounting must include inside frame rail supports at the mounting points.
- 1.11 The entire boom must be serviceable down to the component level, e.g., every hydraulic hose, fluid tubes, bracket, pin, etc. Having to replace subassemblies in order to repair a component will not be acceptable.
- 1.12 All boom connections requiring pins shall be equipped with replaceable bushings and heat-treated steel pins with provisions for lubrication.

2.0 Operator's Station:

- 2.1 Operator controls shall be controlled by means of hydraulic joysticks located on both sides of the

loader (two per side, three functions per joy stick)

2.2 A safety feature shall be provided to allow only one side of controls to function at a time. Joy sticks shall function only from one side at a time.

2.3 Joy sticks shall not require any lubrication thereby eliminating frequent maintenance.

2.4 Outriggers controlled by individual levers located conveniently in the center of the operator's platform.

2.5 Body dumping is controlled by a single lever at the center of the operator's platform separate from any other control. Proper enclosures shall be provided to protect operator from hydraulic fluid and components. All controls shall be clearly identified as to function.

2.6 Unit to have an electric operated throttle control to maintain proper engine speed when loader is operated under load. Switch for throttle control to be mounted on operator's platform for operator's convenience.

3.0 Trash Grapple\Bucket:

3.1 Bucket shall have a 360 degree continuous rotating grapple with a replaceable hydraulic swivel. Swivel shall not be welded or be an integral part of the grapple.

3.2 Bucket is to be opened and closed by (2) 3½ inch bore hydraulic cylinders with a closing force\”bite” of 4,000 lbs.

3.3 Bucket is to be 4ft. long and capable of opening to 60 inches from lip to lip.

3.4 Bucket shall be fabricated with a bolt on replaceable H.S.H.C. steel cutting edge.

4.0 Hydraulics:

4.1 Reservoir shall be a minimum of 50 gallons. It shall have a dual level/oil temperature gauge on side of tank. An in-tank suction strainer is included.

4.2 Filter shall be a 10-micron, return line replaceable mounted on outside of reservoir.

4.3 Main Boom and Tip Boom shall contain pilot operated check valves as an integral part of each cylinder. Bolt on pilot operated check valves will not be permissible.

4.4 All hoses shall be rated at 4,000-psi working pressure.

4.5 Port tubing throughout the main and tip boom shall have steel tubing rated at 4,000 PSI working pressure.

4.6 Control valves shall have a 24 GPM rating at 3,000 PSI and an adjustable relief valve.

4.7 All hydraulic cylinders to be of the “bolt-on head gland” design.

4.8 Successful bidder must provide a computer printout at time of delivery showing particle testing of the hydraulic oil done just prior to the unit being shipped in order to illustrate totally uncontaminated oil.

5.0 Power Source:

5.1 A heavy – duty clutch style (Hot Shift) PTO and a heavy duty tandem bi-rotational hydraulic pump which allows for “multiple function control” of the crane functions.

6.0 Throttle Control:

6.1 Unit to have an electric operated throttle control to maintain proper engine speed when loader is operated under load. Switch for throttle control to be mounted on operator's platform for operator's convenience.

6.2 Throttle speed-up shall operate only when the transmission is in the neutral position.

7.0 Outriggers:

7.1 Outriggers shall be extendable to a distance that will resist the tipping moment under maximum rated load, and have pilot operated holding valves.

7.2 The outriggers are to be equipped with smooth pads to cause minimum damage to contacted surface.

7.3 Outriggers shall be "A" frame style.

The retracted overall dimension shall be approx. 7 ft. 11 inches and the extended dimension (at ground level) shall be approx. 9 ft. 8 inches.

7.4 Outrigger cylinders for stabilizing loader shall be mounted inside telescoping legs. Outrigger cylinders shall have pilot operated check valve to prevent possible leak down.

8.0 Paint:

8.1 Loader shall receive (1) coat of high- grade primer and (2) coats of high-grade enamel paint (manufacturer's standard colors).

1.0 Trash Body:

1.1 30 cubic yard capacity.

1.2 20ft. body length.

1.3 Body floor shall be made of 1/4" steel 1 solid piece.

1.4 Body walls to be constructed with 10 gauge sheet steel. Wall stiffeners to be 3 inches x 4 inches minimum, 11 gauge formed channels placed on approximately 24 inch centers.

1.5 Body walls shall have a top rail formed from 11 gauge minimum steel in such manner as to encapsulate top end of vertical wall stiffeners and edge of wall sheet.

1.6 Wall stiffeners will be welded to top rail and wall skins and floor bumper rail.

1.7 Front body wall to be 42 inches high with side walls transition from 42 inches at the front to 72 inches high 8 ft. from the front.

1.8 Body full length main structural channel sills to be 8 inch @ 11.5 lbs. per ft. Cross sills to be 4 inch @ 5.4 lbs. per ft structural channel. Cross sills to be placed on 12 inch centers.

1.9 Body shall have a one piece door 5 foot with 3 heavy duty hinges with 1 inch diameter pin and allow for lubrication.

1.10 The rear door shall serve as the grapple rest and have a slot 25 inches wide x 12 inches tall. The door shall have a 3/16 " skin with 4 inch x 2 inch x 1/4 inch rectangular tubing reinforcement to support weight of grapple.

1.11 Door latch shall be cam operated from the driver's side and provide a safety lock. A provision

shall be made to allow the door to be opened and rotate against passenger side body wall with latch to hold open while dumping body.

2.0 Body Hoist:

2.1 Hoist to be twin telescopic 5" main bore cylinders mounted outboard the chassis frame rails for greater stability. Lift capacity to be 15 tons and the dump angle achieved is to be 45 degrees. The cylinders shall be power up and power down.

3.0 Lights and Reflectors:

3.1 L.E.D. lights shall be provided. One marker and strobe light on left and right top of rear body posts. a 2 ½ inch marker and 2 inch x 6 inch strobe. Also, provide one light on left and right rear under body for back up and brake/turn in metal box. There shall be 3 marker lights mounted on rear of body centered. All Lighting to be Dot Standards and shall conform to current state and federal standards.

3.2 Reflective safety tape shall be on both sides and on rear of body.

4.0 Paint:

4.1 Body exterior shall receive (1) coat of high-grade primer and (2) coats of high-grade enamel paint.

4.2 Body interior shall receive (1) coat of high-grade primer.

5.0 Safety Rear Bumper:

5.1 Body shall have a rear safety bumper.
bumper to meet u.s. department of transportation federal motor carrier safety administration, part 571.233 for rear impact guards and part 571.224 for rear impact protection.

6.0 Safety Props

6.1 Two (2) body safety props shall be installed one on each side of the body frame rails.

7.0 Warranty:

7.1 Bidder must provide all warranties required below. Failure to provide such warranties may result in your bid being deemed non-responsive.

7.2 Entire unit to have a one Year Parts and Labor warranty and a 3 year structural warranty.

7.3 All Warranty Work shall be done on Customer's site (On-site Warranty repair). Customer shall not be responsible for transportation of unit for warranty work.

8.0 Delivery:

8.1 Indicate number of days product shall be delivered after issue date of the purchase order.

9.0 OTHER REQUIREMENTS

9.1 A 18" DEEP X 18" WIDE X 36" LOCKING HEAVY DUTY TRUCK BOX SHALL BE FRAME MOUNTED ON EACH SIDE OF CAB BEHIND OPERATOR PLATFORM.

9.2 TWO (2) SETS OF RAKE/SHOVEL LOOPS SHALL BE MOUNTED ON THE FRONT WALL OF THE BODY

HOL-MAC CORPORATION WARRANTY POLICY

Hol-Mac Corp. (Pac-Mac ®) warrants each Hol-Mac product it manufactures and each new part and component sold by Hol-Mac to be free of defects in material and workmanship, provided the parts and components are operated and maintained in accordance with Hol-Mac published operating and maintenance instructions applicable thereto. This warranty is subject to the terms and conditions stated below.

Warrantor: This warranty is granted by Hol-Mac Corporation, P.O. Box 349, Bay Springs, Mississippi 39422. All warranty work must be accomplished by Hol-Mac at its factory in Bay Springs, Mississippi, or by such other facility specifically authorized by Hol-Mac. All warranty work performed by a facility other than Hol-Mac must be approved by Hol-Mac in writing prior to commencement of said work.

Duration of Warranty: The time periods applicable to the warranty of the specified component parts of the Hol-Mac products are as follows:

Major Structural Component Parts —3 year
Non-Hydraulic Replacement Parts - 1 year
Hydraulic Drive - 2 year

Exclusion and Disclaimers: This warranty does not extend to normal maintenance services such as cleaning, greasing, mechanical adjustments and maintenance inspections or to any defect due to the negligence of others, failure to operate or maintain the product in accordance with the published operating and maintenance instructions furnished by Hol-Mac, unreasonable use, accidents, alterations or wear and tear. Hol-Mac also reserves the right to make changes in the design or material of its products without incurring obligation to incorporate such changes in any product previously manufactured.

Procedure for Obtaining Performance Under this Warranty: In order to qualify under this warranty, the owner must notify Hol-Mac within (45) days of discovery of the defect and promptly deliver the entire product or defective part to Hol-Mac at its factory in Bay Springs, MS, or if requested by Hol-Mac to such other authorized facility designated by Hol-Mac. Upon receipt of such product, part or component, if it is found not to be defective in material or workmanship, Hol-Mac shall notify the owner of such fact and request instructions for the return of such product, part or component to the owner. All costs of transporting Hol-Mac products to and from the Hol-Mac factory, or such other authorized facility designated by Hol-Mac, shall be paid by the owner.

NO OTHER WARRANTY, WHETHER OF FITNESS OR OTHERWISE, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, IS GIVEN BY HOL-MAC WITH RESPECT TO ANY NEW PRODUCT, PART OR COMPONENT, OR WITH RESPECT TO ANY WORK AND NO OTHER OR FURTHER OBLIGATION OR LIABILITY SHALL BE INCURRED BY HOL-MAC BY REASON OF THE MANUFACTURE, SALE, OR LEASE OF ANY PRODUCT, PART, OR COMPONENT OR OF ITS USE, WHETHER FOR BREACH OF WARRANTY, NEGLIGENCE OF MANUFACTURE OR OTHERWISE.



WORK SMART

FREIGHTLINER TRUCKS GOVERNMENT & MUNICIPALITY



YOU CAN JUST WORK HARD. OR YOU CAN WORK SMART.



114SD Set-forward Axle

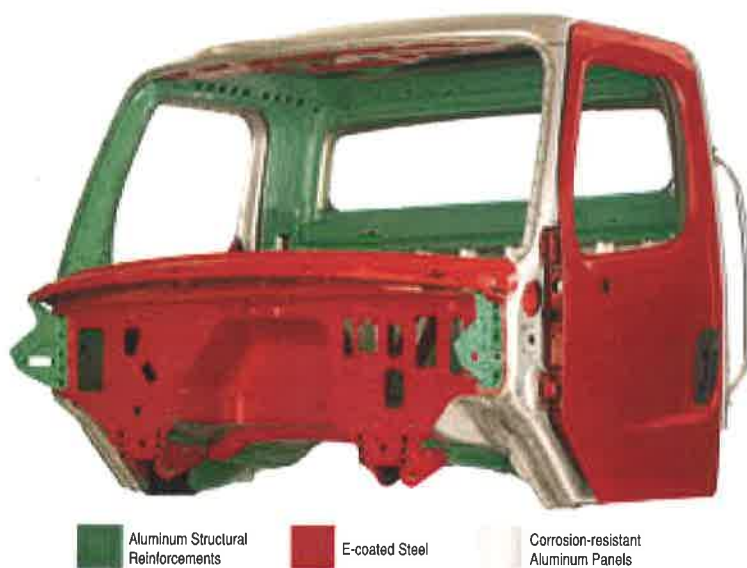
Fixing roads, plowing snow and responding to emergencies are all in a day's work. And citizens depend on their government to be prepared for these jobs and more. So wouldn't it be nice to have a fleet of tough and dependable trucks?

At Freightliner Trucks, we understand the pressure and responsibility you face. That's why we design and build trucks that not only perform their jobs well, they're ready for work every day. In fact, we offer a complete range of vehicles, from the dependable M2 106 and M2 112 to our lineup of Severe Duty trucks. The 108SD and 114SD offer all the features you would

expect: front frame extensions and radiator-mounted grilles for bumper-mounted attachments; front and rear engine power take-offs; and body-specific chassis layouts that give Truck Equipment Manufacturers (TEMs) the flexibility they need. And if you need something bigger, ask about the Freightliner 122SD. It excels in heavy-haul situations and is perfect for transporting dozers, loaders, generators and oversize loads. Simply put, Freightliner offers versatile trucks that can handle a wide range of functions with superior performance and efficiency. They don't just work hard. They work smart.

BUILT TOUGH TO WORK SMART.

We've applied sophisticated engineering to the structural elements of our work trucks. For starters, our cabs are lightweight, yet extremely tough. Corrosion-resistant aluminum is reinforced with e-coated steel and assembled to precise manufacturing tolerances with Henrob rivets and welded construction. This process produces a durable and safe cab that meets stringent A-pillar impact, rollover and back wall impact tests. Plus, the chassis includes a robust backbone with a complete offering of single- and double-channel frame rails. The result is a tensile strength of up to 120,000 psi and an RBM ratio up to 4.4 million inch-pounds per rail. This means our trucks can handle whatever your municipality requires, day after day and year after year.



- Corrugated floor, roof and back-of-cab panels for added strength
- Meets Swedish A-pillar test standards and SAE J2422 roof strength requirements
- Available in day cab, extended cab or 4-door crew cab configurations
- 2,500 square-inch one-piece windshield for outstanding job site visibility
- Wide door openings with low step-in height for safe entry and exit
- Steel firewall for solid mounting of dash panel and driver controls



Components, systems and entire vehicles are subjected to an array of virtual and physical tests to ensure our trucks deliver the expected function, performance and reliability.

WE'VE ASSEMBLED A TOUGH CREW WITH A READY-TO-WORK ATTITUDE.



M2 106

SO MANY JOBS. ONE AMAZING TRUCK.

The Freightliner M2 106 is one of the most versatile trucks on the road. This medium-duty vehicle comes standard with a powerful yet fuel-efficient Cummins ISB or optional ISL engine for increased efficiency through great fuel economy and easy maintenance. Working in a challenging environment requires a truck that's agile and easy to drive, which is why the M2 was engineered with a turning radius that is one of the tightest in the industry. And its automatic transmission is easy on new and experienced drivers alike.

Because driver comfort is key for maximum driver performance, this truck features a spacious cab with low step-in height, an advanced heating and cooling system and a smooth, quiet ride. With a multiplex wiring system, clear frame rails and a variety of exhaust packages, you can get the configuration you need for the job at hand.

- Ideal for utility, stakebed and refuse applications
- GVWR up to 56,000 pounds
- Horsepower from 200 – 350 hp
- Torque ratings up to 1000 lb-ft



108SD

RUGGED AND VERSATILE WORK WELL TOGETHER.

The Freightliner 108SD set-back axle delivers a new level of performance and reliability. With its aluminum cab, 108-inch BBC, 42-inch set-back axle position and tilt hood with radiator-mounted stationary grille, this truck is the ideal vehicle for a municipal fleet. The 108SD comes standard with the Cummins ISL or optional ISB engine for excellent fuel economy and easy maintenance. Up to a 50-degree wheel cut means excellent maneuverability, even in the tightest streets. And, with our mid-chassis packaging, the 108SD is an easy body upfit.

- Ideal for sewer vacuum, tandem dump trucks and refuse applications
- GVWR up to 79,000 pounds
- Horsepower from 200 – 380 hp*
- Torque ratings up to 1250 lb-ft

** 400 hp ratings available for approved applications*





M2 112

FOR WHATEVER WORK YOU NEED DONE.

The dependable, reliable M2 112 is another high-performing Freightliner work truck, engineered with the kind of power to make a positive impact on your fleet's productivity. You can have it powered by a Cummins ISL, Cummins Westport ISL G (natural gas), or a Detroit™ DD13® engine with BlueTec® SCR emissions technology. It features a multiplex wiring system and a variety of horizontally-mounted exhausts, so you can get the configuration you want without affecting your bottom line. And, with more custom options and safety features than ever before, the M2 112 is a smart choice for your community.

- Ideal for tractor, fire/emergency service and refuse applications
- GVWR up to 62,000 pounds
- GCWR up to 80,000 pounds
- Horsepower from 260 – 470 hp
- Torque ratings up to 1650 lb-ft

114SD

HANDLES DUMPING, PLOWING AND HEAVY LIFTING.

The Freightliner 114SD features a 114-inch BBC and is available as a set-forward axle or set-back axle. The weight-optimized design of the workhorse 114SD keeps pace with your increasing demands and tough challenges. A range of options, including axles, frames and the widest availability of engine choices – Detroit DD13 or Cummins ISL and ISL G – let you spec for regional- and application-specific needs. The 114SD offers excellent visibility, with a clear back-of-cab chassis for easy upfit by equipment manufacturers. Legendary Freightliner quality, insightful, industry-specific innovations and a comprehensive warranty all make the 114SD the perfect vehicle to meet your most severe duty needs.

- Ideal for quad dump trucks, snow plows and high-capacity sewer vacuum applications
- GVWR up to 60,000 pounds (single axle), 80,000 pounds (tandem axle) or 91,000 pounds (tridem axle)
- Horsepower from 260 – 470 hp
- Torque ratings up to 1650 lb-ft



CONFIGURED FOR COMFORT AND CONTROL.

Every aspect of a Freightliner cab was designed to make the driver's job easier, leading to increased productivity. For example, strategically-designed wide cabs provide room between the seats for easy installation of the control tower. To reduce fatigue for drivers who make frequent stops, our lightweight, steel-reinforced cab features a low step-in

height with slip-resistant dual steps, a large door opening and strategically-placed exterior and interior grab handles. For safety, the cab's hood slopes downward for better line-of-sight, and a 2,500 square-inch windshield provides excellent visibility for spotting potential hazards. Freightliner vehicles offer a variety of cab configurations.

CAB CONFIGURATIONS AT-A-GLANCE

	M2 106	108SD	M2 112	114SD
GVWR	Up to 56,000 lbs.	Up to 79,000 lbs.	Up to 62,000 lbs.	Up to 91,000 lbs. (tridem)
Set-forward Axle				•
Set-back Axle	•	•	•	•
Day Cab	•	•	•	•
Extended Cab	•	•	•	•
Crew Cab	•	•	•	Set-back axle only
Sleeper	Extended cab with bunk	Extended cab with bunk	Extended cab with bunk	Extended cab with bunk

CAB CONFIGURATIONS



DAY CAB

- Full width bench seat
- Fixed or air suspension driver and passenger seats
- Passenger seats with storage or locking safe provisions



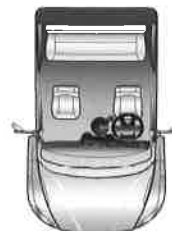
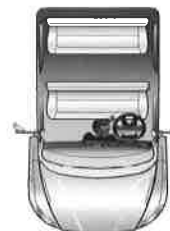
26" EXTENDED CAB

- 24" liftable bunk with storage
- Full-width rear bench seat or forward-facing rear jump seats
- Fixed or tip-out tinted side rear windows
- Cab privacy curtain



48" CREW CAB

- Rear bench or individual seats including air-suspended
- Electric rear door windows



TOUGH OUTSIDE. SMART INSIDE.



When you step inside a Freightliner truck, you'll definitely understand what it means to work smart. The driver-friendly dash features controls and switches within easy reach of the driver. The analog gauges are backlit with LED lights for easy readability. And our SmartPlex™ Electrical System provides optimal switch customization. Even the dash structure is designed with fewer sections, making it one of the quietest and most durable dashboards we've ever made.



114SD wing dash and interior (above and above left)

ALL-WHEEL DRIVE AND DUAL DRIVE OPTIONS

The Freightliner M2 trucks can be ordered with an all-wheel drive option and several combinations of axles and suspension for optimized performance. Available on the M2 106 and 108SD, the sit-down and stand-up dual drive option is an easy-to-use feature that allows smooth transitions from left-to-right-hand drive operations. Installed by Fontaine Modification, the right-hand-drive option is ideal for use in refuse collection, road striping, street sweeping and other specialized applications.



Interior featuring the sit-down dual drive option



The all-wheel drive option available on M2 106 and 108SD models optimizes off-road performance

BETTER PERFORMANCE IS SMARTER GOVERNMENT.

POWER AND EFFICIENCY.

Because we're committed to helping you make the best overall decisions, a broad range of engine and transmission choices allows you to select the optimum combination to match virtually any municipal application.

Freightliner Trucks has embraced proven SCR emissions technology. Based on environmental advantages and payback to owners in less maintenance, increased fuel economy, better reliability and more uptime, SCR has proven to be a successful platform for EPA 2010 and beyond.

WE MADE THIS JOB EASY.

For starters, we offer several sizes of diesel exhaust fluid (DEF) tanks, so you can incorporate filling into your standard maintenance intervals. Next, we integrated the DEF gauge into the diesel fuel gauge. The gauge indicates the level of DEF in the tank and has a series of alerts when the tank is running low. A driver who ignores his DEF low level warnings will see de-rates and restrictions on his vehicle, but will never be stranded.

M2 106

108SD

M2 112

114SD

ENGINES

Cummins ISB* 200 - 325 hp / 520 - 750 lb-ft torque	•	•		
Cummins ISL 260 - 350 hp / 660 - 1000 lb-ft torque	•	•	•	•
Cummins ISL* up to 380 hp / 1250 lb-ft torque		•	•	•
Cummins Westport ISL G (natural gas) up to 320 hp / 1000 lb-ft torque			•	•
Detroit DD13 350 - 470 hp / 1250 - 1650 lb-ft torque			•	•

* Higher ratings are available for approved applications

TRANSMISSIONS

Eaton Fuller Manual	•	•	•	•
Eaton Fuller Automated Manual	•		•	•
Allison Transmission	•	•	•	•

AXLES (UP TO)

Steer	16,000 lbs.	20,000 lbs.	16,000 lbs.	22,000 lbs.
Single Drive	30,000 lbs.	38,000 lbs.	30,000 lbs.	38,000 lbs.
Tandem Drive	40,000 lbs.	46,000 lbs.	46,000 lbs.	58,000 lbs.
Tridrive				69,000 lbs.

Detroit DD13 Engine

Cummins ISL Engine

THE POWER OF GOING GREEN.

As demand for eco-friendly products and services continues to grow, the M2 106 Hybrid, as well as the M2 112 and 114SD Natural Gas are optimal for government operations. Driving a hybrid or natural gas-fueled vehicle delivers both economic advantages today and environmental benefits for future generations. And natural gas is a domestic fuel source, reducing our dependence on foreign oil.

Thanks to government incentives, alternative-fueled vehicles can save you money even before they're on the job. Contact your local Freightliner dealer to find out which rebates and incentives are available to you in your area. It's just one more way we help you work smart.



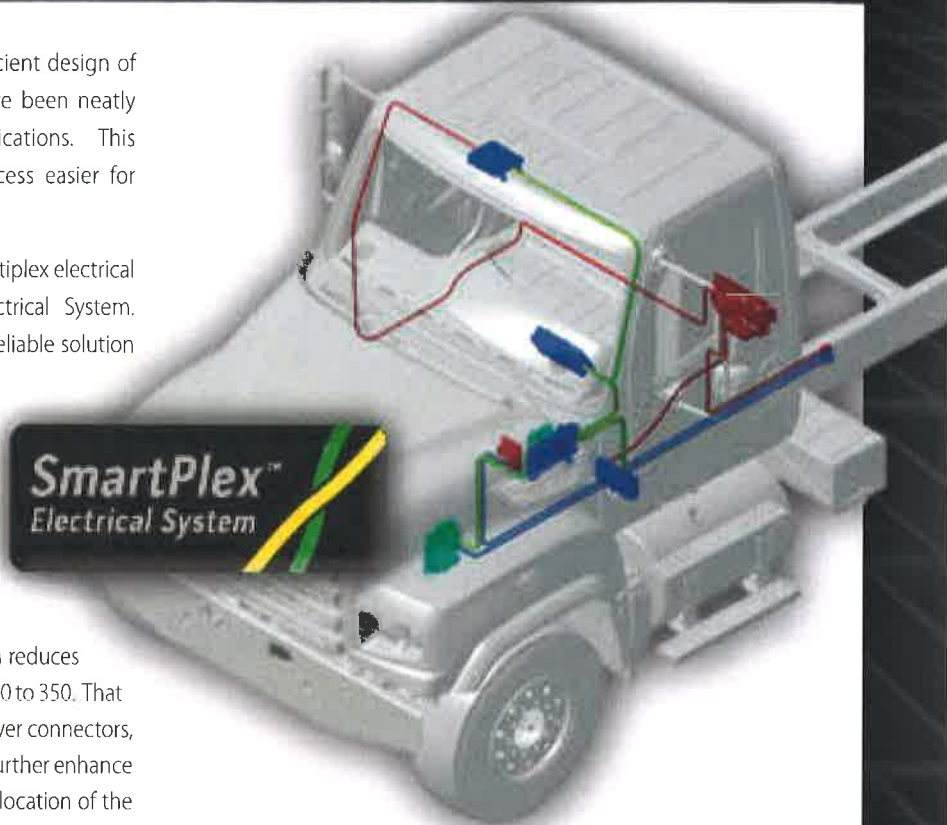
TRUCKS BUILT TO SERVE.

Truck Equipment Manufacturers (TEMs) love the efficient design of our trucks. Electrical, pneumatic and fuel lines have been neatly organized inside the left-hand rail for most applications. This relieves congestion at the back-of-cab, making access easier for body builders and service technicians.

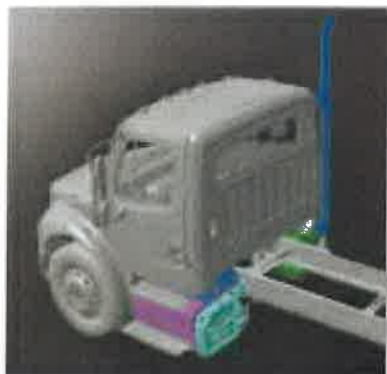
We've also spent a decade developing and refining multiplex electrical wiring. Our latest evolution is the SmartPlex Electrical System. SmartPlex provides TEMs with the most efficient and reliable solution that will increase the ease of body integration and application programming, keeping customers on the road and working smarter.

PRIMARY BENEFITS OF THE SMARTPLEX ELECTRICAL SYSTEM

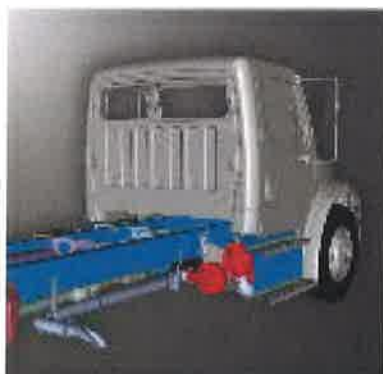
- **Improved Reliability** - The multiplex wiring system reduces the number of wires by more than 40 percent, from 650 to 350. That means 300 fewer possible failure points, as well as fewer connectors, relays and fuses. Advanced solid-state components further enhance the reliability of the multiplex system, as does the relocation of the Power Distribution Modules inside the cab for corrosion prevention.
- **Greater Flexibility** - Configuring a truck's wiring system is easier than ever. Simply install specific switches where they are most convenient, then use Freightliner's ServiceLink® to program them to do what you want them to do. If you want to move a switch from the dash to the overhead or vice versa, go ahead, there's no need to rewire or reprogram.
- **Easier Maintenance** - Onboard computers capture data, providing better diagnostic capability. If a problem occurs, the data is relayed to the dashboard, alerting the operator. This data also can be accessed using ServiceLink software for diagnosis by a technician.



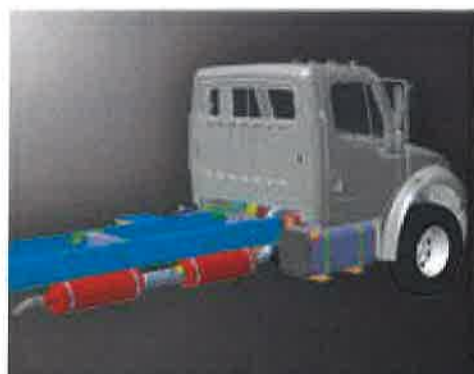
EXHAUST AFTERTREATMENT OPTIONS



CLEAR BACK-OF-CAB TAILPIPE
Clear left-hand and right-hand transmission
PTO mounting locations



CURBSIDE EXIT TAILPIPE



CLEAR UNDER-CAB TAILPIPE

MAINTENANCE MADE EASY.

We've designed these vehicles to be easy to maintain, with quick access to critical maintenance points. The hood opens easily and features integrated splash shields that lift out of the way for better accessibility. Frequently-inspected components are strategically placed, allowing for faster repairs and adjustments. See-through fluid reservoirs reduce the time spent checking fluid levels, and a removable floor section allows access to the transmission without removing the floor covering.

The standard proprietary Donaldson PowerCore® air cleaner is designed to go longer between replacements, yet still traps 99.85 percent of airborne particles before they reach the engine. An optional pre-cleaner is available for the harshest environments. There's a lube-free steering shaft, a self-adjusting hydraulic clutch and suspensions that require no maintenance or lubrication. The truck's multiplex electrical system has about half the wires of a traditional electrical system, which reduces possible failure points and allows technicians

to more quickly pinpoint electrical problems. With Virtual Technician on board 24/7 monitoring your truck's Detroit engine and automatically diagnosing engine fault codes, you're able to stay on the road longer, be more productive on the job and remain in control of your business. Even the three-piece bumper (M2 106 or M2 112) was designed to save repair costs by allowing partial replacement. The result is a vehicle that spends more time on the road.





114SD Set-back Axle



M2 106



114SD Set-back Axle



WORK SMART™

WE'VE GOT YOU COVERED.

UNMATCHED SERVICE AND SUPPORT.

With more than 300 Freightliner dealer locations across North America, you're never far from the convenient service and support you have come to expect from the industry leader. Our Elite Support program provides rapid diagnosis, responsive turnaround and quality, consistent communication, robust parts availability and superb customer service; all provided by a highly-trained staff. In addition, more than 200 Freightliner ServicePoint® facilities located at select TravelCenters of America and Petro Stopping Centers offer certified repair and warranty work. When you need a factory-certified technician, Detroit offers more than 800 locations in North America.

Freightliner also maintains strategically-located parts distribution centers throughout North America, ensuring fast parts delivery to keep customers up and running.

Freightliner's Customer Assistance Center provides customers a hotline that's available 24 hours a day, seven days a week. Customers may call the toll-free number (1-800-FTL-HELP) for technical support, to arrange roadside assistance or towing services, or to locate the nearest dealer or service center.

A SIMPLE PURCHASE PROCESS THAT'S SECOND TO NONE.

Purchasing a truck is one of the most important decisions you make. Freightliner makes the buying process easy, with highly-trained sales consultants and one of the largest dealer networks in the industry, so businesses don't have to look far for their next purchase. Count on Freightliner dealers for reliable product information, truck parts and service, and ongoing customer support.

FINANCING IS EASY.

Daimler Truck Financial (DTF) offers a variety of options, including loans and leases tailored to the trucking industry, that make financing go smoothly. DTF has been meeting the financing challenges of owner-operator and vocational customers for more than 30 years. It offers finance solutions including conventional retail financing at attractive and competitive rates, a variety of terms to match cash flow, and up to 100% financing for qualified customers.

Daimler Truck Financial

Financing that works for you.



COMPREHENSIVE WARRANTIES FOR ADDED PEACE OF MIND.

Freightliner stands behind its trucks every step of the way. We offer one of the most comprehensive warranties in the business, as well as a variety of extended warranties.

BETTER PARTS. GOOD PRICES.

Alliance Truck Parts offers a range of new and remanufactured maintenance, repair and replacement parts and accessories for virtually all types of heavy-duty trucks at an affordable price. Alliance Truck Parts are sold at Freightliner dealers throughout the U.S. and Canada.



FREIGHTLINERTRUCKS.COM/WORKSMART



Competitive financing available through Daimler Truck Financial. For the Freightliner Trucks dealer nearest you, call 1-800-FTL-HELP. www.freightlinertrucks.com. 10M, 10/13. FTL/MC-B-1288. Specifications are subject to change without notice. Freightliner Trucks is registered to ISO 9001:2008 and ISO 14001:2004. Copyright © 2013. Daimler Trucks North America LLC. All rights reserved. Freightliner Trucks is a division of Daimler Trucks North America LLC, a Daimler company.

LOCATIONS AND CONTACT INFORMATION

www.empiretruck.com

LOCATION	SALES		PARTS		SERVICE	
JACKSON						
373 Highway 49 South Richland MS 39218 (601) 939 - 5000 / (800) 872 - 3673 Fax: (601) 932 - 1570	Mike Tew, General Sales Mgr. Danny Felton, Voo. Mgr. Barry Newell, New/Used Coord. Travis Enlow Keith Winham, Bus Sales Mgr. Squires Huff, Used Truck Mgr. Wayne Brown Hunter Bower	(801) 946 - 1156 (601) 933 - 5284 (601) 933 - 5275 (601) 933 - 5211 (601) 933 - 5298 (601) 933 - 5251 (601) 937 - 1319 (601) 933 - 5223	Jason Dunn, GPM Rick Warrell, Mgr.	(601) 933 - 5221 (601) 933 - 5240	Bob Bullard, GSM Todd Rhodes, Mgr. Charles Goldsmith	(601) 933 - 5320 (601) 933 - 5293 (901) 277 - 6902
Lonnie Cook, Exec. VP / GM Danny Ermine, VP / Customer Support Bob Bullard, General Service Mgr. Jason Dunn, General Parts Mgr.						
JACKSON BODY SHOP						
345 Highway 49 South Richland, MS 39218 (601) 933 - 5310 / (800) 872 - 3673 Fax: (601) 933 - 5312	Wes Guymon, Collision Spec. Jeff Payne, Collision Spec.	(601) 940 - 8806 (601) 750 - 2669	David Sayers, Coord.	(601) 933 - 5309	Ronnie Netherland, Mgr.	(601) 668 - 2592
MERIDIAN						
125 Highway 11 & 80 East Meridian, MS 39301 (601) 482 - 5575 / (800) 748 - 3082 Fax: (601) 693 - 1535	Danny Felton, Voo. Mgr.	(601) 948 - 8822	Danny Whitman, Mgr.	(662) 736 - 3632	Scott Switzer, Mgr.	(601) 616 - 2502
COLUMBUS						
155 Wilkins Wise Road Columbus, MS 39705 (662) 328 - 0820 / (800) 530 - 7121 Fax: (662) 328 - 1702	Danny Felton, Gov. Mgr.	(601) 946 - 8822	Bobby Easter, Mgr.	(662) 889 - 0054	Mike Burgess, Mgr. Justin Smith	(662) 889 - 4700 (662) 265 - 7501
HATTIESBURG						
300 Sullivan Kilrain Road Hattiesburg, MS 39402 (601) 544 - 3000 / (800) 611 - 6246 Fax: (601) 268 - 2232	Andrew Richardson	(601) 622 - 3747	Bryan West, Mgr.	(601) 517 - 2826	Darron Hodge, Mgr.	(601) 238 - 0937
BILOXI						
8480 West Oak Lawn Road Biloxi, MS 39532 (228) 355 - 0000 / (800) 748 - 9100 Fax: (228) 396 - 2333	Ricky Allen, Store Mgr.	(601) 946 - 0940	John West, Mgr.	(228) 348 - 2325	Terry Hobbs, Mgr.	(251) 229 - 8440
BROOKHAVEN						
121 Stribling Road Brookhaven, MS 39601 (601) 835 - 4400 Fax: (601) 835 - 1121	Tanner Malone	(601) 968 - 7004	John Wilson, OPS Mgr. Tracy Smith, Mgr.	(601) 236 - 2876 (601) 836 - 4400	Dean Smith, Mgr.	(601) 787 - 0134
WAYNESBORO						
3610 Highway 145 South Waynesboro, MS 39601 (601) 735 - 2092 Fax: (601) 835 - 1121	Andrew Richardson James Koontz	(601) 622 - 3747 (601) 938 - 2439	Chris Coward	(601) 410 - 2439		
MOBILE						
2495 WEST I-65 Service Road N. Mobile, AL 36612 (251) 330 - 0088 / (800) 550 - 0088 Fax: (251) 330 - 0933	Kevin Wood, Store Mgr. Danny McHenry Brent Partin	(251) 680 - 3188 (251) 454 - 7177 (251) 599 - 9828	Jim Lindsey, Mgr.	(251) 455 - 4481	Toby Pridgen, RSM	(251) 379 - 3330
MOBILE BODY SHOP						
2495 WEST I-65 Service Road N. Mobile, AL 36612 (251) 330 - 0088 / (800) 550 - 0088 Fax: (251) 330 - 1069	Louis Ashbee, Estimator	(251) 454 - 8714	Rose Flowers	(251) 591 - 6392	Marc Godzisz, Mgr.	(337) 400 - 1007
SLIDELL						
210 Frontage Road Slidell, LA 70458 (985) 641 - 4000 / (800) 259 - 5260 Fax: (985) 641 - 9808	Brian Jackson, Store Mgr. Brett Carrubba	(985) 400 - 8515 (228) 343 - 3705	Doug Palermo, Mgr.	(504) 460 - 8551	Wayne Hudspeth, Mgr. Mark Kohli, Mgr.	(504) 247 - 2450 (228) 671 - 0309
PENSACOLA						
2255 West Detroit Blvd Pensacola, FL 32514 (850) 318 - 9000 Fax: (850) 478 - 9907	Kevin Wood, Mgr. Bill Sadler Buster Slay Brent Partin	(251) 680 - 3188 (850) 287 - 3450 (334) 201 - 7529 (251) 599 - 9828	Erick Perkins, Mgr.	(850) 288 - 8618	Dan Nynas, Mgr.	(218) 310 - 6056
MOSSY HEAD						
15 Sand Mine Road Defuniak Springs, FL 32435 (850) 951 - 2100	Keith Snow, Store Mgr. Buster Slay	(850) 259 - 6469 (334) 201 - 7529	Al Wiles, Mgr.	(850) 698 - 4400	Kris Capps, Mgr.	(850) 736 - 3831



CENTRALBIDDING
FROM CENTRAL AUCTION HOUSE

Knuckle Boom Loader and Trash Body with Chassis
City of Hattiesburg - MS

Project documents obtained from www.CentralBidding.com

10-Nov-2018 01:39:42 PM

SPECIFICATIONS

KNUCKLE BOOM LOADER AND TRASH BODY WITH CHASSIS

THE UNIT WILL BE USED IN COLLECTION AND LOADING OF BULK TRASH, LIMBS, LEAVES, BUILDING MATERIALS, AND WHITE GOODS, OR OTHER MATERIALS OF THAT NATURE. **UNIT MUST BE MANUFACTURED IN AN ISO 9000:2000 CERTIFIED FACILITY.** PROPOSAL INCLUDES DELIVERY, TRAINING OF OPERATORS AND SERVICE PERSONNEL.

LOADER SPECIFICATIONS

1.0 Boom:

- | | |
|-----|--|
| YES | 1.1 Total boom length to be 22ft. |
| YES | 1.2 Minimum lift capacity to be 3,000 lbs. @ 22 ft., (including grapple) |
| YES | 1.3 Boom Pedestal to be constructed of High Strength Steel with a moment capacity of 110,000 ft-lbs. and shall be mounted between rear axle and cab for maximum stability. |
| YES | 1.4 Boom Pivot shall be mounted to the pedestal by means of a slewing ring\bearing that has a minimum capacity of 513,000 lbs. static load and 186,000 Ft-Lbs. moment. The Boom Pivot-Pedestal Assembly shall not exceed 95 inches in height from truck frame (truck frame approx. 40 inches in height). Boom pivot shall be constructed with a safety device. |
| YES | 1.5 Boom shall have 360 degrees continuous rotation. A positive locking pin shall be provided to alleviate rotation while transporting. |
| YES | 1.6 Boom rotation shall be accomplished by a direct hydraulic swing drive through a slewing (bearing) ring capable of producing 342,000 inch-pounds min. of torque. The motor shall be equipped with both counterbalance and pressure relief valves. |
| YES | 1.7 Entire Boom Assembly shall be designed with a tensile strength to provide a safety factor of 3 to 1 at the rated load capacity. |
| YES | 1.8 Main Boom and Tip Boom shall be constructed of reinforced High Strength Steel Tube. |
| YES | 1.9 Main Boom shall be equipped with mechanical stops to prohibit hydraulic cylinders from bottoming out. |
| YES | 1.10 Boom pedestal to be mounted directly to the chassis frame rails. Mounting must include inside frame rail supports at the mounting points. |
| YES | 1.11 The entire boom must be serviceable down to the component level, e.g., every hydraulic hose, fluid tubes, bracket, pin, etc. Having to replace subassemblies in order to repair a component will not be acceptable. |
| YES | 1.12 All boom connections requiring pins shall be equipped with replaceable bushings and heat-treated steel pins with provisions for lubrication. |
| YES | 1.13 HYDRAULIC LINES TO TRAVEL THROUGH THE INSIDE OF BOOM FOR SAFE, UNRESTRICTED OPERATION. |

2.0 Operator's Station:

- | | |
|-----|--|
| YES | 2.1 Operator controls shall be controlled by means of hydraulic joysticks located on both sides of the |
|-----|--|

loader (two per side, three functions per joy stick)

- YES 2.2 A safety feature shall be provided to allow only one side of controls to function at a time. Joy sticks shall function only from one side at a time.
- YES 2.3 Joy sticks shall not require any lubrication thereby eliminating frequent maintenance.
- YES 2.4 Outriggers controlled by individual levers located conveniently in the center of the operator's platform.
- YES 2.5 Body dumping is controlled by a single lever at the center of the operator's platform separate from any other control. Proper enclosures shall be provided to protect operator from hydraulic fluid and components. All controls shall be clearly identified as to function.
- YES 2.6 Unit to have an electric operated throttle control to maintain proper engine speed when loader is operated under load. Switch for throttle control to be mounted on operator's platform for operator's convenience.

3.0 Trash Grapple\Bucket:

- YES 3.1 Bucket shall have a 360-degree continuous rotating grapple with a replaceable hydraulic swivel. Swivel shall not be welded or be an integral part of the grapple.
- YES 3.2 Bucket is to be opened and closed by (2) 3½ inch bore hydraulic cylinders with a closing force\“bite” of 4,000 lbs.
- YES 3.3 Bucket is to be 4ft. long and capable of opening to 60 inches from lip to lip.
- YES 3.4 Bucket shall be fabricated with a bolt on replaceable H.S.H.C. steel cutting edge.

4.0 Hydraulics:

- YES 4.1 Reservoir shall be a minimum of 50 gallons. It shall have a dual level/oil temperature gauge on side of tank. An in-tank suction strainer is included.
- YES 4.2 Filter shall be a 10-micron, return line replaceable mounted on outside of reservoir.
- YES 4.3 Main Boom and Tip Boom shall contain pilot operated check valves as an integral part of each cylinder. Bolt on pilot operated check valves will not be permissible.
- YES 4.4 All hoses shall be rated at 4,000-psi working pressure.
- YES 4.5 Control valves shall have a 24 GPM rating at 3,000 PSI and an adjustable relief valve.
- YES 4.6 All hydraulic cylinders to be of the “bolt-on head gland” design.
- YES 4.7 Successful bidder must provide a computer printout at time of delivery showing particle testing of the hydraulic oil done just prior to the unit being shipped in order to illustrate totally uncontaminated oil.

5.0 Power Source:

- YES 5.1 A heavy – duty clutch style (Hot Shift) PTO and a heavy duty tandem bi-rotational hydraulic pump which allows for “multiple function control” of the crane functions.

6.0 Throttle Control:

YES 6.1 Unit to have an electric operated throttle control to maintain proper engine speed when loader is operated under load. Switch for throttle control to be mounted on operator's platform for operator's convenience.

YES 6.2 Throttle speed-up shall operate only when the transmission is in the neutral position.

7.0 Outriggers:

YES 7.1 Outriggers shall be extendable to a distance that will resist the tipping moment under maximum rated load, and have pilot operated holding valves.

YES 7.2 The outriggers are to be equipped with smooth pads to cause minimum damage to contacted surface.

YES 7.3 Outriggers shall be "A" frame style.
The retracted overall dimension shall be approx. 7 ft. 11 inches and the extended dimension (at ground level) shall be approx. 9 ft. 8 inches.

YES 7.4 Outrigger cylinders for stabilizing loader shall be mounted inside telescoping legs. Outrigger cylinders shall have pilot operated check valve to prevent possible leak down.

8.0 Paint:

YES 8.1 Loader shall receive (1) coat of high- grade primer and (2) coats of high-grade enamel paint (manufacturer's standard colors).

1.0 Trash Body:

YES 1.1 30 cubic yard capacity.

YES 1.2 20 ft. body length.

YES 1.3 Body floor shall be made of 1/4" steel 1 solid piece.

YES 1.4 Body walls to be constructed with 10-gauge sheet steel. Wall stiffeners to be 3 inches x 4 inches minimum, 11 gauge formed channels placed on approximately 24-inch centers.

YES 1.5 Body walls shall have a top rail formed from 11-gauge minimum steel in such manner as to encapsulate top end of vertical wall stiffeners and edge of wall sheet.

YES 1.6 Wall stiffeners will be welded to top rail and wall skins and floor bumper rail.

YES 1.7 Front body wall to be 42 inches high with side walls transition from 42 inches at the front to 72 inches high 8 ft. from the front.

YES 1.8 Body full length main structural channel sills to be 8 inch @ 11.5 lbs. per ft. Cross sills to be 4 inch @ 5.4 lbs. per ft structural channel. Cross sills to be placed on 12- inch centers.

YES 1.9 Body shall have a one-piece door 5 foot with 3 heavy duty hinges with 1-inch diameter pin and allow for lubrication.

YES 1.10 The rear door shall serve as the grapple rest and have a slot 25 inches wide x 12 inches tall. The door shall have a 3/16 "skin with 4-inch x 2-inch x ¼ inch rectangular tubing reinforcement to support

weight of grapple.

- YES 1.11 Door latch shall be cam operated from the driver's side and provide a safety lock. A provision shall be made to allow the door to be opened and rotate against passenger side body wall with latch to hold open while dumping body.

2.0 Body Hoist:

- YES 2.1 The hoist system shall be two 5" bore, two stage telescopic hydraulic cylinders rated @ 2,500 PSI working pressure mounted to provide a 45-degree dump angle. Left and right hoist cylinders must be mounted outboard of the chassis frame.

3.0 Lights and Reflectors:

- YES 3.1 L.E.D. lights shall be provided. One marker and strobe light on left and right top of rear body posts. a 2 ½ inch marker and 2-inch x 6-inch strobe. Also, provide one light on left and right rear under body for back up and brake/turn in metal box. There shall be 3 marker lights mounted on rear of body centered. All Lighting to be Dot Standards and shall conform to current state and federal standards.

- YES 3.2 Reflective safety tape shall be on both sides and on rear of body.

4.0 Paint:

- YES 4.1 Body exterior shall receive (1) coat of high-grade primer and (2) coats of high-grade enamel paint.

- YES 4.2 Body interior shall receive (1) coat of high-grade primer.

5.0 Safety Rear Bumper:

- YES 5.1 Body shall have a rear safety bumper. The bumper must meet U.S. department of transportation federal motor carrier safety administration, part 571.233 for rear impact guards and part 571.224 for rear impact protection.

6.0 Safety Props

- YES 6.1 Two (2) body safety props shall be installed one on each side of the body frame rails.

7.0 Warranty:

- YES 7.1 Bidder must provide all warranties required below. Failure to provide such warranties may result in your bid being deemed non-responsive.

- YES 7.2 Entire unit to have a one Year Parts and Labor warranty and a 1 year structural warranty.

- YES 7.3 All Warranty Work shall be done on Customer's site (On-site Warranty repair). Customer shall not be responsible for transportation of unit for warranty work.

8.0 Other Requirements:

- YES 8.1 18" DEEP X 18" WIDE X 36" LOCKING HEAVY DUTY TRUCK BOX SHALL BE FRAME MOUNTED ON EACH SIDE OF CAB BEHIND OPERATOR PLATFORM.

- YES 8.2 TWO (2) SETS OF RAKE/SHOVEL LOOPS SHALL BE MOUNTED ON THE FRONT WALL OF THE BODY.

YES 8.3 Two (2) LED WORK LIGHTS MOUNTED ON TIP BOOM

YES 8.4 REAR STROBE UNDER BODY W/GUARD

TRUCK CHASSIS REQUIREMENTS

YES 1.0 Engine
1.1 450 H.P. Inline 6 Cylinder Turbo Diesel Wet Sleeve w/ 1000lb/ft torque or Dry Sleeve. Minimum engine warranty – 24 Months/250,000 Miles

YES 1.2 160 or greater Amp Alternator

YES 1.3 (3) 12Volt 2280 CCA Batteries

YES 1.4 18.7 CFM Compressor

YES 1.5 115 Volt Block Heater

YES 1.6 Engine Brake w Variable geometry Turbo

YES 1.7 Gates Blue Stripe Coolant Hoses

YES 1.8 RH Inboard Frame Mounted Horizontal After-treatment Device w RH Cab Mounted Vertical Tailpipe.

YES 1.9 23-gallon DEF Tank filled 100% full at delivery

YES 1.10 1100 Square Inch Radiator

YES 1.11 Side of Hood Air Intake and Donaldson Air Cleaner, With Pre-Cleaner

YES 1.12 Battery Disconnect mounted inside cab

YES 2.0 Transmission
2.0 Allison 3000 RDS w/ PTO Provision and push button shift control on dash. with 6-Speed Overdrive Option.

YES 2.2 Interface Wiring and Body Builder Connector Back of Cab.

YES 2.3 Electronic Transmission Customer Access Connector Back of Cab

YES 2.4 Water to Oil Transmission Cooler

YES 2.5 Castrol Transynd Synthetic Transmission Fluid

YES 3.0 Front Axle
3.1 16,000lb Front Axle

YES 3.2 16,000lb Taper Leaf Suspension w/ Shock Absorbers

YES 3.3 16.5" x 6" Q+ Brake Shoes w/ Auto Slack Adjusters

- 4.0 Rear Axle
- YES** 4.1 40,000 lb. Rear Tandem Axle, w/ synthetic lube
- YES** 4.2 40,000lb Variable Rate Multi-Leaf Suspension w/ Helper and Radius Rod
- YES** 4.3 17N Main Driveline or Equivalent
- YES** 4.4 Axle ratio to be 5.29 and achieve road speed of 68 mph.
- YES** 4.4 16.5" x 7" Q Cam Brake Shoes w/ Auto Slack Adjusters
- 5.0 Brake System
- YES** 5.1 Anti-Lock Air Brakes
- YES** 5.2 Bendix AD-9 Air Dryer with heater and Pull Cables on all Reservoirs.
- 6.0 Frame and Wheelbase
- YES** 6.1 274" Wheelbase, 210" CA or Equivalent for Body Specified
- YES** 6.2 Front Tow Hooks
- YES** 6.3 11/32" x 3-1/2" x 10-3/16" Steel Frame or Equivalent with 120KSI
- YES** 6.4 Minimum 1,808,400 Frame RBM per rail / Section modulus 15.07 per rail
- 7.0 Fuel Tanks & Equipment
- YES** 7.1 80 Gallon LH Aluminum Fuel tank
- YES** 7.2 Fuel water Separator with Indicator Light
- YES** 7.3 Fuel Cooler
- 8.0 Cab
- YES** 8.0 Heavy Duty Aluminum Non-Automotive Cab with 60 Month / 150,000 Mile Warranty.
- YES** 8.1 Air Cab Mounts
- YES** 8.2 2-1/2 " Fender Extension
- YES** 8.3 Bug screen, LH/RH Grab handles,
- YES** 8.3 Heated Dual Stainless-Steel West Coast Mirrors w/ 8" Spot Mirrors
- YES** 8.4 Air Horn Roof Mounted
- YES** 8.5 Heater, Defroster, Air Conditioner
- YES** 8.6 High Back Air Ride Driver Seat w/ 2-Man Passenger Seat w/ Toolbox Underneath
- YES** 8.7 Vinyl Seat Covers for Driver and Passenger
- YES** 8.8 Cruise Control, Tachometer, Backup Alarm, Oil Pressure Gauge

YES 8.9 AM/FM/WB Radio

YES 8.10 Automatic Self-Reset Circuit Breakers

YES 8.11 2 ½lb Fire Extinguisher and Triangular Reflectors

YES 8.12 Two Cup Holders in Dash

YES 8.13 Electric Windshield Wipers with Delay

YES 8.14 12V Power supply in dash

YES 8.15 Tilt and Telescoping steering wheel

YES 8.16 Engine remote interface with preset fast idle

YES 8.17 Dash mounted PTO switch

9.0 Tires and Wheels

YES 9.1 Front Tires: 385/65R22.5 G291 18 Ply with Highway Tread – 10 Hub Pilot Disc Wheels

YES 9.2 Rear Tires: 11R/22.5 G287 14 Ply with Traction Tread –10 Hub Pilot Disc Wheels

General Chassis Requirements

YES * Must provide parts/warranty/service within 30-mile radius.

YES * Must provide a 24-hour service location

YES * Must provide dot inspection.

YES * Must provide on-site driver training at time of delivery.

YES * Must provide towing/roadside service warranty for 1Year.

YES * Selling Dealer must provide Diesel GHG14 and OBD 2015 support for both engine and exhaust systems.

NO Bidder shall provide a separate quote on chassis per bid specifications equipped with a Telma Retarder.

NO Bidder may offer a guaranteed buy-back provision at the end of two, three and four years. If buy-back is offered, bidder must list and conditions and/or limitations to their buy-back offer. The buy-back offer may be a factor in determining the lowest and best bid.

Prepared for:
City Clerk
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401
Phone: 6015454500

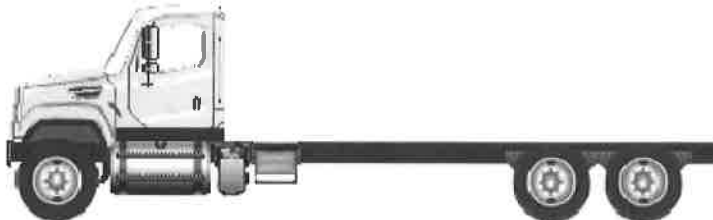
Prepared by:
William Richardson
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373 HIGHWAY 49 SOUTH
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39218
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Mobile:

A proposal for
City of Hattiesburg

Prepared by
EMPIRE TRUCK SALES
William Richardson

Dec 06, 2018

Freightliner 114SD



Components shown may not reflect all spec'd options and are not to scale

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S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-18D	SD PRL-18D (EFF:04/17/18)		
Data Version			
DRL-031	SPECPRO21 DATA RELEASE VER 031		
Vehicle Configuration			
001-177	114SD CONVENTIONAL CHASSIS	7,934	6,576
004-220	2020 MODEL YEAR SPECIFIED		
002-003	SET FORWARD AXLE - TRUCK		
019-002	STRAIGHT TRUCK PROVISION		
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-002	TRUCK CONFIGURATION		
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-011	CONSTRUCTION SERVICE		
A84-1CO	CONSTRUCTION BUSINESS SEGMENT		
AA4-003	DRY BULK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-1AD	FREIGHTLINER LEVEL I WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 16000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 40000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 56000.0 lbs		
Truck Service			
AA3-005	FLATBED/PLATFORM/STAKE BODY		



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	Data Code	Description	Weight Front	Weight Rear
	AF3-1W5	HOL MAC CORPORATION		
Engine				
	101-2X4	DETROIT DD13 12.8L 370 HP @ 1625 RPM, 1900 GOV RPM, 1250 LB/FT @ 975 RPM		
Electronic Parameters				
N	79A-068	68 MPH ROAD SPEED LIMIT		
	79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
	79G-006	5 MINUTES IDLE SHUTDOWN WITH CLUTCH AND SERVICE BRAKE OVERRIDE		
	79K-001	PTO MODE ENGINE RPM LIMIT - 600 RPM		
	79M-002	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED OR PARK BRAKE NOT APPLIED		
	79P-001	PTO RPM WITH CRUISE SET SWITCH - 600 RPM		
	79Q-001	PTO RPM WITH CRUISE RESUME SWITCH - 600 RPM		
	79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
	79T-001	PTO MODE RPM INCREMENT - 25 RPM		
	79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
	79W-001	ONE REMOTE PTO SPEED		
	79X-003	PTO SPEED 1 SETTING - 800 RPM		
	80D-001	SOFT CRUISE CONTROL ENABLED		
	80G-001	PTO MINIMUM RPM - 600		
Engine Equipment				
	99C-017	2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION		
	99D-011	2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR)		
	13E-001	STANDARD OIL PAN		
	105-001	ENGINE MOUNTED OIL CHECK AND FILL		
	014-107	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER WITH SAFETY ELEMENT AND PASSIVE PRECLEANER		
	124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
	292-209	(3) DTNA GENUINE, FLOODED STARTING, MIN 3375CCA, 585RC, THREADED STUD BATTERIES		
	290-017	BATTERY BOX FRAME MOUNTED		

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Data Code	Description	Weight Front	Weight Rear
281-001	STANDARD BATTERY JUMPERS		
282-003	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE BACK OF CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
87P-998	NO CAB AUXILIARY POWER WIRING		
293-060	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH WITH LOCKING PROVISION MOUNTED OUTBOARD DRIVER SEAT	8	
107-044	BW MODEL BA-921 19.0 CFM SINGLE CYLINDER AIR COMPRESSOR WITH SAFETY VALVE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-002	JACOBS COMPRESSION BRAKE		
016-1C3	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE		
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
239-001	STANDARD EXHAUST SYSTEM LENGTH		
237-052	RH STANDARD HORIZONTAL TAILPIPE		
23U-003	23 GALLON DIESEL EXHAUST FLUID TANK	15	5
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
43X-003	LH FORWARD FACE OF DIESEL EXHAUST FLUID TANK 24 TO 28 INCHES BACK OF CAB		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
273-036	BORG WARNER (KYSOR) REAR AIR ON/OFF ENGINE FAN CLUTCH		
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
110-068	DDC SUPPLIED ENGINE MOUNTED FUEL FILTER/FUEL WATER SEPARATOR WITH WATER-IN-FUEL INDICATOR		
118-001	FULL FLOW OIL FILTER		
266-057	1500 SQUARE INCH ALUMINUM RADIATOR		
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		

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Data Code	Description	Weight Front	Weight Rear
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-023	HDEP FIXED RATIO COOLANT PUMP AND RADIATOR DRAIN VALVE		
138-005	PHILLIPS-TEMRO 1500 WATT/115 VOLT BLOCK HEATER	4	
140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
155-074	DELCO 12V MOD 3.175-39MT+ OCP STARTER WITH THERMAL PROTECTION AND INTEGRATED MAGNETIC SWITCH		

Transmission

342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
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Transmission Equipment

343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV
84B-002	ALLISON VOCATIONAL RATING FOR CONCRETE MIXER APPLICATIONS ONLY AVAILABLE WITH 3000 PRODUCT FAMILIES
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84L-000	LOAD BASED SHIFT SCHEDULE AND VEHICLE ACCELERATION CONTROL RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED VOCATIONAL USAGE

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Data Code	Description	Weight Front	Weight Rear
84N-000	NEUTRAL AT STOP - DISABLED, FUELSense - DISABLED		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
84V-001	DIRECTION CHANGE ENABLED WITH MULTIPLEXED SERVICE BRAKES - ALLISON 5TH GEN TRANSMISSIONS		
353-022	VEHICLE INTERFACE WIRING CONNECTOR WITHOUT BLUNT CUTS, AT BACK OF CAB		
34C-002	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR MOUNTED BACK OF CAB		
362-035	CUSTOMER INSTALLED CHELSEA 277 SERIES PTO		
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-011	WATER TO OIL TRANSMISSION COOLER, FRAME MOUNTED		
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

400-1A9	DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	190
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	10
403-002	NON-ASBESTOS FRONT BRAKE LINING	
419-023	CONMET CAST IRON FRONT BRAKE DRUMS	
409-006	FRONT OIL SEALS	
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL	
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES	
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS	
406-001	STANDARD KING PIN BUSHINGS	
536-012	TRW TAS-85 POWER STEERING	40



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Data Code	Description	Weight Front	Weight Rear
539-003	POWER STEERING PUMP		
534-003	4 QUART POWER STEERING RESERVOIR	5	
40T-001	ORGANIC SAE 80/90 FRONT AXLE LUBE		
Front Suspension			
620-026	16,000# TAPERLEAF FRONT SUSPENSION	200	
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
420-1K4	MT-40-14XP 40,000# R-SERIES TANDEM REAR AXLE		-30
421-529	5.29 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	40	40
388-073	MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES		
878-019	(1) INTERAXLE LOCK VALVE FOR TANDEM OR TRIDEM DRIVE AXLES		
87A-001	BLINKING LAMP WITH EACH INTERAXLE LOCK SWITCH, INTERAXLE UNLOCK DEFAULT WITH IGNITION OFF		
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-003	STANDARD BRAKE CHAMBER LOCATION		
451-023	CONMET CAST IRON REAR BRAKE DRUMS		
440-006	REAR OIL SEALS		
426-101	WABCO TRISTOP D LONGSTROKE 2-DRIVE AXLE SPRING PARKING CHAMBERS		
428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS		
41T-001	ORGANIC SAE 80/90 REAR AXLE LUBE		
42T-001	STANDARD REAR AXLE BREATHER(S)		
Rear Suspension			
622-006	40,000# 4-SPRING FLAT LEAF REAR SUSPENSION		
621-001	SPRING SUSPENSION - NO AXLE SPACERS		

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Data Code	Description	Weight Front	Weight Rear
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
624-011	52 INCH AXLE SPACING		
623-001	HEAVY DUTY FORE/AFT CONTROL RODS		
Brake System			
490-100	WABCO 4S/4M ABS		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-009	BW AD-9 BRAKE LINE AIR DRYER WITH HEATER	20	
479-015	AIR DRYER FRAME MOUNTED		
460-001	STEEL AIR BRAKE RESERVOIRS		
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)		
Trailer Connections			
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT		
Wheelbase & Frame			
545-747	7475MM (295 INCH) WHEELBASE		
546-1B2	1/2X3.64X11-7/8 INCH STEEL FRAME (12.7MMX301.6MM/0.5X11.88 INCH) 120KSI	1,140	80
552-030	1600MM (63 INCH) REAR FRAME OVERHANG		
55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH		
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 210.84 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 207.84 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 374.26		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 211.54 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 126.27 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 265.69 in		
553-001	SQUARE END OF FRAME		

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Data Code	Description	Weight Front	Weight Rear
550-001	FRONT CLOSING CROSSMEMBER		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER		
Chassis Equipment			
556-1AG	16.5 INCH PAINTED STEEL STRAIGHT BUMPER		
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
Fuel Tanks			
204-154	80 GALLON/302 LITER ALUMINUM FUEL TANK - LH	10	
218-006	25 INCH DIAMETER FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
216-020	EQUIFLO INBOARD FUEL SYSTEM		
11F-998	NO NATURAL GAS VEHICLE FUEL TANK VENT LINE/STACK		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
221-001	FUEL COOLER	10	
Tires			
093-0TA	MICHELIN XZY-3 385/65R22.5 18 PLY RADIAL FRONT TIRES	130	
094-1UX	MICHELIN X MULTI D 11R22.5 14 PLY RADIAL REAR TIRES		192
Hubs			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
502-574	ACCURIDE 29807 22.5X12.25 10-HUB PILOT 4.75 INSET 5-HAND STEEL DISC FRONT WHEELS	98	

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Data Code	Description	Weight Front	Weight Rear
505-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS		104
Cab Exterior			
829-1A2	114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-008	AIR CAB MOUNTING		
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
667-001	FRONT FENDERS		
754-002	3-1/2 INCH FENDER EXTENSIONS	15	
678-001	LH AND RH GRAB HANDLES		
646-041	STATIONARY BLACK GRILLE		
65X-004	BLACK HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
727-1AH	SINGLE 14 INCH ROUND POLISHED AIR HORN ROOF MOUNTED		
726-001	SINGLE ELECTRIC HORN		
728-001	SINGLE HORN SHIELD		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-068	HALOGEN COMPOSITE HEADLAMPS WITH BLACK BEZELS		
302-001	(5) AMBER MARKER LIGHTS		
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS		
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-076	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LIGHTS		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
729-001	STANDARD SIDE/REAR REFLECTORS		
677-053	RH AFTERTREATMENT SYSTEM CAB ACCESS WITH STEEL SHIELDING		
768-043	63X14 INCH TINTED REAR WINDOW		
661-004	TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS		
654-003	MANUAL DOOR WINDOW REGULATORS		
663-013	TINTED WINDSHIELD		

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Data Code	Description	Weight Front	Weight Rear
659-007	8 LITER WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITHOUT FLUID LEVEL INDICATOR		
Cab Interior			
707-1AK	OPAL GRAY VINYL INTERIOR		
706-013	MOLDED PLASTIC DOOR PANEL		
708-013	MOLDED PLASTIC DOOR PANEL		
772-006	BLACK MATS WITH SINGLE INSULATION		
785-004	DASH MOUNTED ASH TRAY(S) WITHOUT LIGHTER		
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING		
694-010	IN DASH STORAGE BIN		
742-007	(2) CUP HOLDERS LH AND RH DASH		
680-006	GRAY/CHARCOAL FLAT DASH		
720-002	2-1/2 LB. FIRE EXTINGUISHER	5	
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-001	STANDARD HVAC DUCTING		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-015	STANDARD HEATER PLUMBING		
130-033	DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-033	STANDARD INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-014	DOMELIGHT WITH 3-WAY SWITCH ACTIVATED BY LH AND RH DOORS		
655-001	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS		
284-023	(1) 12 VOLT POWER SUPPLY IN DASH		
756-1J1	BASIC HIGH BACK NON SUSPENSION DRIVER SEAT WITH FORE AND AFT ADJUSTMENT		
760-235	2 MAN TOOL BOX MID BACK NON SUSPENSION PASSENGER SEAT	20	
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-036	VINYL WITH VINYL INSERT DRIVER SEAT		
761-036	VINYL WITH VINYL INSERT PASSENGER SEAT		

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Data Code	Description	Weight Front	Weight Rear
763-101	BLACK SEAT BELTS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10	
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

732-004	GRAY DRIVER INSTRUMENT PANEL		
734-004	GRAY CENTER INSTRUMENT PANEL		
87L-003	ENGINE REMOTE INTERFACE WITH PARK BRAKE AND NEUTRAL INTERLOCKS		
870-001	BLACK GAUGE BEZELS		
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		
721-001	97 DB BACKUP ALARM		3
149-017	ELECTRONIC CRUISE CONTROL WITH SWITCHES ON AUXILIARY GAUGE PANEL (B DASH PANEL)		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
845-011	FUEL FILTER RESTRICTION INDICATOR		
148-070	ENGINE REMOTE INTERFACE WITH PRESET FAST IDLE		
163-001	ENGINE REMOTE INTERFACE CONNECTOR AT BACK OF CAB		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		

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Data Code	Description	Weight Front	Weight Rear
372-036	(1) DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP - PARK BRAKE INTERLOCK	5	
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
746-115	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH AND USB AND AUXILIARY INPUTS, J1939	10	
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
813-1B4	VT-HU CONNECTIVITY PLATFORM HARDWARE		
8D1-002	2 YEARS DETROIT CONNECT BASE PACKAGE (VIRTUAL TECHNICIAN, DETROIT CONNECT PORTAL ACCESS) FOR VT-HU CONNECTIVITY PLATFORM		
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		

Design

065-000 PAINT: ONE SOLID COLOR

Color

980-5F6 CAB COLOR A: L0006EB WHITE ELITE BC
986-020 BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
962-972 POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)



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Data Code	Description	Weight Front	Weight Rear
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
964-020	STANDARD BLACK BUMPER PAINT		
963-003	STANDARD E COAT/UNDERCOATING		

Certification / Compliance

996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS
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Sales Programs

NO SALES PROGRAMS HAVE BEEN SELECTED

TOTAL VEHICLE SUMMARY

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	9919 lbs	6970 lbs	16889 lbs
Total Weight ⁺	9919 lbs	6970 lbs	16889 lbs

Extended Warranty

WBB-237	TC4: HD MODERATE 5 YEARS/200,000 MILES / 322,000 KM EXTENDED TRUCK COVERAGE. FEX APPLIES
WAG-010	TOWING: 1 YEAR/UNLIMITED MILES/KM EXTENDED TOWING COVERAGE \$550 CAP FEX APPLIES
WBA-001	EXCELERATOR ROADSIDE ASSISTANCE: BREAKDOWN SERVICES AND MEMBER DISCOUNTS. ONE-TIME MEMBERSHIP FEE IS GOOD FOR DURATION OF VEHICLE OWNERSHIP

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.



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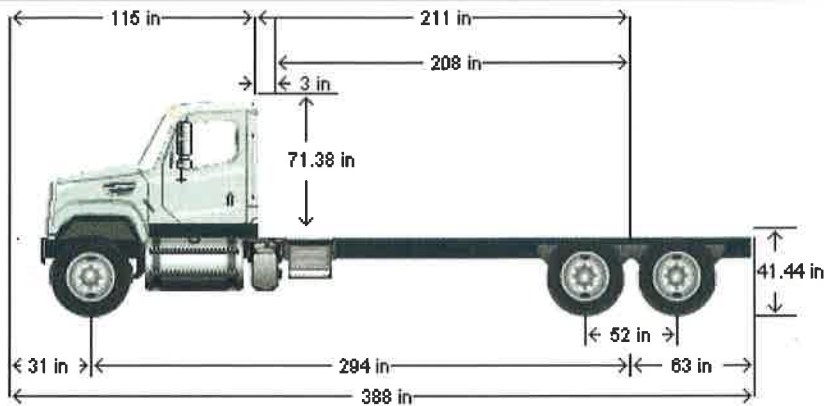
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DIMENSIONS



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model.....	114SD
Wheelbase (545)	7475MM (295 INCH) WHEELBASE
Rear Frame Overhang (552)	1600MM (63 INCH) REAR FRAME OVERHANG
Fifth Wheel (578)	NO FIFTH WHEEL
Mounting Location (577).....	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in)	0
Maximum Rearward Position (in)	0
Amount of Slide Travel (in)	0
Slide Increment (in)	0
Desired Slide Position (in)	0.0
Cab Size (829)	114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682)	NO SLEEPER BOX/SLEEPERCAB
Exhaust System (016).....	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE

TABLE SUMMARY - DIMENSIONS

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Dimensions	Inches
Bumper to Back of Cab (BBC)	114.6
Bumper to Centerline of Front Axle (BA)	31.1
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	210.8
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	207.8
Back of Cab Protrusions (Exhaust/Intake) (CP)	0.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	273.8
Cab Height (CH)	71.4
Wheelbase (WB)	294.3
Frame Overhang (OI)	63.0
Overall Length (OAL)	303.4
Rear Axle Spacing	52.0
Unladen Frame Height at Centerline of Rear Axle	41.4

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

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GVWR

VEHICLE SPECIFICATIONS SUMMARY - GVWR

Model.....	114SD
Cab Size (829).....	114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Expected Front Axle(s) Load (lbs).....	16000.0
Expected Pusher Axle(s) Load (lbs).....	0.0
Expected Rear Axle(s) Load (lbs).....	40000.0
Expected Tag Axle(s) Load (lbs).....	0.0
Expected GVW (lbs).....	56000
Expected GCW (lbs).....	0.0
Front Axle (400).....	DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE
Front Suspension (620).....	16,000# TAPERLEAF FRONT SUSPENSION
Front Hubs (418).....	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS
Front Disc Wheels (502).....	ACCURIDE 29807 22.5X12.25 10-HUB PILOT 4.75 INSET 5-HAND STEEL DISC FRONT WHEELS
Front Tires (093).....	MICHELIN XZY-3 385/65R22.5 18 PLY RADIAL FRONT TIRES
Front Brakes (402).....	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
Steering Gear (536).....	TRW TAS-85 POWER STEERING
Rear Axle (420).....	MT-40-14XP 40,000# R-SERIES TANDEM REAR AXLE
Rear Suspension (622).....	40,000# 4-SPRING FLAT LEAF REAR SUSPENSION
Rear Hubs (450).....	CONMET PRESET PLUS PREMIUM IRON REAR HUBS
Rear Disc Wheels (505).....	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS
Rear Tires (094).....	MICHELIN X MULTI D 11R22.5 14 PLY RADIAL REAR TIRES
Rear Brakes (423).....	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
Pusher / Tag Axle (443).....	NO PUSHER OR TAG AXLE
Pusher / Tag Suspension (626).....	NO PUSHER OR TAG SUSPENSION
Pusher / Tag Hubs (449).....	NO PUSHER OR TAG HUBS
Pusher/Tag Disc Wheels (509).....	NO PUSHER/TAG DISC WHEELS
Pusher / Tag Tires (095).....	NO PUSHER/TAG TIRES
Pusher / Tag Brakes (456).....	NO PUSHER/TAG BRAKES

TABLE SUMMARY - GVWR

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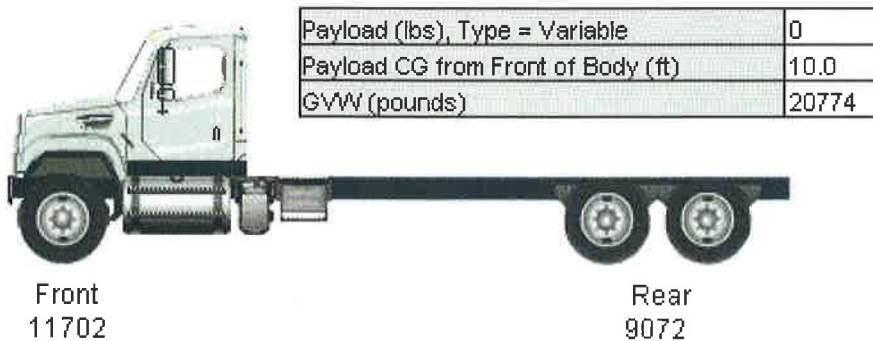
	Front	Rear 1	Rear 2
Axle Component Weight Ratings			
Axles	16000	20000	20000
Suspension	16000	20000	20000
Hubs	23000	26000	26000
Brakes	18000	21000	21000
Wheels	23000	32000	32000
Tires	18740	23360	23360
Power Steering	18000	N/A	N/A
GAWR (per axle)	16000	20000	20000
GAWR (per axle system)	16000		40000
Expected Load (per axle system)	16000		40000
Vehicle GVWR Summary			
Calculated GVWR	56000		
Expected GVWR	50000		
All weights displayed in pounds			

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

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TRUCK WEIGHT



VEHICLE SPECIFICATIONS SUMMARY - TRUCK WEIGHT

Model.....	114SD
Cab Size (829).....	114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Expected Front Axle(s) Load (lbs).....	16000.0
Expected Pusher Axle(s) Load (lbs).....	0.0
Expected Rear Axle(s) Load (lbs).....	40000.0
Expected Tag Axle(s) Load (lbs).....	0.0
Expected GVW (lbs).....	56000
Expected GCW (lbs).....	0.0
Wheelbase (545).....	7475MM (295 INCH) WHEELBASE
Pusher / Tag Axle (443).....	NO PUSHER OR TAG AXLE
Front Axle to Back of Cab (in).....	83.464
Cab to Body Clearance (in).....	3.0
Front Axle to Body (in).....	86.464
Truck Configuration (AA3).....	FLATBED/PLATFORM/STAKE BODY
Body Length (ft).....	20.0
Body Weight (lbs).....	2600.0
Body Horiz CG from Body Front (ft).....	10.0
Body Front to Rear Axle(s) CL (ft).....	17.32
Driver Weight (lbs).....	500.0
Driver Horizontal CG from Front Axle (in).....	55.95
Left-Hand Fuel Tank (204).....	80 GALLON/302 LITER ALUMINUM FUEL TANK - LH

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Left Fuel Tank Horizontal CG (in).....59.823
Right-Hand Fuel Tank (206).....NO RH FUEL TANK
Right Fuel Tank Horizontal CG (in).....0

TABLE SUMMARY - TRUCK WEIGHT

Item	Front(s)	Rear(s)	Total
Chassis Tare	9919	6970	16009
Fuel / Oil	002	183	785
Driver	405	95	500
Dealer Installed Options	0	0	0
Accessories Total	0	0	0
Body Tare	776	1824	2600
Truck Tare Weight	11702	9072	20774
Payload Total	0	0	0
Calculated Axle Loads	11702	9072	20774
Expected Axle Loads / GVW	16000	40000	56000
GAWR / GVWR	16000	40000	56000
Payload CG From Front of Body		10 feet	
Payload CG From Front Axle		17.2 feet	
Payload Distribution		Variable	
All weights displayed in pounds			

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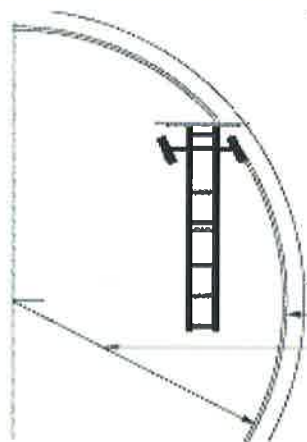
Item	Front(s)	Rear(s)	Total
Chassis Tare	9919	6970	16889
Fuel / Oil	602	183	785
Driver	405	95	500
Dealer Installed Options	0	0	0
Accessories Total	0	0	0
Body Tare	776	1824	2600
Truck Tare Weight	11702	9072	20774
Payload Total	0	0	0
Calculated Axle Loads	11702	9072	20774
Expected Axle Loads / GVW	16000	10000	56000
GAWR / GVWR	16000	10000	56000
Payload CG From Front of Body		10 feet	
Payload CG From Front Axle		17.2 feet	
Payload Distribution		Variable	
All weights displayed in pounds			

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

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TURNING RADIUS



Turning radius graphic and data provided strictly for comparisons between model configurations. Weather, road surfaces, and tire treads affect the results. It is strongly suggested that actual vehicles be measured before constructing any roads/driveways using this information. For specific figures regarding your configuration, please contact your CAE representative.

	Dimensions	Tolerance
Wall to Wall Diameter (ft)	79.8	+/- 3.0
Curb to Curb Diameter (ft)	77.2	+/- 3.0
Turning Radius (ft)	37.9	+/- 1.5

VEHICLE SPECIFICATIONS SUMMARY - TURNING RADIUS

Model..... 114SD
Cab Size (829)..... 114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Wheelbase (545) 7475MM (295 INCH) WHEELBASE
Front Tires (093) MICHELIN XZY-3 385/65R22.5 18 PLY RADIAL FRONT TIRES
Width (in) 16.1
Front Axle (400) DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE
Kingpin Intersection (in) 71
Bumper (556) 16.5 INCH PAINTED STEEL STRAIGHT BUMPER
Width (in) 95.8
Bumper Miter to Front Axle (in) 31.1
Primary Steering Location (003)..... LH PRIMARY STEERING LOCATION
Steering Gear (536) TRW TAS-85 POWER STEERING
Dual Steering Gear NONE
Ram NONE
Rear Axle (420)..... MT-40-14XP 40,000# R-SERIES TANDEM REAR AXLE
Axle Spacing (624)..... 52 INCH AXLE SPACING

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Time and Distance Tables

1.1 Freightliner Level II (Factory Released On or After 01/07/2013)

Level II coverage is not available for vehicles in this vocation:		Mining
Category Determinants		
Road Surface - most severe in-transit between sites	Up to 30% off-highway rough, maintained concrete/asphalt; maintained gravel/crushed rock; maintained dirt or soft soil	
	Models with limitations: Columbia, Century, or Coronado - Up to 10% off-highway rough, maintained concrete/asphalt; maintained gravel/crushed rock	
Gross Combined Weight Rating	140,000 lb/63 505 kg or less	
	-Doubles on NY turnpikes are rated 143,000 lb -Doubles on FL turnpikes are rated 147,000 lb	
Axles and Manufacturer's Gross Vehicle Weight Rating		
2-Axle Unit	49,000 lb/21 000 kg or less	
3-Axle Unit	69,000 lb/31 000 kg or less	
4-Axle Unit	89,000 lb/40 000 kg or less	
5-Axles or More	98,000 lb/44 452 kg or less	
Coverage ¹		
Description	Time ²	Distance ²
Basic Vehicle	1 Year	100,000 mi/161 000 km
Battery	1 Year	100,000 mi/161 000 km
Brightwork	6 Months	Unlimited
Cab Corrosion/Perforation	5 Years	Unlimited
Cab Structure	3 Years	150,000 mi/241 000 km
Corrosion	6 Months	Unlimited
Crossmembers	5 Years	300,000 mi/483 000 km
Emission Regulations ³		
Diesel Emission 2010 ⁴	5 Years	100,000 mi/161 000 km
GHG14/17 ⁵ (Medium Heavy Duty to Heavy Heavy Duty Trucks/Tractors)	5 Years	100,000 mi/161 000 km
GHG14/17 ⁵ Tire (File Direct)	2 Years	24,000 mi/38 400 km
Frame Rails	5 Years	300,000 mi/483 000 km
Front/Steer Axle ⁶		
Detroit ⁷	2 Years	Unlimited
Non-Detroit	2 Years	100,000 mi/161 000 km
Paint	1 Year	100,000 mi/161 000 km
Paint, Chassis	6 Months	Unlimited
Rear Axle ⁸		
Detroit ⁷	2 Years	Unlimited
Non-Detroit	2 Years	100,000 mi/161 000 km
Transfer Case	2 Years	100,000 mi/161 000 km

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Coverage ¹		
Description	Time ²	Distance ²
Transmission ⁹		
Detroit DT-12 ⁷	5 Years	750,000 mi/1 200 000 km
Non-Detroit	2 Years	100,000 mi/161 000 km

¹ Because Warranty coverage is determined by a unit's specifications, gross combination weight rating, road surface, and vocation, coverage may vary. For unit-specific coverage, Dealers should enter a product serial number or vehicle identification number on the *Coverage Info* screen in OWL; for customers without access to OWL, see ordering Dealer for more information.

² Time or distance, whichever comes first.

³ See *Emission Regulations* subsection that follows or separate engine owner's manual for regulatory information.

⁴ Applies to vehicles equipped with EPA 2010 compliant diesel engines.

⁵ Applies to models 2013 and later domiciled in the United States and Canada.

⁶ Customers will have only one (1) type of front/steer axle coverage, either Detroit or non-Detroit, depending on how the unit is spec'd. Front axle coverage is also applicable to gliders. Detroit coverage may vary due to vocation, unit specifications, etc.; table shows the minimum coverage possible. For instructions on accessing unit-specific coverage, please see footnote 1 above.

⁷ Access Detroit parchments at *DTNACONnect > Warranty Lit > Coverages > Detroit*; for customers without access, see ordering Dealer for more information.

⁸ Customers will have only one (1) type of rear axle coverage, either Detroit or non-Detroit, depending on how the unit is spec'd. Detroit coverage may vary due to vocation, unit specifications, etc.; table shows the minimum coverage possible. For instructions on accessing unit-specific coverage, please see footnote 1 above.

⁹ Customers will have only one (1) type of transmission coverage, either Detroit or non-Detroit, depending on how the unit is spec'd.

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1.2 Freightliner Level II (Factory Released Prior to 01/07/2013)

Level II coverage is not available for vehicles in this vocation:		Mining
Category Determinants		
Road Surface - most severe in-transit between sites	Up to 30% off-highway rough, maintained concrete/asphalt; maintained gravel/crushed rock; maintained dirt or soft soil	
	Models with limitations: Columbia, Century, or Coronado - Up to 10% off-highway rough, maintained concrete/asphalt; maintained gravel/crushed rock	
Gross Combined Weight Rating	140,000 lb/63 505 kg or less	
	-Doubles on NY turnpikes are rated 143,000 lb -Doubles on FL turnpikes are rated 147,000 lb	
Axles and Manufacturer's Gross Vehicle Weight Rating		
2-Axle Unit	46,000 lb/20 865 kg or less	
3-Axle Unit	66,000 lb/29 937 kg or less	
4-Axle Unit	86,000 lb/39 008 kg or less	
5-Axles or More	98,000 lb/44 452 kg or less	
Coverage ¹		
Description	Time ²	Distance ²
Basic Vehicle	1 Year	100,000 mi/161 000 km
Battery	1 Year	100,000 mi/161 000 km
Brightwork	6 Months	Unlimited
Cab Corrosion/Perforation	5 Years	Unlimited
Cab Structure	3 Years	150,000 mi/241 000 km
Corrosion	6 Months	Unlimited
Crossmembers	5 Years	300,000 mi/483 000 km
Emission Regulations ³		
Diesel Emission 2010 ⁴	5 Years	100,000 mi/161 000 km
GHG14/17 ⁵ (Medium Heavy Duty to Heavy Heavy Duty Trucks/Tractors)	5 Years	100,000 mi/161 000 km
GHG14/17 ⁵ Tire (File Direct)	2 Years	24,000 mi/38 400 km
Frame Rails	5 Years	300,000 mi/483 000 km
Front/Steer Axle ⁶		
Detroit ⁷	2 Years	Unlimited
Non-Detroit	2 Years	100,000 mi/161 000 km
Paint	1 Year	100,000 mi/161 000 km
Paint, Chassis	6 Months	Unlimited
Rear Axle ⁸		
Detroit ⁷	2 Years	Unlimited
Non-Detroit	2 Years	100,000 mi/161 000 km
Transfer Case	2 Years	100,000 mi/161 000 km

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Coverage ¹		
Description	Time ²	Distance ²
Transmission ⁹		
Detroit DT-12 ⁷	5 Years	750,000 mi/1 200 000 km
Non-Detroit	2 Years	100,000 mi/161 000 km

¹ Because Warranty coverage is determined by a unit's specifications, gross combination weight rating, road surface, and vocation, coverage may vary. For unit-specific coverage, Dealers should enter a product serial number or vehicle identification number on the *Coverage Info* screen in OWL; for customers without access to OWL, see ordering Dealer for more information.

² Time or distance, whichever comes first.

³ See *Emission Regulations* subsection that follows or separate engine owner's manual for regulatory information.

⁴ Applies to vehicles equipped with EPA 2010 compliant diesel engines.

⁵ Applies to models 2013 and later domiciled in the United States and Canada.

⁶ Customers will have only one (1) type of front/steer axle coverage, either Detroit or non-Detroit, depending on how the unit is spec'd. Front axle coverage is also applicable to gliders. Detroit coverage may vary due to vocation, unit specifications, etc.; table shows the minimum coverage possible. For instructions on accessing unit-specific coverage, please see footnote 1 above.

⁷ Access Detroit parchments at *DTNACconnect > Warranty Lit > Coverages > Detroit*; for customers without access, see ordering Dealer for more information.

⁸ Customers will have only one (1) type of rear axle coverage, either Detroit or non-Detroit, depending on how the unit is spec'd. Detroit coverage may vary due to vocation, unit specifications, etc.; table shows the minimum coverage possible. For instructions on accessing unit-specific coverage, please see footnote 1 above.

⁹ Customers will have only one (1) type of transmission coverage, either Detroit or non-Detroit, depending on how the unit is spec'd.

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Coverage Descriptions

Based on a unit's specifications, New Product Limited Warranty (Warranty) coverage applies. For unit-specific coverage information (time/distance amounts and component descriptions), enter a product serial number or vehicle identification number (VIN) on the *Check Info/Check Coverage* screen in Online Warranty Link (OWL). Use time and distance tables in conjunction with the coverage description paragraphs; if a coverage is applicable, it will be included as a row in the table.

2.1 Axles

Front/Steer Axle

Detroit

A front/steer axle can be a front powered or non-powered axle. Coverage includes all axle components supplied/manufactured by Detroit Diesel Corporation (Detroit). Warrantable components could include, but not be limited to, I-beam, steering knuckles, differential on drive steer axle, spindles, tie rod ends, kingpins, kingpin bearings, and steering arms. *Excluded components could include, but not be limited to, wheel end equipment and steering linkage components.*

Non-Detroit

A front/steer axle can be a front powered or non-powered axle. Coverage applies to factory-installed axles and includes I-beam, steering knuckles, differential on drive steer axle, spindles, kingpins, kingpin bearings, and steering arms. *Excludes wheel end equipment, tie rod ends, steering linkage components, driveline(s), U-joints, kingpin bushings, kingpin seals, tag axle(s), pusher axle(s), and any axle installed by a service location or body builder.*

Pusher Axle

A pusher axle is a non-driven, weight-bearing axle that can be raised when not required to bear a portion of the load. Since the pusher axle can be of many different configurations, Warranty coverage applies to factory-installed axles and includes all components included in the individual build specification of each individual application. *Excludes any axle installed by a service location or body builder.*

Rear Axle

Detroit

A rear axle could be a drive, non-drive, or tandem axle. Coverage includes all axle components supplied/manufactured by Detroit. Warrantable components could include, but not be limited to, axle housing, carrier assembly, differential assembly, power divider, axle shafts, and gaskets and seals. *Excluded components could include, but not be limited to, suspension and torque rod brackets, tie rod ends, wheel end equipment, wiring, yokes, and attaching hardware.*

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Non-Detroit

A rear axle could be a drive, non-drive, or tandem axle. Coverage applies to factory-installed axles and includes axle housing, carrier assembly, differential assembly, power divider, axle shafts, and gaskets and seals. *Excludes suspension and torque rod brackets, tie rod ends, wheel end equipment, wiring, yokes, driveline(s), U-joints, attaching hardware, tag axle(s), pusher axle(s), and any axle installed by a service location or body builder.*

Tag Axle

A tag axle is a non-driven, continuous weight-bearing axle. Since the tag axle can be of many different configurations, Warranty coverage applies to factory-installed axles and includes all components included in the individual build specification of each individual application. *Excludes any axle installed by a service location or body builder.*

2.2 Basic Chassis/Vehicle

Note: Basic Chassis applies to Freightliner Custom Chassis Corporation (FCCC) products; Basic Vehicle applies to Freightliner, Western Star, and Thomas Built Bus (TBB) products.

Coverage includes all factory-installed components of the chassis/vehicle that are not excluded elsewhere in the Warranty or described as having a different time, or distance, or hours, or listed separately on each new vehicle coverage table. See the Warranty Manual for a complete list of exceptions and exclusions. Also excluded are components warranted directly by component manufacturer.

2.3 Batteries

Standard Battery

Coverage includes Alliance* and NorthStar brand batteries only; claims for all other brands must be submitted directly to the supplier. Includes starting battery assemblies and factory-installed auxiliary power unit (APU) battery assemblies. *Excludes non-Alliance and non-NorthStar brand batteries, battery cables, battery mounting box, and hardware.*

Cranking Battery Only

Coverage includes Alliance* or NorthStar brand batteries only; claims for all other brands must be submitted directly to the supplier. Cranking battery warranty includes factory-installed cranking (starter) battery assemblies only. *Excludes APU battery assemblies, non-Alliance and non-NorthStar brand batteries, battery cables, battery mounting box, and hardware.*

Auxiliary Battery Only

Coverage includes Alliance* or NorthStar brand batteries only; claims for all other brands must be submitted directly to the supplier. Auxiliary battery warranty includes factory-installed APU battery assemblies only. *Excludes cranking (starter) battery assemblies, non-Alliance and non-NorthStar brand batteries, battery cables, battery mounting box, and hardware.*

*Detroit brand batteries of the same group and amperage are interchangeable with Alliance brand batteries and carry the same coverage period.

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2.4 Brightwork

Coverage includes all factory-installed components with chrome, polished aluminum, or polished stainless steel surfaces. *Excludes any damage to backside of bumpers, and concealed or inner surfaces.*

2.5 Cab Corrosion/Perforation

Coverage is limited to rust-through or perforation of the cab and integral sleeper structure and sleeper box due to corrosion from within. *Excludes all conditions of rust or corrosion that have not resulted in rust-through or perforation as well as surface rust or corrosion caused by non-adhesion and any damage to paint such as chips or scratches.*

2.6 Cab Structure

Coverage includes cab and integral sleeper structural components, structural components of factory-installed sleeper boxes, sheet metal panels, doors, and hoods. *Excludes all bolt-on components including door and hood hinges, latches, guides, and other mounting hardware.*

2.7 Corrosion

Coverage includes Warranty against corrosion to any metal or metal alloy part of the vehicle.

Excludes:

- Corrosion caused by general rust (e.g., rust on the unfinished backside of a bumper)
- Surface rust caused by chips or scratches in the paint or chrome surfaces
- Corrosion caused by severe wash solutions, cleaning solvents, detergents, compounds
- Corrosion caused by salinity in the environment or corrosive salts and/or chemicals used on the road surface
- Corrosion due to improper use, misuse, or abuse, negligence, including improper or insufficient maintenance
- Corrosion due to ocean spray
- Corrosion due to environmental damage, including airborne fallout (includes chemicals, tree sap, etc.), or other atmospheric conditions, or other acts of nature
- Corrosion due to damage caused by high-pressure washing
- Corrosion caused by acid rain or other industrial fallout
- Corrosion due to improper prevention measures during storage or use
- Corrosion or rust on tone rings, rotors, or drums

2.8 Cowl Corrosion

Coverage is limited to rust-through or perforation of the cowl due to corrosion from within. *Excludes all conditions of rust or corrosion that have not resulted in rust-through or perforation as well as surface rust or corrosion caused by non-adhesion and any damage to the paint such as chips or scratches.*

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2.9 Cowl Structure

Coverage includes cowl structural components, sheet metal panels, and hood. *Excludes all bolt-on components (e.g., hood hinges, latches, guides, or other mounting hardware).*

2.10 Crossmembers

Coverage includes crossmembers, gussets, and huck-mounting bolts that attach gussets to crossmembers and gussets/crossmembers to frame rails. *Excludes any bolt-on item attached with either conventional or huck bolts.*

2.11 Driveline

Coverage includes driveshaft tubing, U-joints, yokes, support bearings, and splines.

2.12 Frame Rails

Coverage is limited to breaking or cracking of factory-installed frame rails, frame rail liners, frame rail extensions, and any item(s) factory welded to them. *Excludes all bolt-on items attached with either conventional or huck bolts.*

2.13 Glider

A glider is a vehicle that may be ordered without major components. Coverage includes all components identified on the build specification.

2.14 Hybrid Transmission - Eaton

Eaton requires that only hybrid-authorized dealerships work on units equipped with Eaton hybrid parts. Pre-authorization is required prior to repair of these vehicles in order to obtain technical assistance and a pre-authorization number for replacement parts. Eaton hybrid parts will be shipped directly from Eaton and will not be stocked in the Parts Distribution Centers (PDCs) due to the short shelf life and low volume. The following hybrid parts are covered under this Warranty: power electronics carrier (PEC), motor generator, inverter, AC/DC converter, hybrid control module (HCM), transmission control module (TCM), clutch, and electronic clutch actuator (ECA). Coverage does NOT include oil cooler or cooling systems. Please reference Roadranger Warranty Guide TCWY0900 for more information on complete listing of limits and exclusions, as well as terms and conditions.

2.15 Paint (Body, Cab, Cowl)

Body Paint

Coverage includes all factory-painted exterior body surfaces and defects such as orange peel, peeling/delaminating, cracking/checking, or loss of gloss due to cracking, checking, or hazing. *Excludes lack of gloss issues on vehicles painted with low gloss colors; the undersides of hoods and roofs and side mounted air fairings; and any damages to the paint or painted surface such as chips and scratches.*

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Cab Paint

Coverage includes all factory-painted surfaces (except those included in chassis paint coverage) and defects such as orange peel, peeling/delaminating, cracking/checking, or loss of gloss due to cracking, checking, or hazing. *Excludes lack of gloss issues on vehicles painted with low gloss colors; the undersides of hoods and roofs and side mounted air fairings; and any damages to the paint or painted surface such as chips and scratches.*

Cowl Paint

Coverage includes all factory-painted exterior surfaces of cowl structure (except those included in chassis paint coverage) and defects such as orange peel, peeling/delaminating, cracking/checking, or loss of gloss due to cracking, checking, or hazing. *Excludes lack of gloss issues on vehicles painted with low gloss colors; the undersides of hoods and roofs and side mounted air fairings; and any damages to the paint or painted surface such as chips and scratches.*

2.16 Paint (Chassis)

Coverage includes all factory-painted surfaces on frame rails, crossmembers/gussets, front and rear bumpers, suspension components, powertrain components, drivelines, fuel tanks, air tanks, wheel end equipment, tool boxes, battery boxes, access steps, attaching brackets and hardware, and defects such as peeling or non-adhesion. *Excludes U-joints and any damages to paint or painted surface such as chips and scratches.*

2.17 Towing/Roadside Assistance

Coverage may include emergency roadside assistance or towing to the nearest Authorized Service Facility for a warrantable repair in a vehicle-down situation that prevents the safe and lawful operation of the vehicle. Verify coverage on the *Coverage Information* screen in OWL; coverage will display as a separate category. If the customer requests towing to a location beyond the distance to the nearest Authorized Service Location, the customer will be responsible for the additional charges.

2.18 Transfer Case

Coverage includes housing and all internally lubricated parts. *Excludes broken synchronizer pins, power take-offs (PTOs), airlines, gauge, clutch assemblies, driveline(s), and U-joints.*

2.19 Transmission

Detroit

Coverage includes all transmission components supplied/manufactured by Detroit. *Excludes maintenance items.*

Non-Detroit

Coverage does not include Allison transmissions or Eaton Hybrid transmissions. Coverage includes housing and all internally lubricated parts, electric/air shift/control units, valves, gaskets, and seals. *Excludes broken synchronizer pins, PTOs, airlines, gauge, clutch assemblies, driveline(s), and U-joints.*

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New Product Limited Warranty Statements

The following section outlines standard Limited Warranty (Warranty) statements for all new Daimler Trucks North America LLC (DTNA; Company) products sold by DTNA and domiciled in the USA (50 states and Washington, D.C.) and Canada. As necessary, information below may be divided by DTNA product type (vehicle and powertrain components); this information is also included in the applicable Owner's Warranty Information Booklet.

Based on a product's specifications, Warranty coverage varies. For product-specific coverage information (time/distance amounts and component descriptions), enter a product serial number or vehicle identification number (VIN) on the *Coverage Information* screen in the OWL. General time/distance amounts and coverage descriptions are available by DTNA brand at *DTNAConnect > Warranty Lit > Other Warranty Documents > [Coverages](#)*.

3.1 New Vehicle Limited Warranty Statement

Under this New Vehicle Limited Warranty, DTNA warrants that each new vehicle will be free from defects in material and workmanship that occur under normal use within the applicable Warranty period, subject to certain limitations and exclusions as specified in this document.

This Limited Warranty applies only to new vehicles sold by an Authorized DTNA Service Location or ordered directly from DTNA; vehicles sold at auction or as a result of repossession retain the Warranty coverage from the original in-service date or factory invoice date if the vehicle has not been warranty registered.

DTNA reserves the right to reduce or remove coverage on vehicles in salvage condition.

This Warranty covers all components and parts unless specifically covered by other warranties or otherwise excluded by this document.

3.2 New Powertrain Component Statements

Engine components are covered by two types of warranties, the standard Limited Warranty and the Emission Control Systems Warranty, a requirement of the U.S. (Federal) Clean Air Act and Canada Motor Vehicle Safety Act. Axle and transmission components are covered by the standard Limited Warranty.

New Powertrain Component Limited Warranty

The New Product Limited Warranty covers product repairs to correct any malfunction occurring during the Warranty period resulting from defects in material or workmanship. This Limited Warranty applies to the first retail purchaser and subsequent retail owners during the applicable Warranty period of new powertrain components manufactured by Detroit Diesel and/or supplied by Detroit Diesel or Detroit Diesel of Canada Limited (all which are collectively referred to as Detroit), subject to certain limitations and exclusions as specified in this document.

The Warranty period begins on the date the product is delivered to the first retail purchaser or put in use prior to sale at retail, whichever occurs first, and ends at the specified time or distance limits.

The cost of service supplies which are not reusable due to needed repairs is covered by this Warranty. Reasonable towing costs to the nearest authorized service facility are covered when due to warrantable failure, the powertrain component is either inoperable, cannot be safely operated, or continued operation would cause further damage to the product. Detroit will pay reasonable travel expenses for the repairing mechanic to travel to and from the repair site.

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Engine Major Component Warranty Coverage

Engine major component(s) are covered 100%, which includes the cost to repair or replace only the failed major component. Engine major components include cylinder block/head casting, crankshaft, camshaft, main bearing bolts, flywheel housing, connecting rod assemblies, oil cooler housing, water pump housing, and air inlet housing.

DTNA will pay for the cost of any major component which is progressively damaged by the failure of another major component during the Warranty period. Review the new engine Warranty parchment for specific coverages.

Engines used in the on-highway application carry longer coverage on major components:

- MBE4000, Series 60, DD13, DD15, DD16 diesel fueled engines in on-highway applications (on-highway refers to a truck or coach designed and used to carry passengers and/or cargo, primarily on streets or paved highways)

Emission Control Systems Warranty

For detailed information about product compliance with U.S. and Canadian law regarding design, build, and equipment, see the [Emission Regulations](#) section. Please note that emission-related components no longer covered under the Limited Warranty described above may still be covered under the Emission Control Systems Warranty.

Certified Engines and Engine Parts

The Warranty period shall begin on the date the vehicle is delivered to the first retail purchaser or, if the vehicle is first placed in service as a demonstrator prior to sale at retail, on the date the vehicle is first placed in such service. Emission related defects in the genuine Company components listed in the [Emission Regulations](#) section, including reasonable related diagnostic costs, are covered by this Warranty.

Covered components and component terminology varies from engine to engine. Some scheduled maintenance is required (refer to the Owner's Emission Control Maintenance Service Chart which is included in the Warranty Information booklet). Please check the specific Warranty Information Booklet to determine which components are covered by the emissions control systems warranty.

Service Locations should refer to the applicable Engine Warranty Information booklet to determine if a particular component is covered by the Emission Control Systems Warranty, as the components covered differ on each engine type as well as from year to year.

3.3 Limitations

This Warranty does not apply to products that are sold or domiciled outside of the United States (50 states and Washington, D.C.) or Canada.

This Warranty does not apply to non-Detroit engines, Allison transmissions, tires, or other components or parts that are not manufactured by Company and that are warranted directly by their respective manufacturers. Progressive damage caused by these manufacturers' components to any other parts including, but not limited to, parts installed by Company is excluded from Company warranty coverage. With respect to the foregoing, Company makes no Warranty whether express, implied, statutory or otherwise including, but not limited to, parts installed by Company is excluded from Company Warranty coverage. With respect to the foregoing, Company makes no Warranty whether express, implied, statutory, or otherwise including, but not limited to, any Warranty of merchantability or fitness for a particular purpose.

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THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND WHETHER WRITTEN, ORAL, OR IMPLIED INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY SPECIFICALLY EXCLUDES ANY OTHER WARRANTIES OR CONDITIONS PROVIDED FOR BY LAW, WHETHER STATUTORY OR OTHERWISE.

COMPANY'S SOLE OBLIGATION UNDER THIS WARRANTY SHALL BE TO REPAIR OR REPLACE, IN COMPANY'S SOLE DISCRETION, ANY DEFECTIVE COMPONENT OR PART. SUCH REPAIR OR REPLACEMENT SHALL BE WITHOUT COST TO PURCHASER WHEN PERFORMED WITHIN THE APPLICABLE WARRANTY PERIOD (TIME, DISTANCE, OR HOUR LIMIT, WHICHEVER OCCURS FIRST).

Purchaser must notify Company, within the applicable Warranty period, of any failure of the product to comply with this Warranty and Purchaser must, at Purchaser's expense, promptly return the unit to an Authorized Service Facility for inspection and repair or replacement of any defect in material or workmanship occurring within the applicable Warranty period. During New Product coverage, Warranty reimbursement will not be paid on repairs performed by customers on their own vehicles without a current Customer Performed Warranty Agreement (CPWA).

The product must be maintained and serviced according to the prescribed schedules outlined in the Driver's/ Operator's and Maintenance Manuals. Receipted bills and other evidence showing that required maintenance and service have been performed are required by Company as a condition of this Warranty.

After the Company's obligations under this Warranty expire, all liabilities of Company to Purchaser under this Warranty shall terminate. Repairs made under this Warranty do not constitute an extension of the original Warranty period for the vehicle or for any specific component or part.

To the extent that any provision of this Warranty contravenes the law of any jurisdiction, such provision shall be inapplicable in such jurisdiction, and the remainder of the Warranty shall not be affected.

3.4 Purchaser's Exclusive Remedy

THIS WARRANTY SHALL BE THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST COMPANY, WHETHER IN CONTRACT, UNDER STATUTE (INCLUDING STATUTORY PROVISIONS AS TO CONDITIONS AS TO QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF GOODS SUPPLIED PURSUANT TO THE CONTRACT OF SALE), WARRANTY, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY.

3.5 Limitation of Liability

COMPANY'S LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE COST TO REPAIR OR REPLACE, IN COMPANY'S SOLE DISCRETION, THE DEFECTIVE COMPONENT OR PART THAT IN NO EVENT SHALL EXCEED THE FAIR MARKET VALUE OF THE PRODUCT AT THE TIME THE DEFECT IS DISCOVERED.

IN NO EVENT SHALL COMPANY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, INJURIES TO PERSONS OR DAMAGE TO PROPERTY, LOSS OF PROFITS OR ANTICIPATED PROFITS, OR LOSS OF PRODUCT USE.

3.6 Emission Regulations

Vehicles and engines are designed, built, and equipped so as to conform, at the time of sale, with applicable regulations of the U.S. (Federal) Environmental Protection Agency (EPA), Emission Regulations under the Canada Motor Vehicle Safety Act in Canada, and the California Air Resources Board. Engines and vehicles are free from defects in material and workmanship which cause the engine to fail to conform with those regulations for the Warranty period. The Warranty period is 100,000 miles or five (5) years of engine operation, whichever occurs

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first, or the New Product Warranty, if the product warranty is longer for all emission-related components except tires and 24,000 miles or two (2) years, whichever occurs first, for the tires.

The Warranty obligations are not dependent upon the use of any particular brand of replacement parts. The Owner may elect to use non-Genuine Company Parts for replacement purposes. Use of replacement parts which are not of equivalent quality may impair the effectiveness of emission control systems. If other than Genuine Company Parts are used for maintenance replacements or for the repair of components affecting emission controls, the Owner should assure himself/herself that such parts are warranted by their manufacturer to be equivalent to Genuine Company Parts in performance and durability.

Conditions resulting from tampering, misuse, improper adjustments, alteration, accident, failure to use recommended fuel or non-performance of required maintenance services are not covered.

Warranted Components					
Unless otherwise noted, the Warranty period is 5 years/100,000 miles, whichever occurs first, or the New Product Warranty, if the product Warranty is longer for all emission-related components except tires.					
Components¹	Diesel Emission 2010		Gasoline Evaporative Emission 2011²	Greenhouse Gas (GHG) 14/17	
	Detroit Engine	DTNA Installed³	DTNA Installed	Detroit Engine	DTNA Installed⁴
Aerodynamic Roof Fairings					X
Aerodynamic Roof Fairings (Adjustable Height)					X
Aerodynamic Side Fairings					X
Aftertreatment System (ATS) Aftertreatment Control Module (ACM)	X			X	
ATS Aftertreatment Device (ATD) Wiring Harness	X			X	
ATS Diesel Exhaust Fluid (DEF) Coolant Supply Valve & DEF Coolant Lines		X			
ATS DEF Pump	X			X	
ATS DEF Fuel Rail Pressure Sensor	X			X	
ATS DEF Fuel Pressure Sensor (Low)	X			X	
ATS DEF Low Dosing Unit	X			X	
ATS DEF System Air Pressure Regulator & Associated Air Lines		X			
ATS DEF System Chassis Interface Harness		X			
ATS DEF Tank		X			
ATS DEF Tank DEF Level Gauge		X			
ATS DEF Tank DEF Temperature Sensor		X			
ATS DEF Tank Heater Tubing		X			
ATS DEF Temperature Sensor NOX Sensors	X			X	

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Components ¹	Diesel Emission 2010		Gasoline Evaporative Emission 2011 ²	Greenhouse Gas (GHG) 14/17	
	Detroit Engine	DTNA Installed ³	DTNA Installed	Detroit Engine	DTNA Installed ⁴
ATS Diesel Oxidation Catalyst (DOC) Inlet Temperature Sensor	X			X	
ATS DOC Outlet Temperature Sensor	X			X	
ATS Diesel Particulate Filter (DPF) Inlet Pressure Sensor	X			X	
ATS DPF Outlet Pressure Sensor	X			X	
ATS DPF Outlet Temperature Sensor	X			X	
ATS Doser Block Assembly	X			X	
ATS Electrically-Heated DEF Lines		X			
ATS Fuel Doser Valve	X			X	
ATS Oxidation Catalyst	X			X	
ATS Particulate Filter	X			X	
ATS Selective Catalytic Reduction (SCR) Catalyst	X			X	
Air Cleaner (Excludes Filter Element)			X		
Air Conditioning Component Leakage (Applies to Tractors Only)					X
Air Intake Pipes			X		
Air Intake Resonator			X		
Ambient Air Temperature (AAT) Sensor					X
Automatic Engine Shutdown Timer					X
Cam Sensor			X		
Camshaft Position Sensor	X			X	
Catalytic Converter			X		
Charge Air Cooler		X			
Charge Air Cooler Outlet Sensor	X			X	
Coolant Outlet Temperature Sensor	X			X	
Coolant Sensor			X		
Crank Sensor			X		
Crankshaft Position Sensor	X			X	
Data Link Connector		X	X		X
Delta P Sensor	X			X	

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Components ¹	Diesel Emission 2010		Gasoline Evaporative Emission 2011 ²	Greenhouse Gas (GHG) 14/17	
	Detroit Engine	DTNA Installed ³	DTNA Installed	Detroit Engine	DTNA Installed ⁴
Engine Coolant Temp Sensor			X		
Engine Control Module (ECM)			X		
Evap Canister & Evap Canister Vent Solenoid			X		
Exhaust Gas Piping from the Turbocharger out to the Last ATD		X			
Exhaust Gas Recirculation (EGR) Cooler	X			X	
EGR Valve & Actuator	X			X	
Exhaust Manifold & Exhaust Manifold Gaskets			X		
Exhaust Pipes (Between Exhaust Manifold & Catalyst)			X		
Fuel Injectors	X		X	X	
Fuel Lines			X		
Fuel Rail			X		
Fuel Tank			X		
Fuel Tank Fairings					X
Fuel Tank Pressure Sensor			X		
Fuel Temperature Sensor	X			X	
Gap Reducing Fairings					X
Gas Cap			X		
High Pressure Fuel Pump	X			X	
Ignition Coils			X		
Intake Manifold Pressure Sensor	X			X	
Intake Manifold Temperature Sensor	X			X	
Intake Throttle Valve & Adaptor	X			X	
Knock Sensors			X		
Malfunction Indicator Lamp (MIL)		X	X		X
Manifold Absolute Pressure (MAP) Sensor			X		
Mass Air Flow Sensor			X		
Motor Control Module (MCM)	X			X	
Oxygen (O ₂) Sensors			X		
Oil Fill Cap			X		

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Components ¹	Diesel Emission 2010		Gasoline Evaporative Emission 2011 ²	Greenhouse Gas (GHG) 14/17	
	Detroit Engine	DTNA Installed ³	DTNA Installed	Detroit Engine	DTNA Installed ⁴
Oil Temperature Sensor	X			X	
Positive Crankcase Ventilation (PCV) Hose (Engine to Air Intake Pipe)			X		
Purge Control Valve			X		
Side Extenders					X
Spark Plugs ⁵			X		
Spark Plug Wires			X		
Temperature-Barometric Air Pressure Sensor					X
Throttle Body			X		
Throttle Pedal			X		
Tires ⁶					X
Transmission Control Module			X		
Transmission Speed Sensor			X		
Turbo Speed Sensor	X			X	
Turbocharger	X			X	
Vapor Lines			X		
Vehicle Speed Limiter					X
Vehicle Speed Sensor (Transmission Main Shaft)		X			X
Wait to Start Indicator/Lamp					X

¹ Per California Emission Control Systems Warranty Statement, DTNA must warrant the emission control system components for the vehicle in accordance with either Diesel Emission 2010 or Gasoline Evaporative Emission 2011, whichever is applicable.

² Coverage period is 5 years/50,000 miles (80 500 km), whichever occurs first.

³ The following are excluded under Emissions coverage but are covered under standard New Vehicle Warranty coverage:

- ATS ACM Mounting Bracket and Protective Cover
- DEF Tank Mounting Brackets/Hardware
- DEF Pump Mounting and Protective Cover

⁴ Diesel Emission 2010 components and emission-related defects in the marked components listed are included in this coverage. Coverage duration:

- Spark-ignition vehicles and light heavy-duty vehicles – 5 years/50,000 miles (80 500 km), whichever occurs first
- Medium and heavy heavy-duty vehicles – 5 years/100,000 miles (161 000 km), whichever occurs first

⁵ Spark plugs are warranted under Basic Chassis coverage or until the first required maintenance, whichever comes first.

⁶ Coverage period is 2 years/24,000 miles, whichever occurs first.

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3.7 Coverage Exclusions

The following components, parts, or conditions are specifically excluded from coverage under this Warranty.

Note: Parts found defective prior to installation must be filed as a Parts Adjustment Request (PAR) to the PDC.

Aerodynamic Wheel Covers

Aerodynamic wheel covers are excluded from coverage under Warranty.

Air Springs

Tolerance buildup can occur during the assembly process of the rear suspension and rear cab air springs, and can cause the springs to have the appearance of being crooked, misaligned, or improperly installed. This tolerance buildup is not detrimental to the operation of the vehicle and will not have an effect on either the quality of the ride or the durability of the components or vehicle. Straightening of these springs is not covered under Warranty.

Alignment of Axles/Wheels/Steering Wheel

Each DTNA vehicle manufacturing plant uses an integrated alignment system to align axles and wheels and to center the steering wheel to DTNA specifications. Realignment or readjustment of these items, including steering stops and steering poppets, is not covered under Warranty.

Any special alignment settings at the request of the Owner must be handled between the service location and Owner after delivery from factory. These special adjustments are not covered under Warranty.

Axle Breather Vents

During the manufacturing process, an oil run or drip stain may appear at the breather vent. Removing the vent, applying pipe sealant to the threaded vent fitting and re-installing the vent is unnecessary. Removing the axle breather vent and re-sealing the threaded fitting is not covered under this Warranty.

Cab Interior Components

The repair or replacement of cab interior components that are rendered unserviceable due to normal wear or abuse are not covered under this Warranty.

These components include, but are not limited to:

- Curtains
- Floor coverings (including floor mats)
- Painted trim components
- Steering wheel
- Steering wheel wrap
- Upholstery
- Window shades

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Chrome Surfaces, Aluminum, and Stainless Steel Components

The following items ARE covered under this Warranty:

- Chrome peeling off in sheets
- Chrome cut at mounting bolts due to over-torque at the factory
- Bubbles in the chrome that are not caused by rock chips and/or general rust conditions
- Isolated rust along seams or welds

The following items are NOT covered under this Warranty:

- General rust (e.g., rust on the unfinished backside of a bumper)
- Dimpling at the mounting bolts
- Staining, bluing, and/or yellowing that can be cleaned with a quality cleaning product
- Rust, pits, and/or nicks caused by road wash or road debris breaking the chrome surface
- Streaks/stains/corrosion caused by severe wash solutions or corrosive road salts/chemicals

Claims pertaining to failures of chrome surfaces, aluminum, and stainless steel components will not be processed unless a clear digital picture is provided that adequately shows the defect.

Clutch Adjustment

Clutch adjustments are normally required due to clutch wear and are considered normal maintenance. However, if the clutch adjustment is found to be outside of Company specifications during, or prior to, product in-service, a claim will be accepted on a one-time basis.

Claims for clutch adjustments will not be accepted unless the adjustment is found to be outside of Company specifications using the special clutch adjustment measuring tools provided by Company (e.g., adjusting the clutch to satisfy feel will not be accepted as Warranty).

Competition

Warranty will become void on any product that is used in competition including, but not limited to:

- Racing
- Tractor pulls
- Other motor sports

Consumable Parts

Parts that are subject to consumption during their normal service life and are routinely replaced during normal maintenance services are covered up to 15,000 miles (24 000 km) for all DTNA vehicles except TBB bodies and chassis. TBB consumable parts are covered up to 30 calendar days from the date of in-service. These items are:

- Antennas (exception: satellite radio antennas)
- Ashtrays
- Belts
- Brake linings
- Cigarette lighter assembly

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- Clutch brake
- Clutch linings
- Data logger batteries
- Desiccant cartridges
- Fire extinguishers
- Flash tubes
- Fluorescent ballast and tubes
- Fuses
- Gladhand
- Hosetennas
- Light bulbs*
- Lower center bumper air dam
- Mattresses
- Mud flaps
- Mud flap mounting brackets
- Caps (including, but not limited to, DEF, fuel, radiator, surge tank)
- Receiver-dryer filter
- Trailer air hoses
- Trailer electrical cables
- Windshield washer nozzles
- Wiper arms and blades (TBB makes - wiper blades only)

** Sealed light and LED assemblies are not considered consumable.*

The cost of consumable parts which are not reusable due to needed warrantable repairs is covered by this Warranty; examples include but are not limited to:

- Antifreeze
- Coolant
- Filters
- Fluids
- Grease/lubricants
- Oil

Corrosion

Coverage provides Warranty against corrosion to any metal or metal alloy part of the vehicle. Rust or corrosion to specific components and/or caused by certain conditions are excluded from all Company Warranty coverage and will not be paid under Basic Vehicle, Cab Structure, Cab Corrosion, Aftermarket Parts Warranty, or Extended Service Coverage.

Exclusions to corrosion Warranty include, but are not limited to, the following:

- Corrosion caused by general rust (e.g., rust on the unfinished backside of a bumper)
- Surface rust caused by chips or scratches in the paint or chrome surfaces
- Corrosion caused by high-pressure washing, severe wash solutions, cleaning solvents, detergents, compounds

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- Corrosion caused by salinity in the environment or corrosive salts and/or chemicals used on the road surface
- Corrosion caused by acid rain or other industrial fallout
- Corrosion due to improper prevention measures during storage or use
- Corrosion or rust on tone rings, rotors, or drums
- Corrosion due to environmental damage (including ocean spray); airborne fallout (includes chemicals, tree sap, etc.), or other atmospheric conditions or other acts of nature
- Corrosion due to improper use, misuse, or abuse, negligence, including improper or insufficient maintenance

Damage

The following are not covered under Warranty:

- Damage caused by use of the vehicle in any application that is not approved or is inconsistent with build specifications
- Damage resulting from improper use or misuse or abuse, negligence, improper operation, improper or insufficient maintenance (including, but not limited to, failure to maintain vehicle as outlined in the Driver's/Operator's and Maintenance Manuals), overloading, unauthorized modifications, accidents, or operation at excessive speeds
- Environmental damage, including airborne fallout (including chemicals, tree sap, etc.), or other atmospheric conditions, hailstones, or other acts of nature
- Damage caused by road salts/chemicals or cleaning solvents, detergents, or compounds
- Storage deterioration including damage caused by improper or insufficient storage or maintenance
- Damage caused by road hazards or road conditions
- Damage caused during shipping/transport after initial delivery of vehicle
- Damages (including peeling or flaking) caused by high-pressure washing or steam cleaning
- Damages occurring after in-service (e.g., from rock chips)
- Damages caused by customer-installed sealer in air conditioning systems
- Damages caused by non-factory approved engine horsepower/torque upgrades
- Damage due to vibration associated with misapplication or improper operation of drivetrain components
- Damage due to terrorist activities
- Damage due to acts of war

Engine

Any DTNA engine in a vehicle on which odometer mileage has been changed so the mileage cannot be readily determined is excluded from Warranty.

Non-DTNA engines, including all of its components as supplied by the non-Company engine manufacturer, are excluded from Warranty but are warranted separately by the manufacturer of the engine. For non-DTNA engine warranty or service, contact the engine manufacturer's authorized sales and service facility.

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Engine Brakes, Air Compressors, and Other Proprietary Engine Components

The engine manufacturer installs most air compressors and engine brakes. Any failure of a proprietary engine component or Jake Brake® component must be filed directly to the engine manufacturer.

Failures on Company engines and non-proprietary engine components can be filed through DTNA.

Exhaust System Clamps

During the early life of the vehicle or when the engine is cold, many exhaust clamps exhibit a soot trace. This condition is self-correcting and does not require adjustment, tightening, or replacement of the clamp. Claims for adjusting or tightening will not be paid under Warranty.

Fifth Wheels

Adjustment of the locking mechanism, bushings, slide locking plungers, and the repair or replacement of lock guards are considered routine maintenance and are not covered under this Warranty.

Glass, Mirrors, Lens

Conditions excluded from Warranty include but are not limited to:

- Breakage
- Chips
- Scratches
- Cracks

Initial Operating Period

During a vehicle's Initial Operating Period (IOP), repair on components found loose and included on a scheduled maintenance table may be reimbursed by Company. The IOP for DTNA vehicles is as follows:

Make	IOP ¹
Freightliner, Western Star	Up to 15,000 miles/24 000 km ²
FCCC	Up to 25,000 miles/40 000 km ²
TBB Bodies and TBB Chassis ³	Up to 6 months from in-service date

¹ IOP does not apply to powertrain components.

² The IOP begins at zero (0) distance; the in-service distance does not affect the IOP distance limits.

³ TBB applications utilizing FCCC chassis retain the FCCC IOP separate from the TBB body.

Routine maintenance, servicing, and adjustment, as defined in the applicable Vehicle Maintenance Manual and Driver's Manual, are excluded from Warranty.

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Periodic adjustment or re-torque of wheel bearings, wheel lug nuts, and suspension U-bolts are considered maintenance adjustments and are not covered under Warranty.

Vibrations, squeaks, rattles, loose fittings/clamps, hose fitting leaks, loose nuts/bolts/screws, and loose electrical connections may develop during the initial trip(s) of the vehicle; associated repairs/adjustments are covered under Basic Warranty unless the distance at which the condition occurs exceeds the published maintenance interval for the component.

- Components included on a scheduled maintenance table that have loosened at a time or distance exceeding the first scheduled maintenance or outside the IOP, whichever is greater, are not covered under Warranty and are the responsibility of the customer.

Components Found Loose <u>and</u> Included on a Scheduled Maintenance Table	Prior to First Scheduled Maintenance	After First Scheduled Maintenance
Within IOP	File Claim	File Claim
Outside IOP	File Claim	Customer Responsibility

- Components that do not appear on scheduled maintenance tables are not subject to IOP limitations and are covered per the applicable coverage and exclusions.

Consumable items are addressed separately from IOP; see [Consumable Parts](#) elsewhere in this section for details.

Exclusions from Warranty during the IOP are:

- Cab, hood, and fender-mounted mirrors are adjusted at the factory but may be retracted by the transporter to prevent damage during transport. Subsequent adjustments and tightening of mirror mounting hardware are considered part of the routine preparation of the vehicle before Customer delivery. Claims for adjusting the mirrors or tightening of the attaching hardware will not be paid under Warranty during or after the IOP.
- Claims for re-routing of electrical wiring, hoses, or lines which meet DTNA's routing standards will not be paid under Warranty during or after the IOP. However, if during the IOP, evidence of a potential failure (e.g., rubbing or chaffing that would lead to a short in a wire or a hole in a hose/line) is found where a line, hose, or electrical wiring is mis-installed and is making contact with one of the following, a one-time claim for correcting the routing will be accepted:
 - Hot surface
 - Moving part
 - Sharp edge

Such claims should be filed with *Mis-Installed* as the *Cause* code; digital photos that clearly show evidence of rubbing or chaffing due to mis-installation must be available upon request.

Note: Preventative re-routing for other conditions not listed above is not considered warrantable. However, if a line, hose, or electrical wiring actually fails (i.e., leaks or shorts) due to rubbing or chaffing on any surface, such failures are covered per the applicable coverage and exclusions.

- Final preparation of the vehicle for Customer delivery to include cleaning/vacuuming interior of cab, washing windows, washing the exterior of the vehicle, and polishing exterior chromed or painted surfaces are considered as ordering location responsibilities. Claims for these activities will not be paid under Warranty during or after the IOP.

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Misapplication of Product

The Warranty on any product used inconsistent with its specified vocation/application will be downgraded to the Warranty that is consistent with product use. Any and all claims associated with the misapplication of the product will be subject to chargeback.

Miscellaneous Expenses

Premium charges and work not directly related to the repair or replacement of a warranted part are not covered under Warranty, unless specifically stated elsewhere in the applicable Warranty coverage. Examples include, but are not limited to:

- Federal, state, provincial, and local taxes
- Travel expenses
- Loss of revenue
- Customer labor, including overtime labor
- Downtime
- Driver's expenses
- Cost of rental equipment
- Loss of cargo, including perishable cargo
- General housekeeping supplies (e.g., shop rags, solvents, sweeping compounds, coveralls, etc.)
- Communication charges
- Towing/road call assistance
- Repair or replacement of optional items not sold or installed by company
- Removal or replacement of service location, body builder, or customer installed equipment
- Environmental fees, cleanup, or other charges
- Cost of emergency services

Modifications to Original Equipment

Company does not warrant product modifications or equipment installations unless performed at a Company Custom Truck Services (CTS) Center. In addition, the extra time necessary to remove body builder-installed items and/or equipment to work on a warrantable repair is not covered under this Warranty unless Company sells the complete chassis/body/equipment as a package.

If service locations or Customers perform any product modifications or equipment installations, to the extent these modifications or equipment installations adversely affect other vehicle components or vehicle performance, Company shall not accept any product liability or claims under the terms of the product Warranty. These claims become the sole responsibility of the person performing the modifications or equipment installations.

Paint

The following exclusions to paint warranty include, but are not limited to:

- Complete chassis re-painting to repair paint damages
- Damages occurring after in-service (e.g., from rock chips)
- Peeling/flaking caused by high-pressure washing or steam cleaning

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- Rusting of painted bumpers
- Removal and/or replacement of decals, striping, and/or lettering not applied by Company

Specific areas of the vehicle are deliberately not painted or are not painted to any standard; paint repairs are not warrantable to such areas. These areas include:

- Underside of the hood, including the inside of the wheel wells
- Underside of the roof-mounted air fairings
- Underside of the exterior sun visor
- Inside of the side-mounted air fairings
- Inside of the bumper
- Aftertreatment devices

Gloss

Gloss claims pertaining to gloss issues on vehicles painted with low-gloss colors (as identified in the Truck/Bus Sales Order) will not be covered under Warranty.

Routine Maintenance

Routine maintenance, servicing, and adjustment, as defined in the applicable Vehicle Maintenance Manual and Driver's Manual, are excluded from Warranty.

Periodic adjustment or re-torque of wheel bearings, wheel lug nuts, and suspension U-bolts are considered maintenance adjustments and are not covered under Warranty.

Vibrations, squeaks, rattles, loose fittings/clamps, hose fitting leaks, loose nuts/bolts/screws, and loose electrical connections may develop during the initial trip(s) of the vehicle and these types of repairs/adjustments are covered under Warranty one (1) time during the applicable IOP unless excluded above.

Reminder: After the IOP, these developments are the result of use and their repair/adjustment activities are considered routine maintenance and thus excluded from Warranty.

Shipped Loose Items and Components

During the manufacturing process, certain components are normally placed in the cab of the vehicle or strapped down to the chassis. It is the service location's responsibility to mount these shipped loose items in the correct location on the vehicle. Mounting the shipped loose items below will not be covered under Warranty.

These items include, but may not be limited to, the following:

- Aerodynamic wheel covers
 - Exception: Covers on Freightliner Cascadia trucks may be reimbursed
- Antennas
- Chrome lug nut covers
- Decals & paperwork
- Driver's pouch
- Fire extinguishers
- Jacks
- License plate brackets

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- Mattress
- Reflectors with flares
- Reflectors without flares
- Spare wheels/tires
- Tire inflation hoses
- Trailer cables (air/electrical)
- Winter fronts

Tampering/Misuse

Conditions resulting from tampering, misuse, improper adjustments, alteration, accident, failure to use recommended fuel or non-performance of required maintenance services are not covered.

It is a violation of U.S. federal law to alter the engine, exhaust plumbing, after treatment system, diesel exhaust fluid system, or other vehicle components in any way that would bring the engine/vehicle out of compliance with certification requirements [Ref: 42 U.S.C. §7522(a)(3)]. It is the Owner's responsibility to maintain the vehicle so that it conforms to EPA regulations.

Test Products

Any product(s) used in testing must be identified to the Warranty Department and accommodations must be made for claims that relate to the test item(s).

Any product used in endurance testing, such as the Altoona Test, are void of all Warranty, including but not limited to New Product Warranty, Aftermarket Parts Warranty, Extended Service Coverage, or any Company additional or used truck coverage.

Tires and Tire Balancing

The tires are not covered under this Warranty, but are warranted separately by the tire manufacturer. Tire balancing is not covered under Warranty.

Transmissions (Non-Company)

Allison transmissions and components are not covered under this Warranty, but are warranted separately by Allison. Information regarding Allison's warranty is provided for informational purposes only and is subject to change. For warranty or service information, contact Allison's authorized sales and service facility.

Eaton Hybrid transmissions are not covered under this Warranty.

3.8 Transfer of Warranty

This Warranty is transferable to a subsequent Owner if it has not expired.

To ensure the Owner receives proper Warranty recognition, the ownership information should be updated in OWL.

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3.9 Change of Owner Address Information

To ensure Company's ability to reach the current Owner with Recall and Field Service campaign information, the Owner's information must be updated whenever there is a change to the Owner's name or address.

3.10 Product Improvement

Company reserves the right to make improvements or changes to the product at any time without incurring any obligation to make such changes or improvements to any other vehicle.

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MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

January 22, 2019

TO: Mayor Barker and City Council Members
FROM: Wanda Tyler, Deputy Director of Public Works
RE: Knuckle Boom Loader and Trash Body with Chassis Bid Acceptance Recommendation

This memo is to recommend the acceptance of the bid received from Empire Truck Sales, LLC for the purchase of the Knuckle Boom Loader and Trash Body with Chassis in the amount of \$172,300.00 as the lowest and best bid received.

Thank you,

Wanda Tyler



City of Hattiesburg, MS

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

Master

File Number: 2019-074

File ID: 2019-074

Type: Regular Agenda Item

Status: Routine Agenda

Version: 1

Reference:

In Control: City Council

Requester: Wanda Tyler

File Created: 01/22/2019

Brief Title: Acknowledge bid received January 3, 2019 for the Knuckle Boom Loader and Trash Body with Side Loader and accept the bid from Truckworx in the amount of \$148,950.00.

Final Action:

Minute Book Number: MB 2019-31

Title:

Acknowledge bid received January 3, 2019 for the Knuckle Boom Loader and Trash Body with Side Loader and accept the bid from Truckworx in the amount of \$148,950.00.

Notes:

Agenda Date: 02/05/2019

Indexes:

Agenda Number: VI.-4

Sponsors:

Enactment Date:

Attachments: Loader with Side Loader Bids _ 1032019, Truckworx Proposal, Bid Acceptance Recommendation

Enactment Number:

Contact:

Meeting Date: 02/05/2019

Drafter: Wanda Tyler

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/05/2019					

Text of Legislative File 2019-074

Title

Acknowledge bid received January 3, 2019 for the Knuckle Boom Loader and Trash Body with Side Loader and accept the bid from Truckworx in the amount of \$148,950.00.

Summary

Acknowledging bids received on 1/3/2019 and for Knuckle Boom Loader and Trash Body with Side Loader and accept the bid of Truckworx.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Title:	Knuckle Boom Loader and Trash Body with Side Loader
Agency:	City of Hattiesburg - MS
Start date:	03-Jan-2019 10:30:00 AM
End date:	03-Jan-2019 11:35:00 AM

BidID	Username	Bid Amount	Bid Submittal Date/Time	First Name	Last Name	Company name	Email Address	Phone Number
26790	Truckworkkenworth	148950.0000	03-Jan-2019 11:28:53 AM	Jay	Callaway	Truckworx-Kenworth	jonathanc@truckworx.com	60193995300
26789	We	149000.0000	03-Jan-2019 11:25:30 AM	William	Richardson	Empire Truck Sales LLC	andrew.richardson@empiretruck.com	6015443000
26788	Truckworkkenworth	149950.0000	03-Jan-2019 11:23:44 AM	Jay	Callaway	Truckworx-Kenworth	jonathanc@truckworx.com	60193995300
26787	We	150000.0000	03-Jan-2019 11:23:00 AM	William	Richardson	Empire Truck Sales LLC	andrew.richardson@empiretruck.com	6015443000
26786	Truckworkkenworth	150200.0000	03-Jan-2019 11:22:20 AM	Jay	Callaway	Truckworx-Kenworth	jonathanc@truckworx.com	60193995300
26785	We	150550.0000	03-Jan-2019 11:21:56 AM	William	Richardson	Empire Truck Sales LLC	andrew.richardson@empiretruck.com	6015443000
26784	Truckworkkenworth	150600.0000	03-Jan-2019 11:18:59 AM	Jay	Callaway	Truckworx-Kenworth	jonathanc@truckworx.com	60193995300
26783	We	150750.0000	03-Jan-2019 11:18:31 AM	William	Richardson	Empire Truck Sales LLC	andrew.richardson@empiretruck.com	6015443000
26782	Truckworkkenworth	150800.0000	03-Jan-2019 11:18:07 AM	Jay	Callaway	Truckworx-Kenworth	jonathanc@truckworx.com	60193995300
26781	We	150950.0000	03-Jan-2019 11:16:58 AM	William	Richardson	Empire Truck Sales LLC	andrew.richardson@empiretruck.com	6015443000
26780	Truckworkkenworth	151000.0000	03-Jan-2019 11:16:27 AM	Jay	Callaway	Truckworx-Kenworth	jonathanc@truckworx.com	60193995300
26779	We	151800.0000	03-Jan-2019 11:16:01 AM	William	Richardson	Empire Truck Sales LLC	andrew.richardson@empiretruck.com	6015443000
26778	Truckworkkenworth	151900.0000	03-Jan-2019 11:13:44 AM	Jay	Callaway	Truckworx-Kenworth	jonathanc@truckworx.com	60193995300
26777	We	152000.0000	03-Jan-2019 11:11:45 AM	William	Richardson	Empire Truck Sales LLC	andrew.richardson@empiretruck.com	6015443000
26776	Truckworkkenworth	152100.0000	03-Jan-2019 11:11:01 AM	Jay	Callaway	Truckworx-Kenworth	jonathanc@truckworx.com	60193995300
26775	We	152200.0000	03-Jan-2019 11:08:56 AM	William	Richardson	Empire Truck Sales LLC	andrew.richardson@empiretruck.com	6015443000
26774	Truckworkkenworth	152300.0000	03-Jan-2019 11:07:02 AM	Jay	Callaway	Truckworx-Kenworth	jonathanc@truckworx.com	60193995300
26773	We	152500.0000	03-Jan-2019 11:06:46 AM	William	Richardson	Empire Truck Sales LLC	andrew.richardson@empiretruck.com	6015443000
26772	Truckworkkenworth	152600.0000	03-Jan-2019 11:05:22 AM	Jay	Callaway	Truckworx-Kenworth	jonathanc@truckworx.com	60193995300
26771	We	152700.0000	03-Jan-2019 11:04:50 AM	William	Richardson	Empire Truck Sales LLC	andrew.richardson@empiretruck.com	6015443000

26770	Truckworkkenworth	152800.0000	03-Jan-2019 11:03:59 AM	Jay	Callaway	Truckworx-Kenworth	jonathanc@truckworx.com	6019395300
26769	We	152900.0000	03-Jan-2019 11:03:29 AM	William	Richardson	Empire Truck Sales LLC	andrew.richardson@empiretruck.com	6015443000
26768	Truckworkkenworth	153000.0000	03-Jan-2019 11:01:17 AM	Jay	Callaway	Truckworx-Kenworth	jonathanc@truckworx.com	6019395300
26767	We	153950.0000	03-Jan-2019 11:00:43 AM	William	Richardson	Empire Truck Sales LLC	andrew.richardson@empiretruck.com	6015443000
26766	Truckworkkenworth	154000.0000	03-Jan-2019 10:58:42 AM	Jay	Callaway	Truckworx-Kenworth	jonathanc@truckworx.com	6019395300
26765	We	155100.0000	03-Jan-2019 10:57:21 AM	William	Richardson	Empire Truck Sales LLC	andrew.richardson@empiretruck.com	6015443000
26764	Truckworkkenworth	155150.0000	03-Jan-2019 10:56:41 AM	Jay	Callaway	Truckworx-Kenworth	jonathanc@truckworx.com	6019395300
26763	We	155200.0000	03-Jan-2019 10:56:13 AM	William	Richardson	Empire Truck Sales LLC	andrew.richardson@empiretruck.com	6015443000
26762	Truckworkkenworth	155250.0000	03-Jan-2019 10:55:15 AM	Jay	Callaway	Truckworx-Kenworth	jonathanc@truckworx.com	6019395300
26761	We	155300.0000	03-Jan-2019 10:54:55 AM	William	Richardson	Empire Truck Sales LLC	andrew.richardson@empiretruck.com	6015443000
26760	Truckworkkenworth	155350.0000	03-Jan-2019 10:54:29 AM	Jay	Callaway	Truckworx-Kenworth	jonathanc@truckworx.com	6019395300
26759	We	155400.0000	03-Jan-2019 10:51:34 AM	William	Richardson	Empire Truck Sales LLC	andrew.richardson@empiretruck.com	6015443000
26758	Truckworkkenworth	155500.0000	03-Jan-2019 10:51:17 AM	Jay	Callaway	Truckworx-Kenworth	jonathanc@truckworx.com	6019395300
26757	We	155700.0000	03-Jan-2019 10:50:14 AM	William	Richardson	Empire Truck Sales LLC	andrew.richardson@empiretruck.com	6015443000
26756	Truckworkkenworth	155850.0000	03-Jan-2019 10:49:48 AM	Jay	Callaway	Truckworx-Kenworth	jonathanc@truckworx.com	6019395300
26755	We	155900.0000	03-Jan-2019 10:49:16 AM	William	Richardson	Empire Truck Sales LLC	andrew.richardson@empiretruck.com	6015443000
26754	Truckworkkenworth	156000.0000	03-Jan-2019 10:48:59 AM	Jay	Callaway	Truckworx-Kenworth	jonathanc@truckworx.com	6019395300
26753	We	156600.0000	03-Jan-2019 10:48:15 AM	William	Richardson	Empire Truck Sales LLC	andrew.richardson@empiretruck.com	6015443000
26752	Truckworkkenworth	156700.0000	03-Jan-2019 10:47:40 AM	Jay	Callaway	Truckworx-Kenworth	jonathanc@truckworx.com	6019395300
26751	We	156800.0000	03-Jan-2019 10:47:08 AM	William	Richardson	Empire Truck Sales LLC	andrew.richardson@empiretruck.com	6015443000
26750	Truckworkkenworth	157000.0000	03-Jan-2019 10:46:39 AM	Jay	Callaway	Truckworx-Kenworth	jonathanc@truckworx.com	6019395300
26749	We	157200.0000	03-Jan-2019 10:46:23 AM	William	Richardson	Empire Truck Sales LLC	andrew.richardson@empiretruck.com	6015443000
26748	Truckworkkenworth	157500.0000	03-Jan-2019 10:46:04 AM	Jay	Callaway	Truckworx-Kenworth	jonathanc@truckworx.com	6019395300
26747	We	157900.0000	03-Jan-2019 10:45:31 AM	William	Richardson	Empire Truck Sales LLC	andrew.richardson@empiretruck.com	6015443000
26746	Truckworkkenworth	158000.0000	03-Jan-2019 10:44:26 AM	Jay	Callaway	Truckworx-Kenworth	jonathanc@truckworx.com	6019395300
26745	We	158500.0000	03-Jan-2019 10:40:04 AM	William	Richardson	Empire Truck Sales LLC	andrew.richardson@empiretruck.com	6015443000
26744	Truckworkkenworth	158700.0000	03-Jan-2019 10:34:31 AM	Jay	Callaway	Truckworx-Kenworth	jonathanc@truckworx.com	6019395300

26743	We	158900.0000	03-Jan-2019 10:34:01 AM	William	Richardson	Empire Truck Sales LLC	andrew.richardson@empiretruck.com	6015443000
26742	Truckworkkenworth	159000.0000	03-Jan-2019 10:32:49 AM	Jay	Callaway	Truckworx-Kenworth	jonathanc@truckworx.com	6019395300
26741	Lowbid	159999.0000	03-Jan-2019 10:32:21 AM	Will	Burroughs	Burroughs Companies	willburroughs@burroughscompanies.com	601-649-3062
26740	Truckworkkenworth	160000.0000	03-Jan-2019 10:30:58 AM	Jay	Callaway	Truckworx-Kenworth	jonathanc@truckworx.com	6019395300



TRUCKWORX

Jay Callaway
Truckworx – Jackson
421 Highway 49 South
Richland, MS 39218
Office: 601.939.5300
Cell: 601.702.1923
Email: jonathanc@truckworx.com
www.TRUCKWORX.com

Attn: City of Hattiesburg

November 13, 2018

Dear Wanda:

Pursuant to the Single Axle KnuckleBoom Truck bid opportunity, Truckworx-Kenworth is proposing the below for your review.

2019 T370 33,000 GVW	
Engine Cummins	300 HP (9 liter)
Transmission Allison w/PTO	3500 RDS
Front Axle Meritor	12k
Rear Axle Dana Spicer	21k
Cab to Axle for Dump Truck	Completed
Color	White
Tires	11R22.5
Wheels	Steel
Ratio	5.57
Fan hub on/off or Two speed fan hub	Fan hub Horton 2 speed
Cooling Module	1000 square inches
Front Tow Hooks	2
Alternator	160 amp
Delivery Date June 30, 2019	



Thank you for your consideration regarding a Kenworth Truck. Please feel free to contact me if you have any questions. I look forward to providing you with "The World's Best!"

CC: Public Works Department.

Jay Callaway,
Director of Government Accounts





TRUCKWORX

Jay Callaway
 Truckworx – Jackson
 421 Highway 49 South
 Richland, MS 39218
 Office: 601.939.5300
 Cell: 601.702.1923
 Email: jonathanc@truckworx.com
 www.TRUCKWORX.com

ABOUT TRUCKWORX



Truckworx provides sales, parts, and service for Kenworth, Hino, and Isuzu commercial trucks, Blue Bird, and Micro Bird buses, and six trailer lines including MAC, Talbert, Pitts, Dragon, Clement, and Fontaine. Truckworx started as Kenworth of Birmingham in 1978 by B.B. and Bob Mitchell and is still family-owned and operated today. The company employs over 350 people with ten facilities throughout Alabama and Mississippi. Truckworx operates full-service dealerships in Birmingham, Huntsville, Dothan, Montgomery, Mobile, and Thomasville, Alabama, as well as Jackson, Mississippi. Additionally, Truckworx owns and operates a heavy-duty body shop and TRP Parts Store in the Birmingham Metro area.

In addition to our high-quality products, our level of service is unmatched! Our highly trained parts staff is knowledgeable on all makes and models, and we stock an extensive inventory of truck and bus parts in each of our ten facilities. We work on all makes and models and are certified to do warranty work on Caterpillar, Cummins, and Paccar engines; Kenworth, Hino, and Isuzu trucks and Blue Bird and Micro Bird buses.

	Birmingham	Dothan	Montgomery	Mobile	Jackson	Huntsville	Thomasville
 KENWORTH							
 HINO TRUCKS A Hino Group Company							
 ISUZU TRUCK							
 BLUE BIRD							
Trailers							
Authorized Repair Center							
Authorized Repair Center							
Authorized Repair Center	 PACCAR MX Powered By Quality	 PACCAR MX Powered By Quality	 PACCAR MX Powered By Quality	 PACCAR MX Powered By Quality	 PACCAR MX Powered By Quality	 PACCAR MX Powered By Quality	 PACCAR MX Powered By Quality
VIS Check Machine							
Hunter Alignment Machine							
DeShazo Overhead Cranes							
Express Lube							
DPF Cleaning Machine							
Flywheel Resurfacing							
Preventative Maint. Plans							
All Makes Suspension Work							
Air Conditioner/Heater Repair/Installation							
 AXLES AND DRIVELINE							
 POWER STEERING REPAIRS							
 AUTOMATIC							
 MANUAL							
 REAR END							



CENTRALBIDDING
FROM CENTRAL AUCTION HOUSE

Knuckle Boom Loader and Trash Body with Side Loader
City of Hattiesburg - MS

Project documents obtained from www.CentralBidding.com

12-Nov-2018 04:23:33 PM

**BID SPECIFICATIONS FOR:
KNUCKLE BOOM LOADER AND TRASH BODY WITH CHASSIS AND SIDE DUMP**

THE UNIT WILL BE USED IN COLLECTION AND LOADING OF BULK TRASH, LIMBS, LEAVES, BUILDING MATERIALS, AND WHITE GOODS, OR OTHER MATERIALS OF THAT NATURE. **UNIT MUST BE MANUFACTURED** in an ISO 9000:2000 certified facility. All bidders must fill in all information ALL PROPOSALS INCLUDE DELIVERY, TRAINING OF OPERATORS AND SERVICE PERSONNEL.

1.0 BOOM:

1.1 Boom length to be 16ft. with 4ft. telescoping section to 20ft.

1.2 Minimum lift capacity to be 3,300 Lbs. @ 20ft. including grapple.

1.3 Boom Pedestal to be constructed of High Strength Steel, providing a 3:1 safety factor.

1.4 All hydraulic hoses located at the operator position (Boom Pedestal) must be enclosed in the pedestal base. Access provided by an easily removable steel cover.

1.5 Boom Pivot shall be mounted to the pedestal by means of a slewing ring bearing that has a minimum capacity of 513,000 lbs. static load and 186,000 Ft-Lbs. moment. Slewing ring shall be 3 1/2" thick and have an O.D. of 25 3/4". Boom pivot shall be constructed with a 9" O.D. safety retaining tube. The Boom Pivot Safety Retaining Tube shall be a minimum of 12" long and confine all hoses which pass through the Pedestal/Boom Pivot Assembly.

1.6 Boom rotation of 270 degrees minimum with mechanical stops for safety. Stops must be welded into machined recesses to ensure non-movement. Pedestal stop must have a minimum of three (3) square inches and have a nylon contact with pivot stops and a minimum width of five (5) inches.

1.7 Boom rotation shall be accomplished by a direct hydraulic swing drive through a slewing (bearing) ring & planetary gearbox capable of producing 250,000 inch-pounds torque.

Page 2 of 10

1.8 Entire Boom Assembly shall be designed with a tensile strength to provide a safety factor of 3 to 1 at the rated load capacity.

1.9 Main Boom shall be constructed of (2) 4" x 8" High Strength Steel Tubing.

1.10 Tip Boom shall be constructed from a 5" x 7" High Strength Steel Tube.

1.11 Tip Boom shall have a 4' telescopic extension tip section constructed from 4" x 6" High Strength Steel Tube.

1.12 Main Boom shall be equipped with mechanical stops to prohibit hydraulic cylinders from bottoming out. Extend boom stops must be easily accessible and removable for service.

1.13 Boom pedestal to be mounted directly to the chassis frame rails. Mounting must include inside frame rail supports at the mounting points.

1.14 The entire boom must be serviceable down to the component level, e.g., every hydraulic hose, fluid tubes, bracket, pin, etc. Having to replace subassemblies in order to repair a component will not be acceptable.

1.15 Telescopic tip extension shall be equipped with replaceable nylon bearings on all 3 sides with roller on bottom. Bearings must be easily accessible for replacement and have "auto-hose-slack" take-up.

- 1.16 All boom connections requiring pins shall be equipped with replaceable bushings and heat-treated pins. ✓
- 1.17 All operating functions shall be hydraulically controlled from the operator station located both on the left and right-hand side of the loader. ✓
- 1.18 Two stage tandem pump allows for multiple function control of the loader. ✓
- 1.19 Operator controls shall be controlled by means of hydraulic joysticks located on both sides of the loader (two per side, three functions per joy stick). ✓

Page 3 of 10

- 1.20 A safety feature shall be provided to allow only one side of controls to function at a time. Joy sticks shall function only from one side at a time. ✓
- 1.21 Joy sticks shall not require any lubrication thereby eliminating any frequent maintenance. ✓
- 1.22 Outriggers controlled by individual levers located conveniently in the center of the operator's platform. ✓
- 1.23 Body dumping is controlled by a single lever at the center of the operator's platform separate from any other control. Proper enclosures shall be provided to protect operator from hydraulic fluid and components. All controls shall be clearly identified as to function. ✓
- 1.24 Main Boom and Tip Boom cylinders must incorporate integral holding valves. Externally mounted holding valves are not acceptable. ✓

2.0 Trash Grapple\Bucket: ✓

- 2.1 Bucket shall have a 360-degree continuous rotating grapple with a replaceable hydraulic swivel. Swivel shall not be welded or be an integral part of the grapple. ✓
- 2.2 Bucket is to be opened and closed by (2) hydraulic cylinders with a closing force\“bite” of 3,600 lbs. ✓
- 2.3 Bucket is to be 4' long and capable of opening to 60 inches from lip to lip. ✓
- 2.4 Bucket shall be fabricated with a ✓
bolt on replaceable H.S.H.C. steel cutting edge. ✓
- 2.5 Bucket cylinders and hoses shall be ✓
enclosed by a removable steel cover. ✓

3.0 Hydraulics:

- 3.1 Reservoir shall be a minimum of 45 gallons. It shall have a dual level/oil temperature gauge on side of tank. An in-tank suction strainer is included. ✓
- 3.2 Filter shall be a 10-micron, return line replaceable filter mounted on outside of reservoir. ✓

Page 4 of 10

- 3.3 Cut-off valves are to be provided for both pressure and suction. ✓
- 3.4 Main boom, tip boom and outrigger hydraulic cylinders shall contain pilot operated check valves as an integral part of each cylinder to prevent boom movement in the event of hydraulic hose failure. Bolt on pilot operated check valves will not be permissible. ✓

3.5 All hoses shall be rated at 4,000-psi working pressure. ✓

3.6 Port tubing through the main boom shall be zinc plated steel tube. ✓

3.7 Control valves shall have a 20 GPM rating. ✓

3.8 Successful bidder must provide a computer printout at time of delivery showing particle testing of the hydraulic oil done just prior to the unit being shipped in order to illustrate cleanliness of Hydraulic System. ✓✓

4.0 Power Source: ✓

4.1 Unit to be mounted on any chassis that meets the manufactures recommended specification with a heavy – duty clutch style (Hot Shift) PTO and a heavy – duty bi-rotational Tandem hydraulic pump. ✓

5.0 Throttle Control: ✓

5.1 Unit to have an electric operated throttle control to maintain proper engine speed when loader is operated under load. Switch for throttle control to be mounted on operator's platform for operator's convenience. ✓✓

5.2 Throttle speed-up shall operate only when the transmission in the neutral position. ✓

6.0 Outriggers: ✓

6.1 Outriggers shall be extendable to a distance that will resist loads of 85% of the tipping moment under maximum rated load. ✓

6.2 The outriggers are to be equipped with smooth pads to cause minimum damage to contacted surface. ✓

Page 5 of 10

6.3 Outriggers shall telescope horizontally in and out; and vertically up and down and operate independently by means of individual mechanical linkage controls. Controls must be located a distinctive distance from the main boom controls. ✓

6.4 Outrigger cylinders for stabilizing loader shall be mounted inside telescoping legs. ✓

6.5 Outriggers shall retract to within the maximum highway width and will extend to a maximum width to resist the design load moment. ✓

6.6 Outrigger Cylinders shall contain holding valves on extend and retract functions to prevent outrigger leak down.

7.0 Trash Body: ✓

7.1 24 cubic yard capacity. ✓

7.2 18-foot body length. ✓

7.3 Body shall be mounted with a minimum space of 60 inches between the cab and the front of the body. ✓

7.4 Body floor shall be made of ¼" sheet steel. Sides are formed to create the lower side bumper channel structure of the body. ✓

7.5 Body walls to be constructed with 10-gauge sheet steel. Wall stiffeners to be a minimum of 11gauge formed channels placed on approximately 24-inch centers.

7.6 Body walls shall have a top rail made of 3"x 4"x ¼" rectangle tubing. ✓

7.7 Wall stiffeners will be welded to top rail and stiffeners will be welded to the wall sheet. ✓

7.8 Front body wall to be 42 inches high with side body walls transitioning from 42 inches high to 60 inches high 8ft. from the body front. ✓

7.9 Body full length main structural channel sills to be 8 inch @ 11.5 lbs. per ft. Cross sills to be 4 inch @ 5.4 lbs. per ft structural channel. Cross sills to be placed on 12-inch centers. ✓

Page 6 of 10

7.10 Body shall have (2) equal width barn type rear doors 60 inches high to swing completely around to each side wall with provisions to positively latch open for dumping. ✓

7.11 Each door shall be hinged with (2) 1 inch hinge pins. Hinges must be welded to body and door and must contain easily accessible grease fittings. Door latch will secure both doors at the top and bottom. ✓

7.12 Rear doors shall be fabricated from 10-gauge steel with a circumferential frame of 4-inch structural channel.

8.0 Body Hoist: ✓

8.1 The hoist system shall be two 5" bore, two stage telescopic hydraulic cylinders rated @ 2,500 PSI working pressure mounted to provide a 45 degree dump angle. Left and right hoist cylinders must be mounted outboard of the chassis frame.

8.2 Body shall have two (2) body safety props installed one on each side of the chassis frame rails. ✓

9.0 Lights and Reflectors: ✓

9.1 Shall conform to current state and federal standards. ✓

9.2 Oval, amber LED strobes in rear corner posts of body with alternating flash pattern. ✓

9.3 Reflective Safety Tape shall be on both sides and on the rear of body. ✓

10.0 Paint:

10.1 Body exterior shall receive (1) coat of high-grade primer and (2) coats of high-grade standard black enamel paint. ✓

10.2 Body interior shall receive (1) coat of high-grade primer. ✓

10.3 Loader shall receive one (1) coat of High-grade primer and two (2) coats of high grade enamel paint (Manufacturer Standard Color(s).

Page 7 of 10

11.0 Safety Rear Bumper: ✓

11.1 Body shall have a rear safety bumper. ✓

Bumper to meet U.S. Department of Transportation Federal Motor Carrier Safety Administration, part 571.233 for rear impact guards and part 571.224 for rear impact protection. ✓

12.0 Warranty:

12.1 Bidder must provide all warranties required below. Failure to provide such warranties may result in your bid being deemed non-responsive. ✓

12.2 Entire unit to have a 1-year parts and labor warranty ✓

12.3 3-year warranty on gear box, slewing ring. ✓

12.4 3-year structural warranty. ✓

12.5 All Warranty Work shall be done on Customer's site (On-site Warranty repair). Customer shall not be responsible for transportation of unit for warranty work. ✓

13.0 OTHER REQUIREMENTS

13.1 A 18" DEEP X 18" WIDE X 48" LOCKING HEAVY DUTY TRUCK BOX SHALL BE FRAME MOUNTED ON THE RIGHT-SIDE OF CAB BEHIND OPERATOR PLATFORM. ✓

13.2 TWO (2) SETS OF RAKE/SHOVEL LOOPS SHALL BE MOUNTED ON THE FRONT WALL OF THE BODY. ✓

CHASSIS SPECIFICATIONS VENDORS RESPONSE, Y/N - EXCEPTIONS ✓

1.0 ENGINE:

1.1 300 OR GREATER H.P. 6 CYLINDER DIESEL W/ 660LB/FT 7 liter Exceeds ✓

TORQUE. EXHAUST BRAKE WITH VARIABLE GEOMETRY TURBO yes ✓

1.2 160 OR GREATER AMP ALTERNATOR ✓

1.3 (2) 12 VOLT 2250 CCA BATTERIES ✓

1.4 POSITIVE AND NEGATIVE POST FOR JUMPSTART. ✓

POSITIVE LOAD DISCONNECT WITH CAB ✓

MOUNTED CONTROL SWITCH MOUNTED ✓

OUTBOARD DRIVER SEAT ✓

Page 8 of 10 ✓

1.5 18.7 CFM COMPRESSOR ✓

1.6 GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT. ✓

1.7 RH HORIZONTAL AFTER TREATMENT DEVICE. 13 GALLON DEF TANK IF REQUIRED. ✓

1.8 950 SQUARE INCH RADIATOR Exceeds

2.0 TRANSMISSION ✓

2.1 ALLISON 3000 RDS W/ PTO PROVISION ✓

AND PUSH BUTTON SHIFT CONTROL ON DASH ✓

2.2 INTERFACE WIRING AND BODY BUILDER CONNECTOR BACK OF CAB. ✓

2.3 ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR BACK OF CAB ✓

2.4 WATER TO OIL TRANSMISSION COOLER ✓

2.5 SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT) ✓

2.6 ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED ✓

2.7 ENGINE REMOTE INTERFACE WITH PRESET FAST IDLE. ✓

2.8 ENGINE REMOTE INTERFACE CONNECTOR MOUNTED BACK OF CAB. ✓

3.0 FRONT AXLE ✓

3.1 12,000LB FRONT AXLE WITH SYNTHETIC 75W90 LUBE. ✓

3.2 12,000LB TAPER LEAF SUSPENSION W/ SHOCK ABSORBERS ✓

3.3 16.5" X 5" Q+ BRAKE SHOES W/ AUTO SLACK ADJUSTERS AND DUST SHIELDS ✓

4.0 REAR AXLE ✓

4.1 21,000LB REAR AXLE WITH SYNTHETIC 75W90 LUBE. ✓

4.2 23,000LB FLAT-LEAF SUSPENSION W/ HELPER AND RADIUS ROD ✓

4.3 17T MAIN DRIVELINE OR EQUIVALENT ✓

4.4 AXLE RATIO TO BE BETWEEN 5.14 AND 6.86 TO ACHIEVE ROAD SPEED OF 68 MPH. 5.57 YR ✓

Page 9 of 10 ✓

4.4 16.5" X 7" Q+ BRAKE SHOES W/ AUTO SLACK ADJUSTERS AND DUST SHIELDS 5.0 BRAKE SYSTEM 5.1 ANTI-LOCK AIR BRAKES 5.2 BENDIX AD-9 AIR DRYER WITH PULL CABLES ON ALL RESERVOIRS. 6.0 FRAME AND WHEELBASE 6.1 254" WHEELBASE OR EQUIVALENT FOR BODY SPECIFIED. 191" CA, 96" AF. 6.2 FRONT TOW HOOKS 6.3 11/32" X 3-1/2" X 10-15/16" STEEL FRAME OR EQUIVALENT WITH 120KSI 7.0 FUEL TANKS & EQUIPMENT 7.1 50 GALLON ALUMINUM FUEL TANK 7.2 FUEL WATER SEPARATOR WITH PRIMER 8.0 CAB 8.1 HEAVY DUTY NON-AUTOMOTIVE CAB W CHROME GRILL. 8.2 BUG SCREEN, LH/RH GRAB HANDLES, 8.3 AIR CAB MOUNTS 8.3 DUAL WEST COAST MIRRORS, LH & RH 8" CONVEX MIRRORS 8.4 SINGLE AIR HORN 8.5 HEATER, DEFROSTER, AIR CONDITIONER 8.5 HIGH BACK AIR RIDE DRIVER BUCKET SEAT W/ 2-MAN PASSENGER SEAT W/ TOOLBOX UNDERNEATH.

8.7 VINYL SEAT COVERS FOR DRIVER AND PASSENGER ✓

8.8 CRUISE CONTROL, TACHOMETER, BACKUP ALARM, OIL PRESSURE GAUGE

8.9 AM/FM RADIO E-LEAD, with Bluetooth

8.10 SOLID STATE CIRCUIT PROTECTION & FUSES. ✓

8.11 2 ½LB FIRE EXTINGUISHER AND TRIANGULAR REFLECTORS ✓

8.12 TWO CUP HOLDERS IN DASH ✓

8.13 ELECTRIC WINDSHIELD WIPERS WITH DELAY ✓

9.0 TIRES AND WHEELS ✓

9.1 FRONT TIRES: 11R/22.5 14 PLY WITH HIGHWAY TREAD – 10 HUB PILOT DISC WHEELS ✓

9.2 REAR TIRES: 11R/22.5 14 PLY WITH TRACTION TREAD – 10 HUB PILOT DISC WHEELS GENERAL CHASSIS REQUIREMENTS ✓

* TRUCK TO BE WHITE IN COLOR. ✓

* MUST PROVIDE PARTS/WARRANTY/SERVICE WITHIN 120 MILE RADIUS. ✓

* MUST PROVIDE PARTS AND SERVICE MANUALS WITH UNIT. ✓

* MUST PROVIDE STATE AND DOT INSPECTION. ✓

* MUST PROVIDE ON-SITE DRIVER TRAINING AT TIME OF DELIVERY. ✓

* MUST PROVIDE TOWING/ROADSIDE SERVICE WARRANTY FOR 1YEAR ✓

SIDE DUMP TO BE CONSTRUCTED OF HIGH STRENGTH STEEL, PROVIDING A 3:1 SAFETY FACTOR. SIDE DUMP TO BE DESIGNED TO LIFT & DUMP 500LBS. ✓

10.2 SIDE DUMP CARRIAGE TO BE CONSTRUCTED USING A TRACK AND 3" STEEL ROLLER BEARINGS. EACH WITH A STATIC LOAD OF 2500LBS. ✓

10.3 SIDE DUMP BOOM CONSTRUCTED OF HIGH STRENGTH STEEL TUBING. ✓

10.4 SIDE DUMP HOPPER TO HAVE APPROXIMATELY 1 CUBIC YARD CAPACITY. HOPPER TO BE ATTACHED TO THE BOOM BY MEANS OF AN ADJUSTABLE ANGLE SHAFT. ✓

10.5 SIDE DUMP LIFT CYLINDER TO INCORPORATE INTEGRAL HOLDING VALVES. TO PREVENT THE BOOM FROM FALLING IN CASE OF HOSE RUPTURE. ✓

EXTERNALLY MOUNTED HOLDING VALVES ARE NOT ACCEPTABLE. ✓

10.6 CONTROLS ARE SIMI AUTOMATIC. MEANING ONLY ONE FUNCTION WILL WORK AT A TIME FOR SAFETY. THIS ATTACHMENT HAS A DEDICATED HYDRAULIC CONTROL VALVE. ✓

10.7 SIDE DUMP HAS GREASE-ABLE PIVOT POINTS FOR LONGER LIFE. ✓

10.8 SIDE DUMP STORES UNDER THE BODY. THIS ALLOWS THE BODY CAPACITY TO STAY THE SAME. ✓

10.9 SIDE DUMP CAN BE USED WITH A KBF-20H SERIES LOADER AND TKB-1824, TKB-1925, OR TKB-2030 ✓



Truckworx K415
2220 Finley BLVD

City of Hattiesburg

Birmingham, Alabama United States 35242

Phone:

Fax:

Email:

Phone:

Fax:

Contact Email:

Prepared for:

Vehicle Summary

Unit		Chassis	
Model:	T370 SERIES	Fr Axle Load (lbs):	12000
Type:	CONVENTIONAL	Rr Axle Load (lbs)	21000
Description:	FULL TRUCK	G.C.W. (lbs):	33000
Application		Road Conditions:	
Intended Serv.:	Construction. Vehicles used in the construction	Class A (Highway)	79
Commodity:	Other building materials	Class B (Hwy/Mtn)	20
Body		Class C (Off-Hwy)	01
Type:	Flatbed	Class D (Off-Road)	00
Length (ft):	26.0	Maximum Grade:	6
Height (ft):	12.0	Wheelbase (in):	259
Max Laden Weight (lbs):	4000	Overhang (in):	60
Trailer		Fr Axle to BOC (in):	68
No. of Trailer Axles:	0	Cab to Axle (in):	191
Type:		Cab to EOF (in):	251
Length (ft):	0.0	Overall Comb. Length (in):	360
Height (ft):	0.0	Special Req.	
Kingpin Inset (in):	0	U.S. Domestic Registry, 50-State	
Corner Radius (in):	0		
Restrictions			
Length (ft):	120		
Width (in):	102		
Height (ft):	15.0		

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.



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Quote/DTPO/CO: Q45141282

Version Number: 41.20



Truckworx K415
2220 Finley BLVD

City of Hattiesburg

Birmingham, Alabama United States 35242

Phone:

Phone:

Fax:

Fax:

Email:

Contact Email:

Prepared for:

Data	Code	Description	Weight
Model			
0000370	O	T370 SERIES CONVENTIONAL Electric Door locks LH/RH; Ignition & doors keyed alike; Single electric horn; Single-piece windshield; Electric windshield wipers, 2-speed plus intermittent; Electric windshield washers; Steering wheel 18in. 4-spoke; Glovebox door with locking latch; Dash-mounted cruise control with switches; Turn signal switch with column-mounted dimmer; Standard dash panels include gray w/ burl wood accents; Slate Gray interior primary color; Dark Slate Gray seat color; Floormat; Inside sunvisor, LH/RH; Door courtesy lights; Under-dash center console with 1 cup holder, 1 ashtray & 1 lighter.	9,642
0070006	O	T370 Class 7: medium-duty Conventional.	0
0072000	O	Chassis operation will not include a stationary application. Stationary operation is defined as running the engine under load while stationary at a substantial fraction of engine gross horsepower (60% or greater) for an extended period of time (longer than 5 - 10 minutes).	0
0080050	O	CARB Idle Emissions Reduction Feature for PX-7 and PX-9	0
0090015	O	Medium-duty 4x2 automatic.	0
0091040	O	Other building materials	0
0093130	O	Construction. Vehicles used in the construction industry, other than those listed above. Use typically involves operating on the jobsite, to pick up or deliver construction materials, or to position the vehicle for its intended use at the construction site. Includes such activities as delivery of precast concrete, concrete pumpers, flatbeds or roll-offs for delivery of construction materials or equipment, etc. Typically includes some operation off of paved roads. Road usage: any combination, which includes some Class C.	0
0095140	O	Flatbed	0
0098025	O	U.S. Domestic Registry, 50-State	0

Engine & Equipment

0120301	O	PACCAR PX-7 300 2017 300@2600 660@1600 Includes turbo exhaust brake, no code is used. Diagnostic Plug for data link, Oil Cooler, Aluminum Flywheel Housing. N09200 N205 75...Standard Maximum Speed Limit [LSL] N09220 N207 0....Expiration Distance N09260 P14 73...Maximum Accelerator Pedal Vehicle Speed N09300 P19 73...Maximum Cruise Speed	0
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Version Number: 41.20

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		N09360 N203 252..Reserve Speed Function Reset Distance	
		N09380 N202 0....Maximum Cycle Distance	
		N09400 N206 10...Maximum Active Distance	
		N09420 N201 0....Reserve Speed Limit Offset	
		N09440 P11 YES..Engine Protection Shutdown	
		N09460 P06 NO...Gear Down Protection	
		N09480 P26 1400.Max PTO Speed	
		N09500 P02 YES..Cruise Control Auto Resume	
		N09520 P04 NO...Auto Engine Brake in Cruise	
		N09540 N209 0....Expiration Distance	
		N09560 P520 YES..Enable Idle Shutdown Park Brake Set	
		N09580 P32 5....Timer Setting	
		N09600 P233 YES..Enable Impending Shutdown Warning	
		N09620 P234 60...Timer For Impending Shutdown Warning	
		N09640 P516 35...Engine Load Threshold	
		N09680 P33 NO...Idle Shutdown Manual Override	
		N09720 P230 YES..Enable Hot Ambient Automatic Override	
		N09740 P46 40...Low Ambient Temperature Threshold	
		N09760 P56 60...Intermediate Ambient Temperature Threshold	
		N09780 P47 80...High Ambient Temperature Threshold	
1000158	O	Prospector Version 43.0 Replaces 42.1	0
1000684	O	Effective VSL Setting NA	0
1000858	O	Engine Idle Shutdown Timer Disabled	0
1000859	O	Enable EIST Ambient Temp Override	0
1000891	O	Eff EIST NA Expiration Miles Use only with MX and Cummins engines	0
1002060	S	Air compressor: Cummins 18.7 CFM For Cummins And PACCAR PX engines.	0
1031130	S	Air Cleaner: Dry-type firewall mounted w/filter restriction indicator.	0
1105260	O	Fan Hub: Horton 2-Speed for PX-7	0
1121200	S	Cooling module: 1000 square inches T170/T270/T370/T470. Includes metal surge tank on T170/T270/T370.	0
1160205	O	Bug screen: Front of grille on C500 ,T800, T880, and W900. Behind grille on T660, T680, and T300 (Medium Duty).	2
1247137	S	Exhaust: 2017 EPA Horizontal Under Rail DPF/SCR for PX-7 w/ Horizontal Tailpipe Below RH Rail; BOC.	0
1321109	S	Fuel Filter:PACCAR Standard Service Interval Fuel/Water Separator. 2017 Emissions	0
1321200	O	Run Aid:None *For Fuel Filter	0
1321300	O	Start Aid:None *For Fuel Filter	0
1504006	O	Block heater, PACCAR 1750 watt 120V for PX-6 and PX-7, 1000 watt for PX-8 and PX-9 or ISL9 engines .	2

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Data	Code	Description	Weight
1816260	S	Alternator: PACCAR 160 amp, brush type	0
1821210	O	Batteries: 3 PACCAR GP31 threaded post (700-730) 2100-2190 CCA dual purpose.	57
1836100	S	Starter: PACCAR 12 volt electrical system. W/ centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	0
1840005	O	Battery disconnect switches 2, mounted on battery box.	2
1900082	O	Multi-function engine connector for body builder interface for Cummins.	0
1900976	O	Body Builder Control Harness coiled EOF for customer installed remote throttle and remote PTO controls. Harness includes Remote PTO control and Remote Throttle controls. T680/T880 models do not require 12-way engine connector sales codes. All other models require (1900082 or 1900084).	2
1900996	O	Jump start terminals under hood.	0

Transmission & Clutch

2011205	O	Transmission: Allison 3000RDS 6-speed w/PTO drive gear. 5th Gen controls. Includes heat exchanger & oil level sensor. Rugged Duty Series for vocational applications. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 & 4000 series transmissions. Requires a push button shift control code. Oil temperature gauge is standard on class 8 models.	291
2401905	O	Driveline: 3 Dana standard-duty; 2 centerbearing. *Standard duty is 1710 series.	169
2410018	O	Torque converter included w/Allison Transmission.	0
2410203	U	Allison FuelSense Base: Inclds. EcoCal,	0
2410204	O	Delete Allison Fuel Sense	0
2410244	O	J1939 Park Brake Auto Neutral	0
2429358	O	Rear transmission support springs for transmission PTO applications are required to ensure that engine flywheel housings are not overloaded when transmission PTO's are installed.	0

Front Axle & Equipment

2502230	O	Dana Spicer E-1202IL Front Axle rated 12K 3-1/2in. drop. Use W/Air Brakes Only. Medium Duty Only.	0
2603006	S	Front brakes included w/ front hub package.	0
2701000	S	Air Brake: 14,600 lb. package includes Bendix 16-1/2 x5 brakes, cast drums, aluminum 10-bolt hub pilot Preset hubs, hubcaps, oil seals & automatic slack adjusters. For use w/ 22-1/2in. wheels.	0

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2790035	O	Maximum length wheel studs for hub pilot wheels only. Option is standard length w/ dual aluminum wheels, code not required.	2
2863015	S	Front Springs: Taperleaf 12K w/ shock absorber for use on 2010+ chassis w/ 22.5in. wheels only.	0
2895223	S	Single power steering gear: 13.2K for air brakes.	0
2900022	O	Front frame raised 0.8 inches. for ground clearance with 22.5 in. tires	0

Rear Axle & Equipment

3031001	O	Dana S21-140 21K Rated Capacity-single rear axle w/air brakes.	-111
3200557	O	Rear Axle Ratio - 5.57.	0
3300000	S	Single rear brakes included w/rear hub package.	0
3403003	O	26K air brake package includes 16-1/2x7 in. brakes, cast drums, iron 10-bolt hub pilot hubs, slack adjusters and oil seals for use w/ 22.5 in. wheels.	0
3407046	O	Longer studs for aluminum wheels w/ steel hub pilot wheels.	6
3485009	S	Spring Brake: 3030 high output single.	0
3495226	S	Bendix 4S/4M anti-lock brake system.	0
3531000	O	Wheel Differential Lock for Dana Spicer Axle P22060S; changes S to D to the axle part number.	15
3636422	O	Rear suspension: single Reyco 79KB taperleaf 23K. Medium-duty. Unladen Height: 9 in. Laden Height: 7.3 in. Not rear air disc brake compatible.	57
3836310	O	Rear shock absorbers for Reyco 79KB.	35

Tires & Wheels

4038737	O	Front Tires: Goodyear Fuel Max RSA 11R22.5 16PR	0
4238681	O	Rear tires: Goodyear G182 RSD11R22.5 14PR 42.1 in. diameter, all position. 19.6 in. SLR. Code is priced per pair of tires.	52
4900004	O	Rear Tire Quantity: 4	0
5042285	O	Front Wheel: Accuride 50344 22.5x8.25 steel Steel Armor[TM] powder coat, hub-pilot mount.heavy-duty 5 hand-hole hub pilot mount.	20
5242285	O	Rear Wheel: Accuride 50344 22.5x8.25 steel Steel Armor[TM] powder coat, hub-pilot mount. Heavy-duty 5 hand-hole hub pilot mount. Code is priced per pair of wheels.	40
5853906	O	Powder coat white steel wheel. Use in conjunction with front, dual front, rear, spare or lift axle wheel code(s). All wheels on chassis must have same finish color.	0
5900004	O	Rear Wheel/Rim Quantity: 4	0

Frame & Equipment

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Data	Code	Description	Weight
6054410	O	Frame Rails: 10-5/8 x 3-1/2 x 5/16 in. Steel to 309 in. to 380 in. Truck frame weight is 2.91 lb.-in. per pair of rails. Section modulus is 14.80 cu.in., RBM is 1,776,000 in.-lbs per rail. 120,000 PSI yield. Heat treated. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.	347
6308715	O	Bumper: Aerodynamic Chrome Requires a bumper setting code.	0
6319409	S	40.9 in. Bumper setting. Requires a bumper code.	0
6321005	O	Removable Front Tow Hooks: 2.	15
6390103	S	Front mudflaps.	0
6391201	O	Custom Frame Layout: one chassis	0
6400636	O	Battery box cantilever aluminum BOC with fiberglass cover.	0
6409901	O	Battery box location: LH Side.	0
6490122	S	One-piece welded crossmember assembly with 12mm frame fasteners, center and rear frame. Standard crossmember.	0
6490430	O	Bolted Rear Cab Support Crossmember. Replaces T3 standard.	17
6679915	O	Customer-installed bulkhead and/or headache rack.	0
6721102	O	Rear mudflap arms: Betts B-25 standard-duty, straight. Includes B1732 mounting brackets as standard.	12
6722000	O	Rear mudflap shields: White plastic antisail w/ Kenworth logo.	9
6742009	S	Square end-of-frame w/o crossmember; non-towing.	0
Fuel Tanks & Equip			
7210075	O	Fuel Tank: 75 US gallon 24.5in. aluminum under replace. Class 8 fuel tanks w/o locking caps include an anti-siphon device on the filler neck.	-16
7722019	O	Medium round DEF tank. 20.7 gallons of usable volume. The DEF tank will be located on the side you specified. If you have specific configuration or body builder concerns, please utilize the Custom Frame Layout option. Standard capacity is calculated by fuel capacity of the vehicle and will accommodate two diesel fill-ups for every DEF fill-up. For 1:1 DEF fuel fill ratio, add 7889204.	32
7831042	O	Fuel Tank Steps: 6in. wide upper & lower F/1 LH under round tank 24.5in. NFPA Compliant. Includes fuel tank crossbrace.	8
7889203	O	Standard DEF to fuel fill ratio: 2:1 or greater.	0

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7889604	O	DEF tank location is on the LH.	0
7920075	O	Location: 75 gal fuel tank LH under cab	0
Cab & Equipment			
8024310	S	Cab: Curved Glass Conventional. Cab Includes aluminum & fiberglass fully hucked cab w/ all aluminum bulkhead doors & continuous stainless steel piano-style door hinges. Single electric horn standard. Incandescent exterior lights include diagnosable bulb detection and warning. Trailer cable on tractors includes integrity detection. Standard features include multiplex wiring for interior lights, automated pre-trip inspection, short and open check diagnostics. Warning alarm will sound when lights are left on.	0
8080137	O	Cab door bearing blocks, top & bottom.	0
8090310	S	Hood: Sloped aerodynamic hood includes grill & separate bumper.	0
8108010	S	Cab heater: W/integral defrosters & A/C 45,000 btu cab heater. No sleeper heater/AC. Includes 5 mode rotary control. T660 include filter media.	0
8201200	O	Adjustable telescoping tilt steering column.	10
8208495	O	Two spare switches: Wired to power.	0
8220106	O	Gauge: Dash mounted air filter restriction gauge.	0
8226667	O	Gauge: Oil Temperature Gauge Transmission. The NavPlus HD unit includes a virtual transmission oil temperature gauge.	0
8282004	O	KW Driver Information Center: Includes fuel economy, RPM display, trip information, truck information, diagnostics, gear display, alarm clock.	0
8282009	S	Instrument package: Includes speedometer, tachometer, fuel gauge, engine coolant temperature gauge, engine oil pressure, voltmeter. Class 8 also includes primary & secondary air reservoir gauges & an air application gauge. DEF level gauge and warning lamp are included with 2010+ engines. Engine hour meter and outside air temperature readouts are standard. Primary read out will be MPH. Add 8240620 to switch primary scale to KPH in Canada.	0
8282990	O	Full burl wood dash panels	0
8330003	S	Cab interior: Pinnacle. Includes vinyl headliner & cab back panel, slate gray interior, dark slate gray seats, floormats, LH/RH inside sunvisor & door courtesy lights.	0
8410481	O	Driver seat: Kenworth Air cushion Plus IB Mordura Standard features includes 7 in. fore and aft slide adjustment w/isolator, 6-23 degree recline, air suspension with cover, dual armrests, and single chamber air lumbar support. Seat cushion is 20 inches wide w/ 2-position tilt and 2-position front cushion extension. Seat material has a horizontal stitch pattern and is 2-tone in color. Seat back is carpeted. Seat is manufactured by National. Includes inside visor and retractable 3-point matching seat belts. Grey seat belts.	0

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	11/13/2018 2:51:44 PM	Incomplete	Model Number:	T370 SERIES CONVENTIONAL
Effective Date:	Jan 1, 2018		Quote/DTPO/CO:	Q45141282
Prepared by:	ID: Bobbi		Version Number:	41.20

Data	Code	Description	Weight
8478328	O	Rider seat: 2 man bench Mordura. Standard features include 34.5 in. wide 2-tone seat cushion w/ fixed base. Armrests are not available. Seat back is carpeted. Includes inside visor and retractable 3-point matching seat belts. Grey seat belts.	61
8490150	O	Seat color: Jet Black.	0
8496559	O	Driver and Rider Seat Belts: Orange Seat Belts. Replacing standard color.	0
8601421	O	Kenworth Radio with AM/FM/WB/USB and Bluetooth	4
8699913	O	Dash-mounted CB assembly: Includes bracket & binding posts. Dual antenna leads located on mirror bracket.	4
8700083	O	Under-dash center console: W/2 cup holders, 1 ashtray, 1 lighter, 1 12V outlet & a storage compartment.	0
8700154	O	Self cancelling turn signal: W/head light dimmer switch .	0
8800733	O	Grabhandle: LH w/ short extension over door.	4
8800734	O	Grabhandle: RH w/ short extension over door.	4
8832115	O	Daylite Door: LH/RH includes RH peeper window	0
8841618	O	Dual rectangular air horn 23 in. LH & RH top of roof. Includes air horn covers.	11
8850210	S	Dual convex mirrors 7-1/2 in. w/ offset mounting, and non-heated.	0
8850300	S	Look-Down, Pass. Door, Stainless 8.5x4.4	0
8866101	O	Mirror: Dual Prutsman mirror 7 in. x 16 in. polished stainless steel, thermostatically controlled. switch located on door pad.	0
8869005	S	Mirror brackets 8-1/2 ft load width.	0
8871438	S	Rear Cab Stationary Window 17 in. x 36 in.	0
8879200	S	Manual LH & electric-powered RH door window. Switch located on door.	0
8890135	O	Exterior stainless steel sunvisor.	11

Lights & Instruments

9010801	S	Headlamps: Halogen Projector Low Beam, Halogen Complex-Reflector High-Beam	0
9022137	O	Marker Lights: Five, rectangular, LED	0
9030010	S	Turn Signal Lights: Mounted on fender	0
9070138	S	Combination Stop, Tail, Turn & Backup Lights RH & LH.	0
9090115	O	Reflectors: Two Midframe	0
9090126	O	Electric Backup Alarm: Meets SAE J994 & OSHA requirements.	4

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed: 11/13/2018 2:51:44 PM
Effective Date: Jan 1, 2018
Prepared by: ID: Bobbi

Incomplete

Model Number: T370 SERIES CONVENTIONAL
Quote/DTPO/CO: Q45141282
Version Number: 41.20

Data	Code	Description	Weight
9090845	O	Circuit Breakers: Replacing fuses. Does not apply to any 5-amp fuse box position. Brakers include stop/brake/turn, tail lamp, high & low beams, marker/clearance lamps, horn, fuel heat, gauges, air dryer, HVAC controls, panel lamps. Some circuits will remain fuses.	0
Air Equipment			
9101215	S	Air Dryer Bendix AD-IS heated Puraguard	0
9108001	O	Moisture ejection valve w/ pull cable drain.	0
9140254	O	Locate air dryer inside RH rail BOC. This code requires the use of a custom frame layout code.	0
9140288	O	Air tanks: clear of transmission area. This code requires the use of a custom frame layout code.	0
Extended Warranty			
9200007	O	Base Warranty - PACCAR PX-7 Engine 36 months / Unlimited miles & km / Unlimited hours.	0
9200022	S	Base Warranty - Standard Service Medium Duty 12 months / Unlimited miles & km	0
Miscellaneous			
9400072	O	Ship to Dealer.	0
9409852	O	GHG Secondary Manufacturer: Does Not Apply	0
9490003	O	Additional lead time required for off highway & /or specialty component truck.	0
9490206	O	Warning triangle reflector kit: Shipped loose. Kit consists of 3 triangles in plastic carrying case. Not floor mounted.	4
9490404	O	One 5 lb. dry chemical type fire extinguisher mounted outboard of driver seat. Class ABC.	11
Paint			
9700000	O	Paint color number(s). N97020 A - L0006 WHITE N97200 FRAME N0001 BLACK	0
9943004	O	Bumper Unpainted	0
9943050	O	Day Cab Standard Paint	0
9944820	O	1 - Color Paint - Day Cab Color will be White if no other color is specified.	0
9965510	S	Base coat/clear coat. The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.	0

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	11/13/2018 2:51:44 PM	Incomplete	Model Number:	T370 SERIES CONVENTIONAL
Effective Date:	Jan 1, 2018		Quote/DTPO/CO:	Q45141282
Prepared by:	ID: Bobbi		Version Number:	41.20



Total Weight

10835 lb

Prices and Specifications Subject to Change Without Notice.

**Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.**

Printed: 11/13/2018 2:51:44 PM
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Model Number: T370 SERIES CONVENTIONAL
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Version Number: 41.20



MAYOR
Toby Barker

COUNCIL - WARD ONE

Jeffrey George

COUNCIL - WARD TWO

Deborah Denard Delgado

COUNCIL - WARD THREE

Carter Carroll

COUNCIL - WARD FOUR

Mary Dryden

COUNCIL - WARD FIVE

Nicholas Brown

January 22, 2019

TO: Mayor Barker and City Council Members
FROM: Wanda Tyler, Deputy Director of Public Works
RE: Knuckle Boom Loader and Trash Body with Side Loader Bid Acceptance Recommendation

This memo is to recommend the acceptance of the bid received from Truckworx for the purchase of the Knuckle Boom Loader and Trash Body with Side Loader in the amount of \$148,950.00 as the lowest and best bid received.

Thank you,

Wanda Tyler



City of Hattiesburg, MS

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

Master

File Number: 2019-084

File ID: 2019-084

Type: Regular Agenda Item

Status: Routine Agenda

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 01/28/2019

Brief Title: Approve and Authorize advertisement of RFQ for Consultants for the construction of a new fire station.

Final Action:

Minute Book Number: MB 2019-31

Title:

Approve and Authorize publication of Notice to Consultants soliciting Statements of Qualifications from consulting firms to provide professional design, engineering and construction management services for the construction of a new fire station for the City.

Notes:

Agenda Date: 02/05/2019

Indexes:

Agenda Number: VI.-5

Sponsors:

Enactment Date:

Attachments: NOTICE TO CONSULTANTS 1-28-19, Engineering Proposal Evaluation Sheet_MDOT

Enactment Number:

Contact:

Meeting Date: 02/05/2019

Drafter: Kathleen Hartfield

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/05/2019					

Text of Legislative File 2019-084

Title

Approve and Authorize publication of Notice to Consultants soliciting Statements of Qualifications from consulting firms to provide professional design, engineering and construction management services for the construction of a new fire station for the City.

Summary

Approve and Authorize advertisement of RFQ for Consultants for the construction of a new fire station.

Publication Information

The Post and Clarion Ledger February 7, 2019

NOTICE TO CONSULTANTS
FEMA PROJECT NO. FEMA-4295-DR-MS
#035-31020-00 PA-04-MS-4295-PW-00011(0)

The City of Hattiesburg, MS is soliciting Statements of Qualification from consulting firms to provide professional design, engineering and construction oversight and management services for the construction of a new fire station for the City of Hattiesburg. This project will be subject to FEMA standards (FEMA-4295-DR-MS City of Hattiesburg #035-31020-00 PA-04-MS-4295-PW-00011(0)). Submit six (6) copies sealed of qualification statements and letters of interest no later than **February 28, 2019** to:

City of Hattiesburg
City Clerk's Office
P. O. Box 1898
Hattiesburg, MS 39403-1898

Consulting Services RFQ

Direct all questions to Lamar Rutland, Director of Engineering at 601-545-4540. The City reserves the right to waive any informality and minor irregularities in the submittals and select the consultant deemed to be the best qualified to serve the interests of the City, or may reject all submittals. DBE firms are encouraged to apply.

Project Duties include (not prioritized) as follows:

Conceptual Design, Design, Bidding and Construction of a new Fire Station for the City of Hattiesburg. This will include but is not limited to: Conceptual Design, Site Engineering, Compliance with FEMA Requirements, Site Grading and Layout, Cost Estimates, Value Engineering, Material selection, Final Design, Creation of the bid documents, assisting the City through the Bid process and Construction oversight.

Submittals shall include the following:

1. Letter of Interest (maximum five pages)
2. Team Organizational Chart
3. Project Approach Section (maximum two pages)

Submittals will be evaluated using a scoring system with ten categories. Each category will be assigned an importance factor (below average importance, average importance, above average importance) and a range of possible points (1-Poor to 5-Excellent). The total score will be the sum of earned points (multiplied by the importance factor) in each category. The categories are: 1. Professional integrity and competence; 2. Firm's background and key members; 3. Consultant's understanding of and perception of project; 4. Capability to perform all aspects of the project including liaison with State and Federal Agencies, planning, design and contract administration; 5. Capability to meet

schedules or deadlines; 6. Capability to complete projects without major cost overruns; 7. Familiarity with location of the project; 8. Current workload; 9. Number of previous projects; 10. Quality of projects previously undertaken.

Acknowledge receipt of any issued Addenda in the Letter of Interest. This advertisement shall void all previous related advertisements.

Publish Once on February 7, 2019
Publish in the Post and the Clarion Ledger
Send PROOF to:
City Clerk's Office
P O Box 1898
Hattiesburg, MS 39403

ENGINEERING PROPOSAL EVALUATION SHEET

Project: Fire Station No. 2

Location: _____

Project No.: _____

Consultant: _____

*RATE ON A SCALE OF 0 to 5
(0 - LOW & 5 - HIGH)*

- | | | |
|-----|---|-------|
| 1. | Reputation for personal and professional integrity and competence | _____ |
| 2. | Professional background of firm and key staff members | _____ |
| 3. | Consultants understanding of and perception of project | _____ |
| 4. | Capability to perform all aspects of project including liaison with State and Federal Agencies, plus planning, design and contract administration | _____ |
| 5. | Capability to meet schedules or deadlines | _____ |
| 6. | Capability to complete projects without having major cost overruns | _____ |
| 7. | Familiarity with and proximity to the geographic location of the project | _____ |
| 8. | Current workload | _____ |
| 9. | Number of previous projects | _____ |
| 10. | Quality of projects previously undertaken | _____ |

TOTAL _____
(Maximum - 50)



City of Hattiesburg, MS

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

Master

File Number: 2019-077

File ID: 2019-077

Type: Regular Agenda Item

Status: Routine Agenda

Version: 1

Reference:

In Control: City Council

Requester: Kermas Eaton

File Created: 01/25/2019

Brief Title: Approve Specifications and Authorize Publication of Advertisement for Various Term Bid Items for Various Departments.

Final Action:

Minute Book Number: MB 2019-31

Title:

Approve Specifications and Authorize Publication of Advertisement for Various Term Bid Items for Various Departments.

Notes:

Agenda Date: 02/05/2019

Indexes:

Agenda Number: VI.-6

Sponsors:

Enactment Date:

Attachments: Notice to Bidders - Item 16 - HPD Uniforms, Specs - Item 16 - HPD Uniforms, Notice to Bidders - Item 25 - Concrete and Brick Structures, Specs - Item 25 - Concrete and Brick Structures, Notice to Bidders - Item 34 - Mat Rental, Specs - Item 34 - Mat Rental

Enactment Number:

Contact:

Meeting Date: 02/05/2019

Drafter: Michael Pope

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/05/2019					

Text of Legislative File 2019-077

Title

Approve Specifications and Authorize Publication of Advertisement for Various Term Bid Items for Various Departments.

Summary

Approve Specifications and Authorize Publication of Advertisement for Various Term Bid Items for Various Departments.

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive bids in the following manner:

Proposals will be accepted until 10:00a.m. On Thursday, February 28, 2019, by electronic bid submission or in sealed envelopes at the Office of the City Clerk, 200 Forrest Street, Hattiesburg, MS 39401. Vendors must supply prices with their proposal. A bid form is provided. The bid form should be filled out and uploaded by the date and time stated above.

Specifications and procedures can be downloaded from Central Bidding at www.centralbidding.com All bids must comply with the specifications provided. The City of Hattiesburg reserves the right to amend the specifications, as necessary.

Submissions will be evaluated and vendors submitting acceptable offers will be invited to submit priced bids via reverse auction. Electronic bids and/or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic process, please call Central Bidding at (225)810-4814.

Qualified bidders will be invited to participate in a reverse auction, which will take place on March 14, 2019, at 10:00 a.m.

Uniforms for the Hattiesburg Police Department

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 5th day of February, 2019.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton/s/
CITY CLERK

SPECIFICATIONS FOR ITEM #16: UNIFORMS FOR THE HATTIESBURG POLICE DEPARTMENT

Bidder shall bid on furnishing Uniforms for the Hattiesburg Police Department, which meets or exceeds the following specifications, to-wit:

UNIFORM ITEMS

JACKET

Horace Small #HS3350 jacket or equal
100% Nylon
Washable
Two Way Zipper
Elastic Cuff
Waterproof
Zip out liner
Front pockets, silver or gold "p" buttons
Elastic waistband
Equipment access side zippers
Color: Dark Navy

SHIRTS (LONG SLEEVES)

Color navy blue. 100% Dacron polyester. Fast color guaranteed and washable. Permanent press shirt with zipper and collar band. Tapered form fit. Stitched in military creases. Dress style collar. Zipper to be concealed under center flap. Zipper to be a separating zipper with nylon coil, coordinating color for all components, all molded plastic. Inside sling type badge holder inside left front of shirt. Two button hole eyelets to be spaced at the proper interval. To be long sleeve cut straight. Ligne pearlized buttons. Each pocket to engage the tape on the flaps when they are buttoned. Shoulder straps shall be boxed stitched to shoulders with a row of cross stitching. Buttons attached to yokes. Button holes at pointed end, same color as shirt.

Xlarge sizes and above shall have long tails.

SHIRTS (SHORT SLEEVES)

Same specifications as long sleeve but to be short sleeve style.

SHOULDER PATCHES FOR LONG AND SHORT SLEEVED SHIRTS AND JACKETS

Patches will be supplied by the Hattiesburg Police Department. There shall be one patch for each shoulder to be sewn on 1" from the top of the shoulder seam. Patches are to be sewn on left and right shoulder. To be sewn on by the manufacturer or the vendor. There shall be no charge to sew on patches for shirts and jackets

TROUSERS

Flying Cross by Fechhemier #F1 32247 trousers. No substitutions

Color: French Blue

Side Stripe: 3/8" navy stripe sewn on each trouser leg

Fabric: 55% polyester/45% wool

Waistband: must contain Ban-Rol or equal to prevent roll over

Sizes:

Regular Rise: 28-52

Short Rise: 28-40

Long Rise: 32-46

BDU PANTS

TRU-SPEC 24-7

65% Polyester/35% Cotton Ripstock

14-pocket design

Color: Navy Blue, Woodland Camo, Black

FOUL WEATHER GEAR - RAINWEAR

1. Raincoat, vented, yellow. Urethane coated nylon. Full length with slash pockets and badge tab.
Machine washable.

NOTE: 4" Black block letters screened on rear of raincoat – HATTIESBURG POLICE

MOTORCYCLE BREECHES

Tek's Police 5-Way Stretch Police Breeches – 97% Nylon, 3% Spandex, No substitution
Color: Air Force Blue
Side Striping: 1" Navy Blue

MISCELLANEOUS ITEMS

Ties, French blue, clip and regular tie and extra long. 100% Polyester and washable.

Cap-Summer. Meets specifications of 5 Star summer cap. Military style, round, frame band of all nylon.
Color: Navy Blue.

Cap Cover-Summer. Vinyl hat cover/protector, clear, for round style caps

Cap-Dress. Meet specifications of 5 Star command cap. Military style, round, with black velvet band with
2% gold bullion embroidered visor. Color: Navy Blue.

Jackets, Polar Fleece, Black

T-Shirts -100% cotton
Color: Black, White
Sizes Small to XXXLarge.

Mockneck Shirts - 100% cotton
Color: Black
Long Sleeve

ACCESSORY ITEMS

BOOTS

1. Men's 5.11 Atac 8" Side Zip Model 12001 boot - NO SUBSTITUTES
2. Ladies 5.11 Atac 8" Side Zip Model 12007 boot - NO SUBSTITUTES

PACKING AND SHIPPING

Each order to be individually bagged or boxed with officer's name on outside of bag or box

Bag or box is to contain a packing slip to show items shipped or backordered.

WARRANTY

Manufacturer agrees to warrant to the original purchaser that the product will be free from defects in materials and workmanship for a period of one (1) year from date of purchase. The manufacturer agrees to repair or replace at its option any item determined to be defective. This warranty does not cover normal wear and tear, improper cleaning, and damage from chemicals, fire, misuse, accident or negligence. A complete copy of the manufacturer's warranty will be available upon request.

IMPORTANT: The City of Hattiesburg reserves the right to award separate bids for uniform items, motorcycle gear and accessory items as listed herein. All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of bids received, vendors shall bid only on specified item(s) in unit(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PRICES shall be **FIRM** for a period beginning with official award of the bid, and ending March 31, 2021, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

DELIVERY: F.O.B. 300 Klondyke Street, Hattiesburg, Mississippi, as indicated on Purchase Order, freight prepaid.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 5th day of February, 2019.

BY: _____

CITY CLERK

ITEM #16 - UNIFORMS FOR THE HATTIESBURG POLICE DEPARTMENT

UNIFORM ITEMS	COST/EACH
JACKET – AS SPECIFIED	
SMALL TO XLARGE	
XXLARGE TO XXXXLARGE	
SHIRTS (LONG SLEEVE)	
SMALL TO XLARGE	
XXLARGE TO XXXXLARGE	
SHIRTS (SHORT SLEEVE)	
SMALL TO XLARGE	
XXLARGE TO XXXXLARGE	
TROUSERS – AS SPECIFIED	
BDU PANTS	
RAINCOAT-VENTED, YELLOW, URETHANE COATED NYLON	
TIES-FRENCH BLUE, TIE ON	
TIES-FRENCH BLUE, CLIP ON	
CAP (SUMMER) - MILITARY STYLE, NAVY BLUE	
CAP COVER (SUMMER) - CLEAR, ROUND STYLE	
CAP (DRESS) - MILITARY STYLE, NAVY BLUE	
JACKET, POLAR FLEECE, BLACK	
T-SHIRTS – BLACK	
SMALL TO XLARGE	
XXLARGE	
XXXLARGE TO XXXXLARGE	
T-SHIRTS - WHITE	
SMALL TO XLARGE	
XXLARGE	
XXXLARGE TO XXXXLARGE	
MOCKNECK SHIRTS-BLACK LONG SLEEVE	
MOTORCYCLE BREECHES	

ACCESSORY ITEMS	COST/EACH
BOOTS (MEN) 5.11 ATAC 8" SIDE ZIP, MODEL 12001	
BOOTS (LADIES) 5.11 ATAC 8" SIDE ZIP, MODEL 12007	
TOTAL BID PRICE	

NAME OF COMPANY

STREET/P.O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & FAX NUMBER

DATE OF BID

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, March 7, 2019, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following supplies, to-wit:

ITEM #25: CONCRETE AND BRICK STRUCTURES

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, 200 Forrest Street, Hattiesburg, Mississippi, 39403, (601) 545-4552, which may be obtained upon request.

SEALED BIDS:

Sealed bids must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

ELECTRONIC BIDS:

Official bid documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive formalities.

PUBLISHED by Order of the Council on this, the 5th day of February, 2019.

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

(S E A L)

SPECIFICATIONS FOR ITEM #25: CONCRETE & BRICK TRANSPORTATION STRUCTURES FOR THE CITY OF HATTIESBURG

Bidder shall bid on furnishing materials, labor, forms and equipment to install concrete & brick transportation structures for the Engineering Department, which meets or exceeds Mississippi Highway Standard Specifications for Roads & Bridge Construction, 2004, together with all provisions and/or addendums to the standards, amendments and/or special duty approved and adopted.

Bid prices include excavation & subgrade preparation necessary for construction of bid items. Temporary traffic control for construction zones shall be included in bid price and subject to referenced specifications. Contractor shall follow the Manual on Uniform Traffic Control Devices.

Bidder shall use Street Bond system or approved equal when stamping asphalt. Bidder shall match existing asphalt stamping which is a Street Bond "terra cotta ". Bidder shall include all equipment, paint and other items necessary to properly stamp asphalt.

Sidewalk construction and curb ramps shall meet current ADA Design Guidelines. Appurtenances associated with accessible design, such as detectable warning strips, shall be included in pay item bid prices.

Adjustment of City Utilities refers to the adjustment of the elevation of City infrastructure that may fall within or interfere with construction of sidewalk, driveway or any other infrastructure that is requested to be constructed. Utilities refers to only the lid or other structure covering the utility, this includes but is not limited to, Water valve box, water meter box, or any other type of structure of similar structure. This is not the physical relocation of said utility. This item shall include all material and personnel necessary to perform this task.

Bump Grinding refers the grinding of City sidewalks and streets for the purpose of removing any abrupt elevation changes in the pavement that can be reduced to smooth the surface. This item shall include all material and personnel necessary to perform this task.

Street sweeping shall include necessary people and equipment to sweep city streets and dispose of any

material that is obtained while sweeping. This is a per each item. Meaning if necessary, the City may require more than one sweeper. This will be paid for based on the hours each street sweeper operates.

Minor Structures shall include all necessary people and equipment including steel to construct the structure requested. This includes but is not limited to Junction boxes, Inlet boxes or any other type of concrete structure that maybe needed.

Sod shall include centipede, Bermuda and St Augustine

Work performed under the terms of this contract which provides new installation of City sidewalks and other structure shall not exceed one hundred and fifty thousand dollars (\$150,000.00) per project as provided by state law. The City of Hattiesburg reserves the right to bid any and all projects, as determined by the City Engineer and/or Public Works Director, on an individual basis and have said work performed by the successful bidder, or have work performed under this contract, whichever is in the City's best interest.

Pursuant to Section 31-5-51 of the Mississippi Code (Amended) which requires certain vendors have liability insurance, the successful bidder shall furnish to the City of Hattiesburg, before entering into any such contract, proof of general liability insurance coverage in the amount not less than one million dollars (\$1,000,000.00) for bodily injury and property damage.

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PRICES shall be FIRM for a period beginning with official award of the bid, and ending March 31, 2021, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

PAYMENT TERMS: Remittance within forty-five (45) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, March 7, 2019 in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of sealed bids.

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

BID

ITEM #25 CONCRETE & BRICK TRANSPORTATION STRUCTURES

SUBMITTED BY 10:00 A.M. THURSDAY, MARCH 7, 2019

ELECTRONIC BIDS:

Official bid documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 5th day of February, 2019.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

CITY CLERK

BID FORM FOR ITEM #25 - CONCRETE AND BRICK TRANSPORTATION STRUCTURES FOR THE CITY OF HATTIESBURG

PAY ITEM	UNITS	UNIT PRICE
4" Concrete Sidewalk, Without Reinforcement (including excavation)	S.Y.	
6" Concrete Sidewalk, Without Reinforcement(including excavation)	S.Y.	
Concrete Curb, Header	L.F.	
Combination Concrete Curb & Gutter	L.F.	
Stamping Asphalt	S.Y.	
Roadway Brick Paving Repair, Including 4" Concrete Base & Dry Sand Bedding and Joint Fill; Bricks Provided by Contractor	S.Y.	
Roadway Brick Paving Repair, Including 4" Concrete Base & Dry Sand Bedding and Joint Fill; Bricks Provided by City	S.Y.	
Concrete Driveway, Without Reinforcement	S.Y.	
Concrete Median and/or Island Pavement, 6"	S.Y.	
Imprinted Aggregate Reinforced Preformed Thermoplastic Pavement Markers	S.F.	
Demolition of Curbs	L.F.	

Demolition of Sidewalks	S.Y.	
ADA Ramps	S.Y.	
Truncated Domes	S.F.	
Truncated Domes (in Radius)	S.F.	
Select Fill	C.Y.	
Sod	S.Y.	
Minor Structures (0.5 CY- 3CY)	C.Y.	
Minor Structures (3CY- 6CY)	C.Y.	
Minor Structures (6 CY- 6CY)	C.Y.	
Saw Cutting (All Depths)	L.F.	
Crushed Conc.	Ton	
Top Soil	C.Y.	
Adjustment of City Utilities	E.A.	
Bump Grinding (All depths)	S.Y	
Street Sweeping (per unit)	HR	
Removal of Conc. Structures	SY	
Removal of Concrete curb	L . F .	
Total bid price		

NAME OF COMPANY

STREET/P.O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & EMAIL

DATE OF BID

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive bids in the following manner:

Proposals will be accepted until 10:00a.m. On Thursday, February 28, 2019, by electronic bid submission or in sealed envelopes at the Office of the City Clerk, 200 Forrest Street, Hattiesburg, MS 39401. Vendors must supply prices with their proposal. A bid form is provided. The bid form should be filled out and uploaded by the date and time stated above.

Specifications and procedures can be downloaded from Central Bidding at www.centralbidding.com All bids must comply with the specifications provided. The City of Hattiesburg reserves the right to amend the specifications, as necessary.

Submissions will be evaluated and vendors submitting acceptable offers will be invited to submit priced bids via reverse auction. Electronic bids and/or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic process, please call Central Bidding at (225)810-4814.

Qualified bidders will be invited to participate in a reverse auction, which will take place on March 14, 2019, at 10:00 a.m.

Mat Rental

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 5th day of February, 2019.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton/s/
CITY CLERK

**SPECIFICATIONS FOR ITEM #34: MAT RENTAL SERVICE FOR VARIOUS
DEPARTMENTS/DIVISIONS OF THE CITY
OF HATTIESBURG**

Bidder shall bid on furnishing Mat Rental Service for the various departments/divisions of the City of Hattiesburg as listed herein, which meet or exceed the following specifications, to-wit:

GENERAL REQUIREMENTS:

Weekly rental and laundering for mats for various buildings. The buildings include, but are not limited to:

Hattiesburg Grounds Maintenance Division
800 Arledge Street

Highland Cemetery Division
3501 West 7th Street

Hattiesburg Public Services Department
1202 James Street and 212 East Front Street
Consisting of the following divisions:
Shop, Sanitation, Street, Health, Drainage,
Street Cleaning, Automated Fuel Facility, GO & FS,
and Engineering

The color of the mat shall be brown.

The bidder shall assume full responsibility for material, workmanship, and uniformity of product - and in event of error, bidder shall immediately replace any or all mats at no cost to the City. Bidder shall assume full responsibility for laundering, weekly pick-up and delivery, maintenance, repair of damaged or torn mats, or replacement with new ones, replacement of mats at least every eighteen (18) months, or sooner as required by the City of Hattiesburg. The replacement mat must be new, unused, and acceptable to the City of Hattiesburg.

The bidder shall list the cost to replace the following sizes of mats that are lost or damaged by the City of Hattiesburg based on a quantity of one (1) mat for each size:

3 x 4 Mat _____

4 x 6 Mat _____

3 x 10 Mat _____

The successful vendor shall be responsible for scheduling deliveries with each Division's General Manager and/or Manager, during the weeks in which the following holidays are observed by the City.

Veteran's Day
Thanksgiving Day
Christmas Day

New Year's Day
Third Monday of January
Third Monday of February
Good Friday
Last Monday of May
Independence Day
First Monday of September
Additional Holidays Proclaimed by the Governor

Additional items required by the City of Hattiesburg may include, but not be limited to:

18 x 18 Cotton Shop Towels
24' Dust Mops
24' Dust Mop Frames
Dust Mop Handles

The City of Hattiesburg reserves the option to add additional sizes of all items included in this bid, as well as additional items as needed.

Each bidder shall submit bid prices utilizing **this form**. Bidder shall submit prices on a **weekly rate only**. The rate shall be based on a minimum quantity of **five (5) mats**.

MATS

Weekly Rental Rate - 3 x 4 Mat \$ _____

Weekly Rental Rate - 4 x 6 Mat \$ _____

Weekly Rental Rate - 3 x 10 Mat \$ _____

ACCESSORIES

Additional items required by the City of Hattiesburg may include, but not be limited to:

Weekly Rental Rate - 18 x 18 Cotton Shop Towels \$ _____

Weekly Rental Rate - 24' Dust Mops \$ _____

Weekly Rental Rate - 24' Dust Mop Frames \$ _____

Weekly Rental Rate - Dust Mop Handles \$ _____

The City of Hattiesburg reserves the option to add additional sizes of all items included in this bid, as well as additional items as needed.

Name of Company _____

Company Address _____

Company Phone/Fax _____

Company Representative _____
(printed)

Company Representative _____
(signature)

Date _____

IMPORTANT: All bidders shall provide a photocopy of their Certificate of Incorporation or other appropriate documents which identify the bidder's principal legal address, including the City, County, and State.

The successful vendor shall provide separate invoices for each division

covered by this contract. Vendor may bill all charges for this contract to one (1) account number in the name of "The City of Hattiesburg". The City shall be invoiced monthly supported by weekly delivery tickets.

ANY BID THAT FAILS TO COMPLY WITH THE TERMS OF THESE SPECIFICATIONS WILL BE DISQUALIFIED.

PAYMENT TERMS: Remittance within forty-five (45) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning with official award of the bid, and ending March 31, 2021, items to be purchased as required.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 5th day of February, 2019.

BY: _____
CITY CLERK



City of Hattiesburg, MS

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

Master

File Number: 2019-093

File ID: 2019-093

Type: Regular Agenda Item

Status: Routine Agenda

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 01/28/2019

Brief Title: Authorize advertisement of 38th Avenue Pathway project

Final Action:

Minute Book Number: MB 2019-32

Title:

Approve plans and specifications for the 38th Avenue Pathway - Hardy St. to Longleaf Trace project and Authorize publication of advertisement for bids.

Notes:

Agenda Date: 02/05/2019

Indexes:

Agenda Number: VI.-7

Sponsors:

Enactment Date:

Attachments: 38th Ave Pathway Advertisement for Bids, 38th Ave Pathway Final Plans, 38th Ave Pathway Final Specs

Enactment Number:

Contact:

Meeting Date: 02/05/2019

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	02/05/2019					

Text of Legislative File 2019-093

Title

Approve plans and specifications for the 38th Avenue Pathway - Hardy St. to Longleaf Trace project and Authorize publication of advertisement for bids.

Summary

Approve plans and specifications for the 38th Avenue Pathway - Hardy St. to Longleaf Trace project and Authorize publication of advertisement for bids.

Budget Information

072201.7225.12

ADVERTISEMENT FOR BIDS

38TH AVENUE PATHWAY

CITY OF HATTIESBURG, MISSISSIPPI

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, Mississippi, hereafter referred to as Owner, located at 200 Forrest Street, Hattiesburg, Mississippi, 39401, until 10:00 A.M., Local Time, Thursday, **March 14**, 2019 for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. Work consists of constructing an 8' concrete pathway along 38th Avenue from Hardy Street to the Long Leaf Trace.

The above general outline of features of the work does not in any way limit the responsibility of the Contractor to perform all work and furnish all labor, equipment and materials required by the specifications and the drawings referred to therein.

Bidder must be qualified under Mississippi Law and show current Certificate of Responsibility issued by the Mississippi State Board of Public Contractors establishing his classification as to the value and type of construction on which he is authorized to bid.

Each Bidder shall write his Certificate of Responsibility Number on the outside of the sealed envelope containing his proposal.

Proposals shall be submitted in duplicate, sealed and deposited with the Owner prior to the hour and date hereinbefore designated. No bidder may withdraw his bid within 90 days after the actual date of the opening thereof.

Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident bidder's state awards contracts to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so-called Golden Rule is followed state law requires a non-resident bidder is to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors.

Each Bidder must deposit with his proposal, a Bid Bond or Certified Check in an amount equal to five percent of his bid, payable to the Owner, as bid security. Bidders shall also submit a current financial statement, if requested, by the Owner. The successful bidder will be required to furnish a Payment Bond and Performance Bond each in the amount of 100 percent of the contract amount.

Official Bid documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

"Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition" as referred to herein, may be purchased from the Mississippi Department of Transportation.

The Owner hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded the full

opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The Engineer is Neel-Schaffer, Inc., 704 Hardy Street, Hattiesburg, Mississippi 39401; Phone No. (601) 545-1565, Fax No. (601)-545-2267. Geoffrey P. Crosby, P.E. – Senior Project Manager.

The Owner reserves the right to reject any and all bids and to waive any informalities or irregularities therein.

BY: _____
City Clerk
City of Hattiesburg, Mississippi

DATES OF PUBLICATION:

February 10, 2019

February 17, 2019

38TH AVENUE PATHWAY

CITY OF HATTIESBURG

HATTIESBURG, MISSISSIPPI

FORREST COUNTY

MAYOR

TOBY BARKER

CHIEF ADMINISTRATIVE OFFICER

ANN JONES

ENGINEERING DIRECTOR

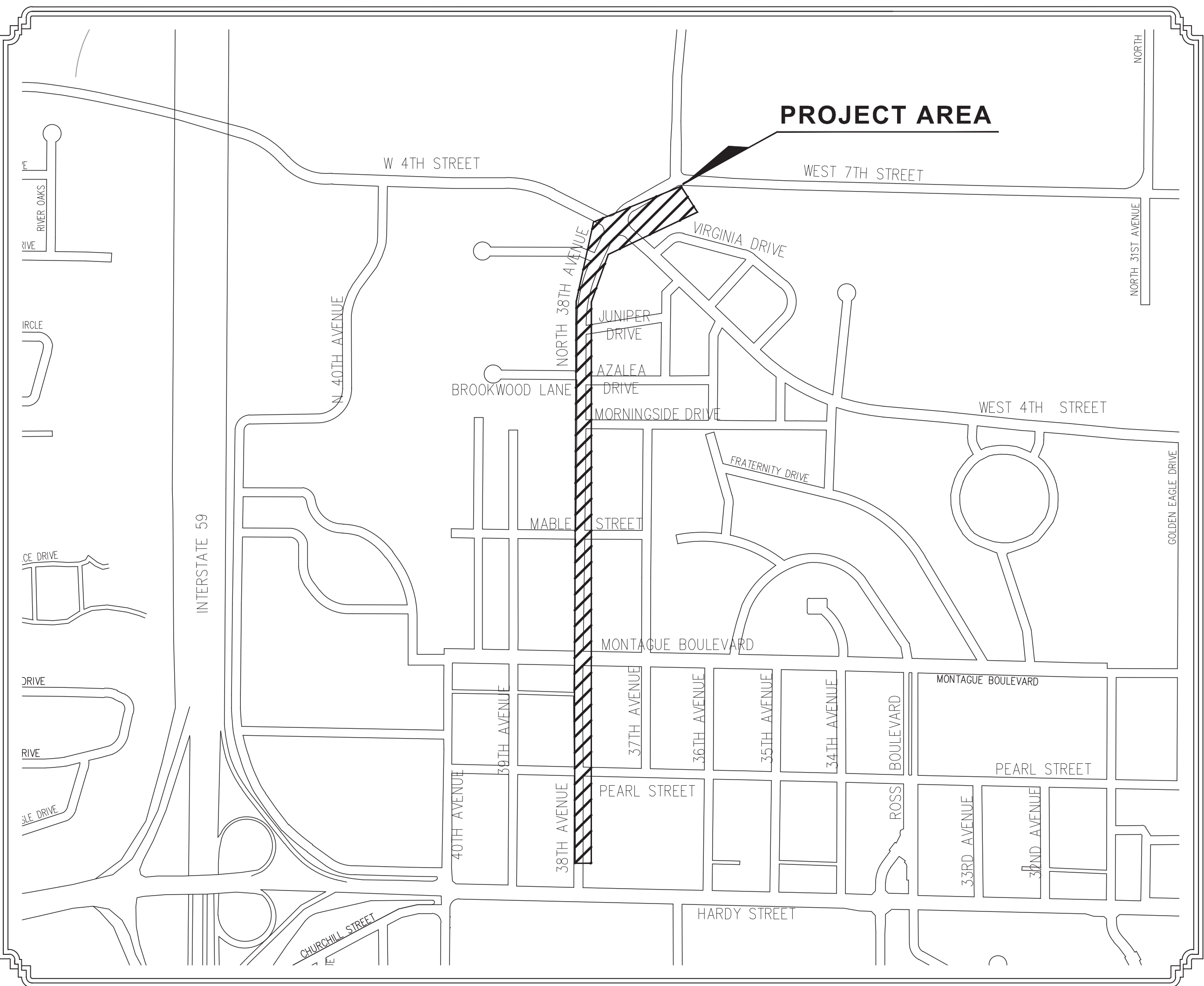
LAMAR RUTLAND, P.E.

COUNCIL MEMBERS

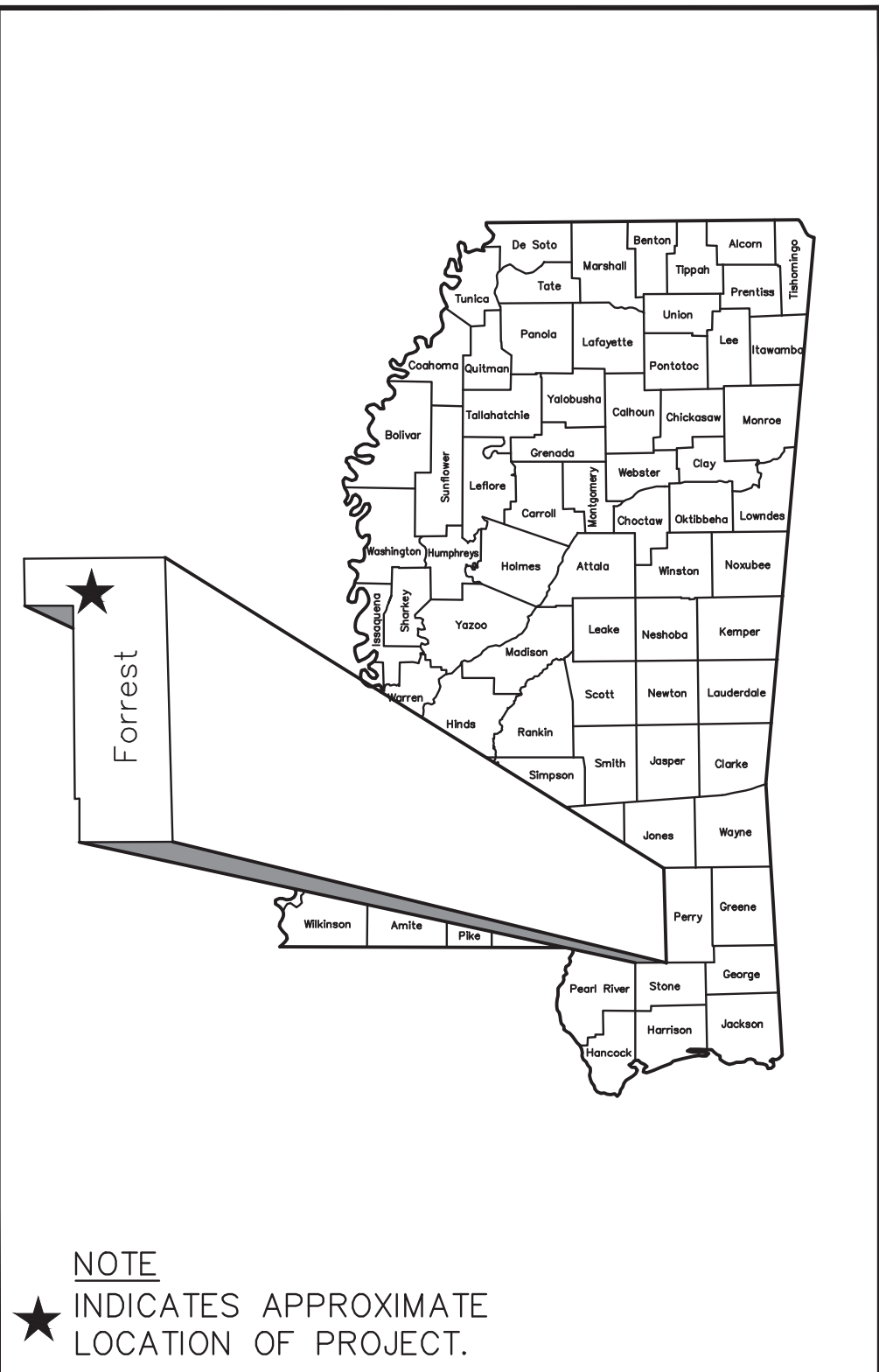
JEFFREY GEORGE	WARD 1
DEBORAH D. DELGADO	WARD 2
CARTER CARROLL	WARD 3
MARY DRYDEN	WARD 4
NICHOLAS BROWN	WARD 5

UTILITIES

CITY OF HATTIESBURG
MISSISSIPPI POWER
AT&T
SPIRE GAS
COMCAST



VICINITY MAP
PROJECT LOCATION



PREPARED BY :
NEEL-SCHAFFER
Solutions you can build upon



GEOFFREY P. CROSBY, P.E.
MISSISSIPPI LICENSE NO. PE: 19984

GENERAL NOTES

1. THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2017 EDITION, AS AMENDED, SHALL BE THE STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF THIS PROJECT UNLESS OTHERWISE INDICATED OR AMENDED IN THE SPECIAL PROVISIONS, PROPOSAL AND CONTRACT DOCUMENTS.

2. EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWINGS BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR MUST COORDINATE DIRECTLY WITH THE INVOLVED UTILITY OWNERS TO HAVE UNDERGROUND UTILITY LINES FIELD LOCATED IN ADVANCE OF CONSTRUCTION.

3. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING GRADES AND MAKING ADJUSTMENTS AS NECESSARY WITH THE APPROVAL OF THE PROJECT ENGINEER.

4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING STRUCTURES SUCH AS PIPES, INLETS, APRONS, BRIDGES, ETC. FROM DAMAGE WHICH MIGHT OCCUR DURING CONSTRUCTION. EXTREME CARE SHOULD BE EXERCISED IN UNDERCUT AREAS AND THE UNDERCUT DEPTH MAY BE ADJUSTED AT CROSS DRAINS, AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL REPLACE OR REPAIR, AS DIRECTED BY THE ENGINEER, ANY STRUCTURES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPLACEMENT OR REPAIR OF DAMAGED ITEMS.

5. WORK ON STRUCTURES 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. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PLACE 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 PRICE BID FOR CONTRACT ITEMS.

6. VOIDS CREATED BY THE REMOVAL OF POSTS, CONCRETE ANCHORS, FOOTINGS, ETC., SHALL BE BACKFILLED AND TAMPED IN ACCORDANCE WITH SECTION 203 OF THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (COST ABSORBED).

7. PRIOR TO EXCAVATION AND EMBANKMENT CONSTRUCTION, ALL TOPSOIL SHALL BE STRIPPED AND STOCKPILED. AFTER COMPLETION OF EXCAVATION AND EMBANKMENT CONSTRUCTION, ALL SLOPES SHALL BE UNIFORMLY PLATED WITH THE STOCKPILED TOPSOIL. THE COST OF STRIPPING, STOCKPILING, PLACING AND SPREADING OF TOPSOIL IS TO BE INCLUDED IN PAY ITEM, TOPSOIL FROM RIGHT OF WAY, PER SQUARE YARD.

8. ALL STORM DRAINAGE STRUCTURES SHALL BE CAST-IN-PLACE.

9. FLUORESCENT ORANGE SHEETING SHALL BE USED ON ALL CONSTRUCTION AND TRAFFIC CONTROL SIGNS EXCEPT FOR THOSE DESIGNATED IN PLANS TO BE BLACK LEGEND AND BORDER ON WHITE BACKGROUND.

10. THE CONTRACTOR IS TO REMOVE AND RESET ANY SIGNS AND MAILBOXES WHICH CONFLICT WITH CONSTRUCTION. TO BE LOCATED BEHIND SIDEWALK WERE GREEN SPACE IS 3' OR LESS. (NOT A SEPARATE PAY ITEM).

11. THE LOCATION AND SPACING OF SIGNS SHOWN ON THE TRAFFIC CONTROL PLAN ARE APPROXIMATE AND MAY BE ADJUSTED AS NECESSARY TO FIT FIELD CONDITIONS.

12. ALL POST LENGTHS FOR SIGNS SHALL BE VERIFIED IN THE FIELD PRIOR TO FABRICATION.

13. SOME WORK MAY BE REQUIRED OUTSIDE THE PROJECT LIMITS BEYOND THE B.O.P. AND E.O.P. NO ADDITIONAL COMPENSATION WILL BE MADE FOR SUCH WORK EXCEPT AS PROVIDED BY SPECIFIC PAY ITEMS SHOWN ON THE PLANS.

14. ALL SIGNS, SIGNALS, PAVEMENT MARKINGS AND TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION).

15. ALL RAISED OBJECTS SHALL BE PLACED A MINIMUM OF 2 FEET BEHIND THE FACE OF CURB.

16. CONTRACTOR SHALL MAKE THE APPLICATION FOR POWER SERVICE, COORDINATING WITH UTILITY COMPANY, IN ADVANCE OF REQUIRING THE ELECTRICAL SERVICE.

17. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THROUGH AND LOCAL TRAFFIC IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION.

18. THE CONTRACTOR SHALL PROVIDE ACCESS (INGRESS AND EGRESS) TO LOCAL BUSINESSES AND HOMEOWNERS AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR IS REQUIRED TO NOTIFY BUSINESSES AND HOMEOWNERS 48 HOURS IN ADVANCE OF ACCESS RESTRICTIONS.

19. THE CONTRACTOR SHALL COORDINATE HIS WORK WITH OTHER CONTRACTOR'S TO FACILITATE TIE-INS TO OTHER CONTRACTOR'S WORK, WHERE FEASIBLE AND PRACTICABLE.

20. CONTRACTOR SHALL COORDINATE WITH THE RESPECTIVE UTILITY COMPANIES FOR RELOCATION OF EXISTING POWER, GAS, TELEPHONE, AND CABLE TV UTILITIES. CONTRACTOR SHALL PROVIDE ACCESS TO THE UTILITY COMPANIES FOR RELOCATION ACTIVITIES AS REQUIRED.

21. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE VERIFICATION, PROTECTION, AND RELOCATION OF BENCHMARKS DURING CONSTRUCTION. NO ADDITIONAL PAYMENT WILL BE MADE FOR RELOCATION OF BENCHMARKS.

22. CONTRACTOR SHALL BE RESPONSIBLE FOR RESETTING ANY SIGNS THAT ARE IN DIRECT CONFLICT WITH CONSTRUCTION IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION (COST ABSORBED).

23. REMOVAL OF EXISTING AND TEMPORARY TRAFFIC STRIPING, TRAFFIC CONTROL SIGNS AND BARRICADES SHALL BE ABSORBED UNDER PAY ITEM 618-A, MAINTENANCE OF TRAFFIC.

24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH THE UTILITY COMPANIES IF ANY UTILITY POLES NEED TO BE SUPPORTED DURING CONSTRUCTION (COST ABSORBED).

25. THE CONTRACTOR SHALL REPAIR FENCES, RETAINING WALLS, GATES, SODDING, LANDSCAPING, ETC. DAMAGED DURING OVERALL CONSTRUCTION (COST ABSORBED).

26. THE EROSION CONTROL DEVICES REFERENCED IN THESE PLANS ARE A MINIMUM RESPONSIBILITY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT SILT DOES NOT LEAVE THE RIGHT OF WAY OR CONTAMINATE WATERS OF THE U.S. DURING CONSTRUCTION. THE CONTRACTOR SHALL SUBMIT AN EROSION CONTROL PLAN PRIOR TO COMMENCEMENT OF WORK AND MAINTAIN THE PLAN DURING CONSTRUCTION.

27. THE CONTRACTOR SHALL TRIM ALL LIMBS TO A VERTICAL CLEARANCE OF 8 FEET OF THE PROPOSED SIDEWALK (COST ABSORBED).

28. ONE LANE MUST BE OPEN AT ALL TIMES FOR INGRESS/EGRESS ON BOTH DRIVEWAYS FOR THE HASKIN 23221 PROPERTY. NO EXCEPTION WILL BE MADE.

29. UTILITY CONFLICTS SHOWN IN THESE DRAWINGS HAVE BEEN ADJUSTED ACCORDINGLY PRIOR TO THE AWARD OF THIS PROJECT.

DESCRIPTION OF SHEET	WKG. NO.	SHT. NO.
TITLE SHEET (1)		1
DETAILED INDEX & GENERAL NOTES (1)		
INDEX & GENERAL NOTES	GN-1	2
TYPICAL SECTION SHEETS (1)		
TYPICAL SECTIONS	TS-1	3
QUANTITY SHEETS (1)		
SUMMARY OF QUANTITIES	SQ-1	4
LAYOUT SHEETS (1)		
OVERALL SITE PLAN	OVERALL	5
DEMOLITION SHEETS (7)		
EXISTING CONDITIONS AND DEMOLITION PLAN 38TH AVENUE - STA. 0+00 TO STA. 6+00	DEMO-1	6
EXISTING CONDITIONS AND DEMOLITION PLAN 38TH AVENUE - STA. 6+00 TO STA. 12+00	DEMO-2	7
EXISTING CONDITIONS AND DEMOLITION PLAN 38TH AVENUE - STA. 12+00 TO STA. 18+00	DEMO-3	8
EXISTING CONDITIONS AND DEMOLITION PLAN 38TH AVENUE - STA. 18+00 TO STA. 24+00	DEMO-4	9
EXISTING CONDITIONS AND DEMOLITION PLAN 38TH AVENUE - STA. 24+00 TO STA. 30+00	DEMO-5	10
EXISTING CONDITIONS AND DEMOLITION PLAN 38TH AVENUE - STA. 30+00 TO STA. 36+00	DEMO-6	11
EXISTING CONDITIONS AND DEMOLITION PLAN 38TH AVENUE - STA. 36+00 TO LONGLEAF TRACE	DEMO-7	12
PLAN SHEETS (13)		
38TH AVENUE - STA. 0+00 TO STA. 6+00	PP-1	13
38TH AVENUE - STA. 6+00 TO STA. 12+00	PP-2	14
38TH AVENUE - STA. 12+00 TO STA. 18+00	PP-3	15
38TH AVENUE - STA. 18+00 TO STA. 24+00	PP-4	16
38TH AVENUE - STA. 24+00 TO STA. 30+00	PP-5	17
38TH AVENUE - STA. 30+00 TO STA. 36+00	PP-6	18
38TH AVENUE - STA. 36+00 TO LONGLEAF TRACE	PP-7	19
38TH AVENUE INTERSECTION DETAILS #1	ID-1	20
38TH AVENUE INTERSECTION DETAILS #2	ID-2	21
38TH AVENUE CURB RAMP DETAILS	RAMP-2	22
38TH AVENUE DRAINAGE DETAILS	DRAIN-1	23
SPECIAL DESIGN SHEETS (18)		
SITE DETAILS	DET-1	24
SITE DETAILS	DET-2	25
TRAFFIC SIGNAL GENERAL NOTES	TSD-1	26
TRAFFIC SIGNAL STANDARDS	TSD-2	27
TRAFFIC SIGNAL STANDARDS	TSD-3	28
TRAFFIC SIGNAL STANDARDS	TSD-4	29
TRAFFIC SIGNAL STANDARDS	TSD-5	30
TRAFFIC SIGNAL STANDARDS	TSD-6	31
TRAFFIC SIGNAL STANDARDS	TSD-7	32
TRAFFIC CONTROL PLAN	TCP-1	33
TRAFFIC CONTROL DETAILS	TCP-2	34
TYPICAL TEMPORARY EROSION/SEDIMENT CONTROL APPLICATIONS	ECD-1	35
DETAILS OF SEDIMENT BARRIER APPLICATIONS	ECD-2	36
DETAILS OF SILT FENCE INSTALLATION	ECD-3	37
CURB INLET DETAILS	SS-2	38
PIPE COLLAR DETAILS	PC-1	39
JUNCTION BOX DETAILS	JB-1	40
DRIVEWAYS, CURB & GUTTER & SIDEWALK	SD-1	41
TOTAL NUMBER OF SHEETS (41)		

NOTICE TO DRAWING HOLDER

NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS			DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8667-18-33
				FILENAME: General Notes.dwg
				SCALE: NOT TO SCALE
				SURVEYED BY: CLEARPOINT ENGINEERS
				DSGN: MWE DATE: 01/2019
				DRWN: WTA DATE: 01/2019
				CHKD: DATE:
				QA/QC: DATE:

38TH AVENUE PATHWAY

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

SEAL

JEFFREY PAUL CROOK
REGISTERED PROFESSIONAL ENGINEER
STATE OF MISSISSIPPI
12834
1/28/2019

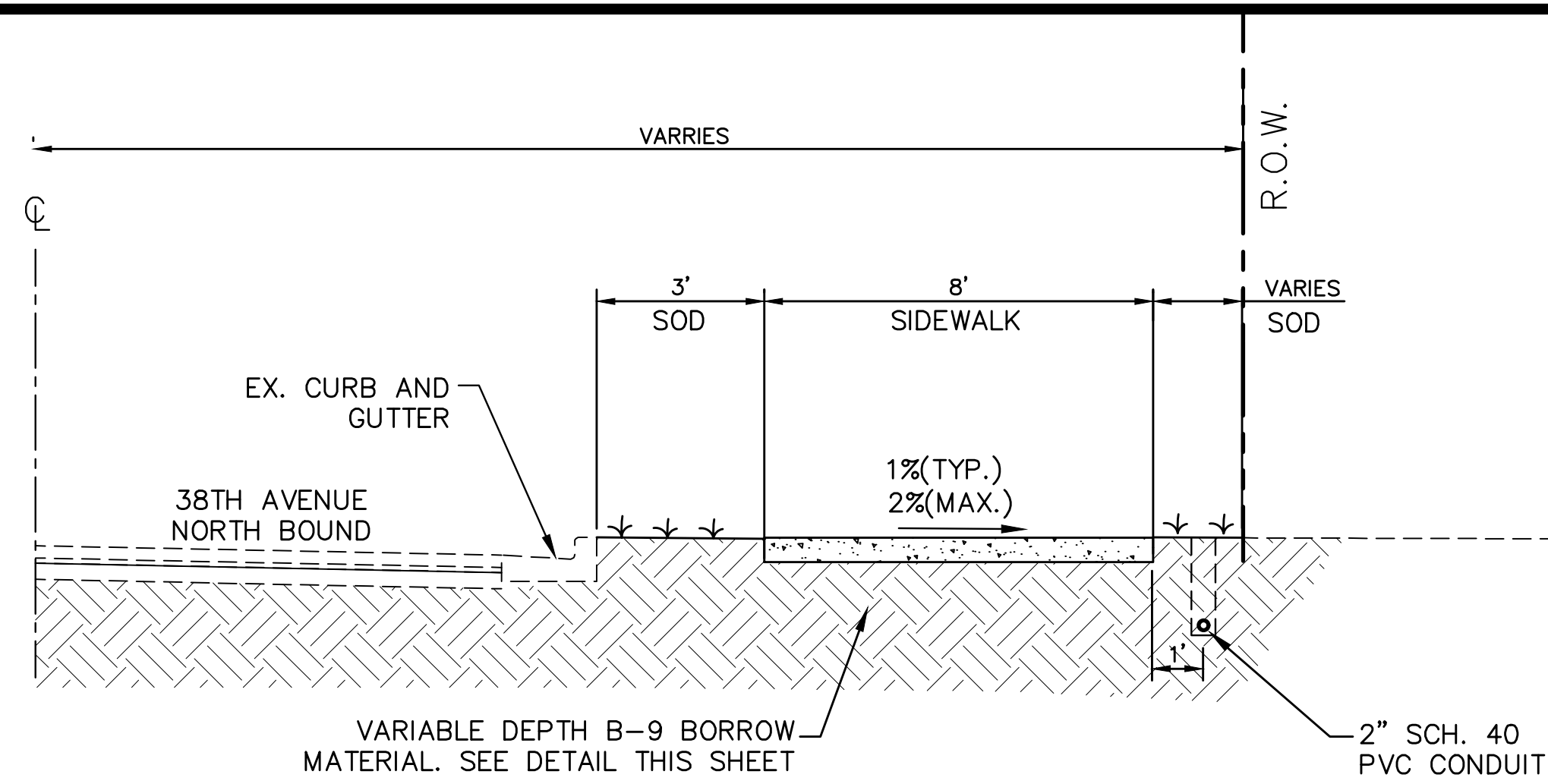
NEEL-SCHAFFER

Solutions you can build upon

INDEX & GENERAL NOTES

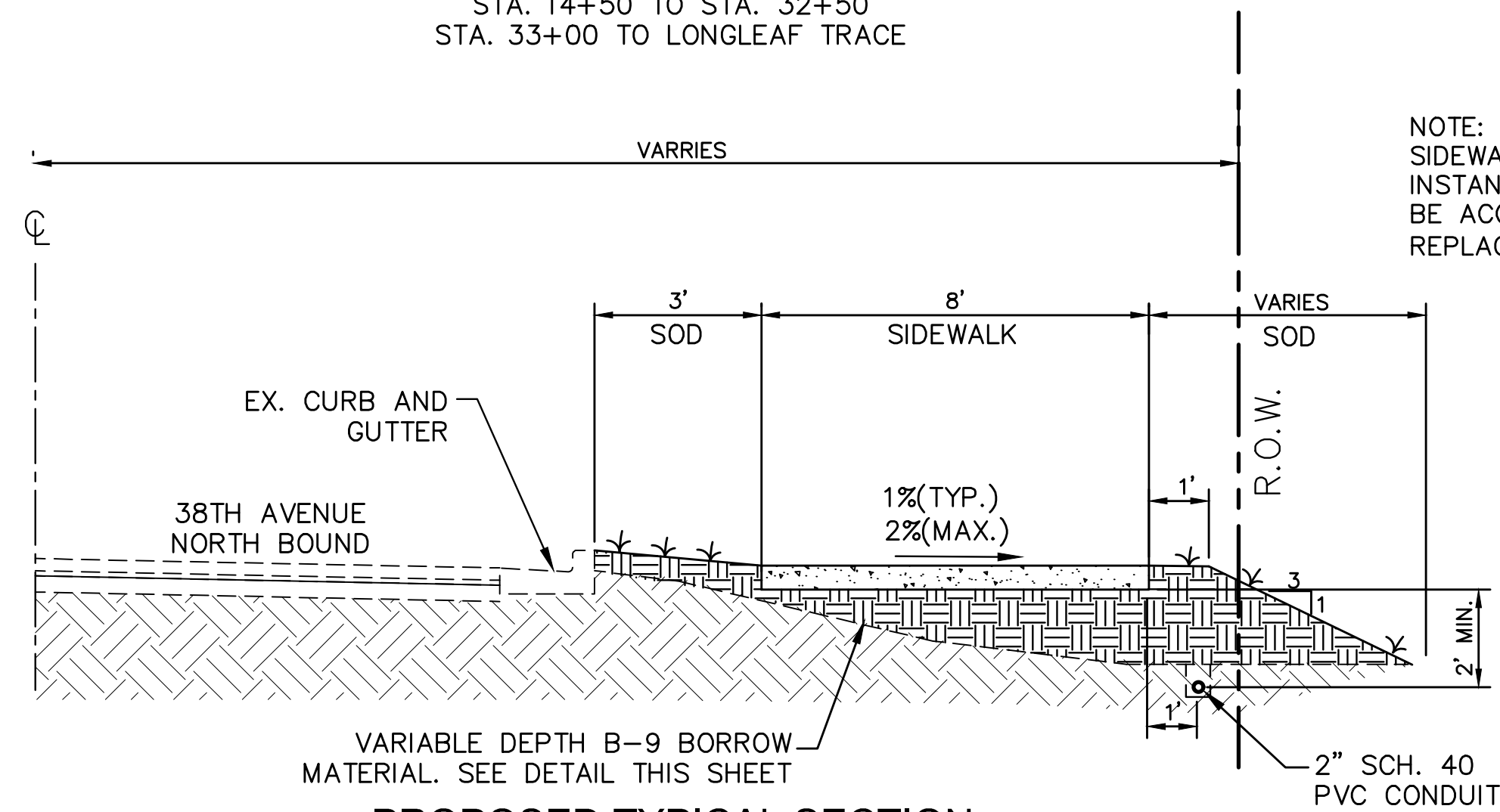
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GN-1

DRAWING NUMBER:
2



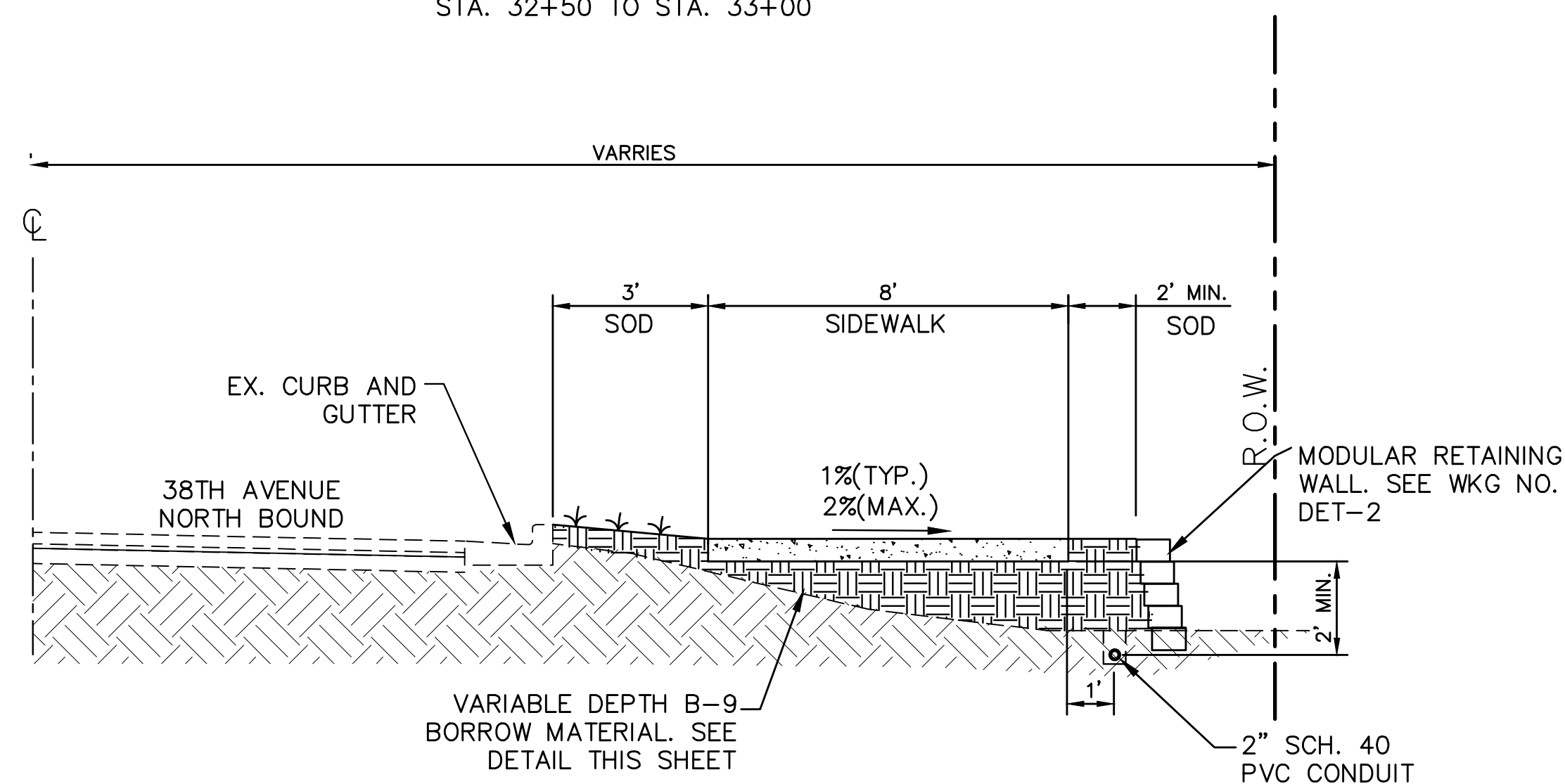
PROPOSED TYPICAL SECTION

NOT TO SCALE
STA. 11+31 TO STA. 11+34
STA. 12+59 TO STA. 13+50
STA. 14+50 TO STA. 32+50
STA. 33+00 TO LONGLEAF TRACE



PROPOSED TYPICAL SECTION

NOT TO SCALE
STA. 13+50 TO STA. 14+50
STA. 32+50 TO STA. 33+00

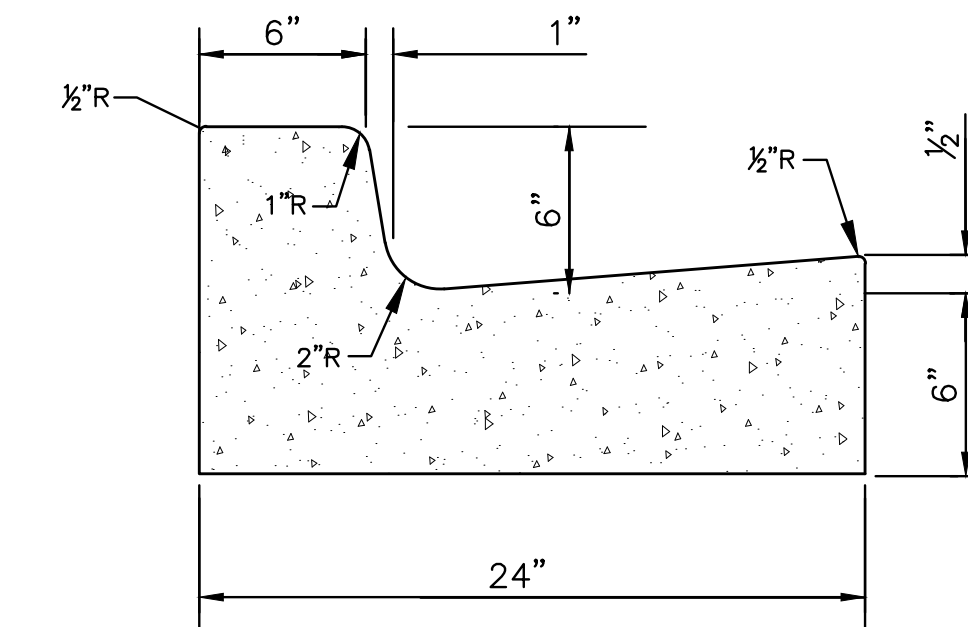


PROPOSED TYPICAL SECTION

NOT TO SCALE
STA. 11+34 TO STA. 12+59

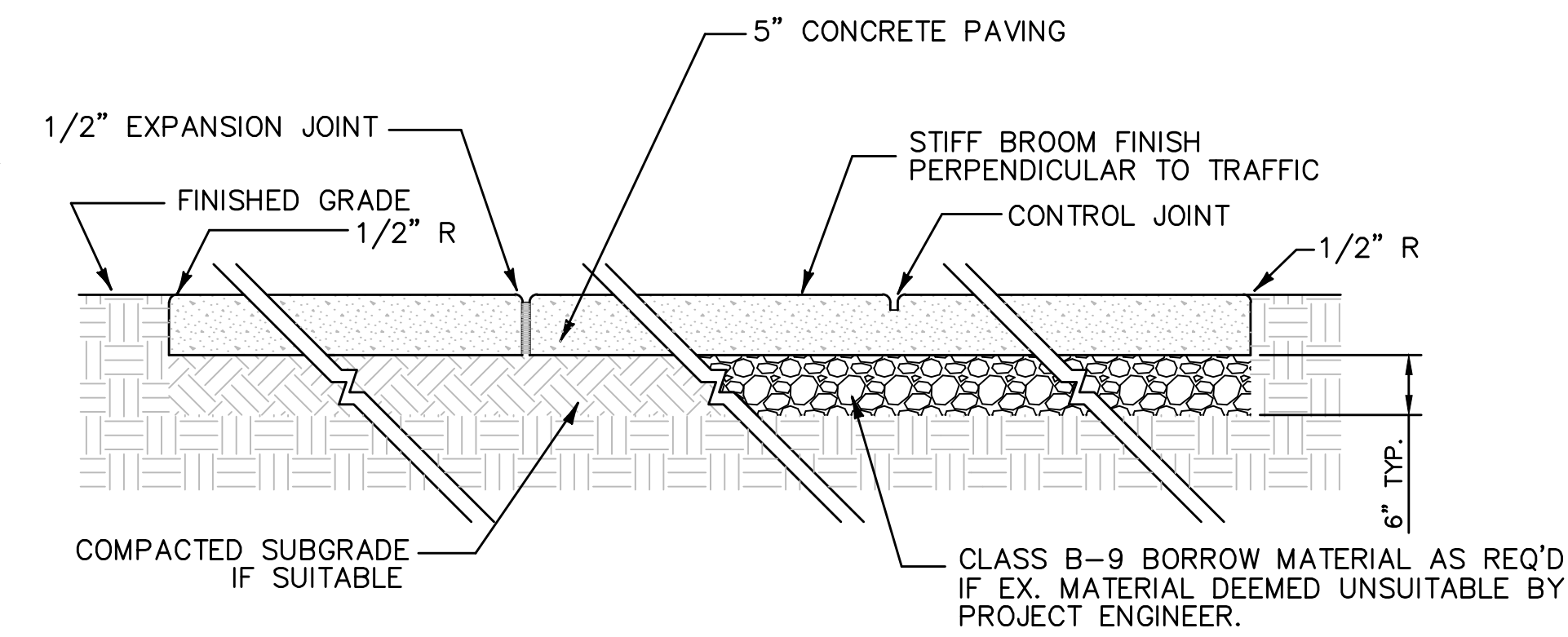
NOTE:
SIDEWALK MUST MEET ADA REQUIREMENTS IN ALL INSTANCES. CROSS SLOPES EXCEEDING 2% WILL NOT BE ACCEPTED AND WILL BE REQUIRED TO BE REPLACED AT THE CONTRACTOR'S EXPENSE.

CURB AND GUTTER JOINT SPACING	
CONTROL JOINT	EXPANSION JOINT
10	40



TYPE 1 MODIFIED CURB AND GUTTER

NOT TO SCALE

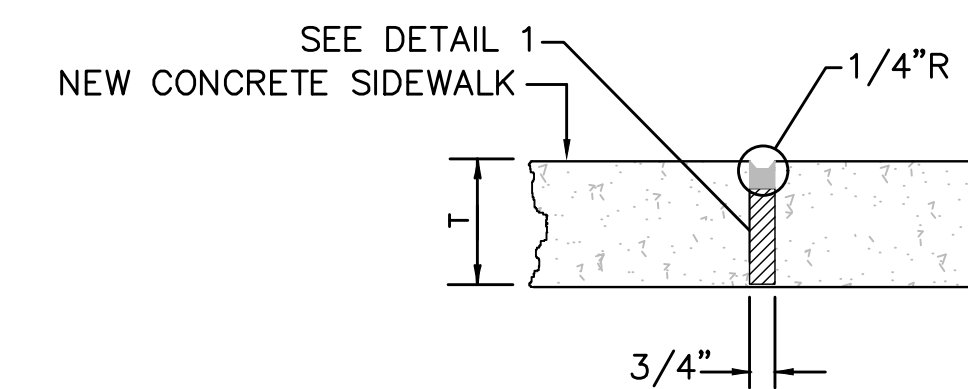


- NOTES:
- 1/2" EXPANSION JOINT CONFORMING TO ASTM D1751. TOP OF JOINT SHALL BE SEALED w/ 1/2" TAR MODIFIED URETHANE SEALANT. PLACE EXPANSION JOINT AS SHOWN IN THE TABLE ABOVE.
 - HAND TOOLED CONTROL JOINTS w/ 1/2" RADIUS AS SHOWN ABOVE
 - ALL SUBGRADE SOILS FOR SIDEWALK SHALL BE COMPACTED TO 95% STANDARD PROCTOR MAXIMUM DRY DENSITY.

SIDEWALK WIDTH	JOINT SPACING	
	CONTROL JOINT	EXPANSION JOINT
8	8	40

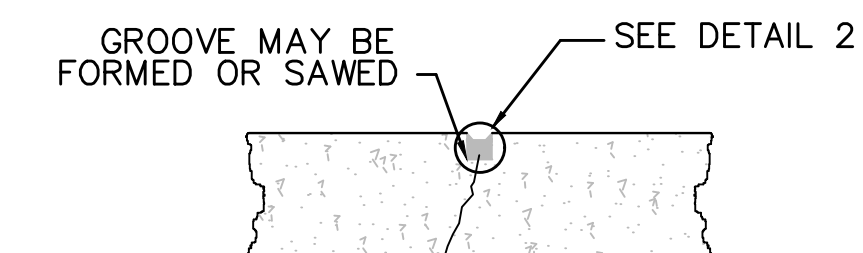
TYPICAL SIDEWALK DETAIL

NOT TO SCALE



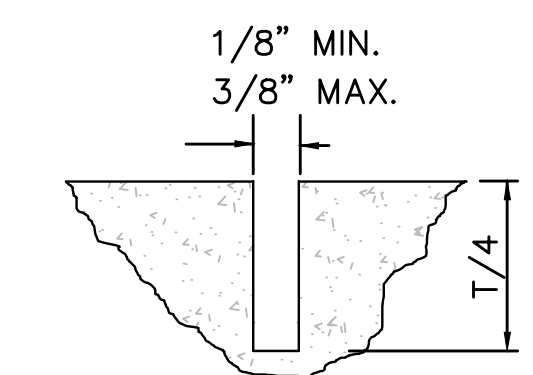
TYPE "B" - EXPANSION JOINT

NOT TO SCALE



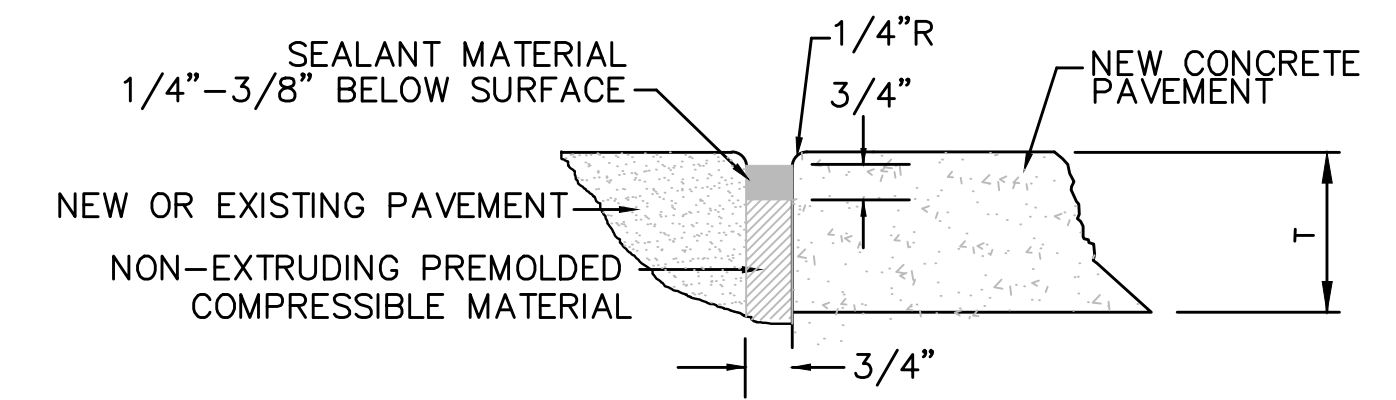
TYPE "A" - CONTROL JOINT

NOT TO SCALE



DETAIL 2 - CONTROL JOINT

NOT TO SCALE



DETAIL 1 - EXPANSION JOINTS

NOT TO SCALE

NOTICE TO DRAWING HOLDER

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REVISIONS			DRAWING INFORMATION
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			DSGN: MWE DATE: 01/2019
			DRWN: WTA DATE: 01/2019
			CHKD: DATE:
			QA/QC: DATE:

38TH AVENUE PATHWAY

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



TYPICAL SECTIONS

WORKING NUMBER:
TS-1

DRAWING NUMBER:
3

SUMMARY OF QUANTITIES

FOOT NOTE	PAY ITEM #	PAY ITEM DESCRIPTION	UNIT	EST. QTY	FINAL QTY
1	202-A	REMOVAL OF OBSTRUCTIONS	LUMP SUM	1	
2	202-B	REMOVAL OF CONCRETE SIDEWALK	SQ. YD.	325	
2	202-B	REMOVAL OF PAVEMENT, ALL TYPES AND DEPTHS	SQ. YD.	850	
2	202-B	REMOVAL OF CURB & GUTTER, ALL TYPES	LIN. FT.	400	
	203-A	UNCLASSIFIED EXCAVATION, FM, AH	CU. YD.	200	
	203-G	EXCESS EXCAVATION, FM, AH	CU. YD.	100	
	203-EX	BORROW EXCAVATION, AH, FME, CLASS B9	CU. YD.	600	
3	211-A	TOPSOIL FROM RIGHT OF WAY	SQ. YD.	3500	
4	211-B	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	CU. YD.	50	
5	216-B	SOLID SODDING, CENTIPEDE	SQ. YD.	2400	
	219-A	WATERING	KGAL	380	
	220-A	INSECT PEST CONTROL	ACRE	1	
	234-A	TEMPORARY SILT FENCE	LIN. FT.	1000	
	237-A	WATTLES, 20"	LIN. FT.	200	
	246-A	SANDBAGS	EACH	100	
	601-B	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES	CU. YD.	15	
	602-A	REINFORCING STEEL	LBS.	1500	
6	603-CE	15" CORRUGATED POLYETHYLENE PIPE	LIN. FT.	100	
	603-CA	15" REINFORCED CONCRETE PIPE CLASS 3	LIN. FT.	16	
	603-CB	15" FLARED END SECTION	EACH	1	
7	907-603-PP	18" CORRUGATED POLYETHYLENE INLINE INLET, PER PLANS	EACH	7	
	608-A	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	SQ. YD.	3000	
8 , 10	907-616-A	COLORLED CONCRETE WITH SCORING	SQ. YD.	60	
9	907-616-B	STAMPED AND COLORED CONCRETE (BRICK PATTERN)	SQ. FT.	2050	
8	907-616-C	STAMPED CONCRETE, BRICK PATTERN WITH TRUNCATED DOMES	EACH	27	
	609-B	CONCRETE CURB HEADER	LIN. FT.	200	
	609-D	TYPE 1 MODIFIED CURB AND GUTTER	LIN. FT.	130	
	907-609-PP	6" CONCRETE BAND, PER PLANS	LIN. FT.	515	
	613-D	MODIFY EXISTING INLET, PER PLANS	EACH	3	
11	613-D	ADJUSTMENT OF WATER METER	EACH	13	
	614-B	CONCRETE DRIVEWAY, WITH REINFORCEMENT, 6" THICKNESS	SY	750	
	815-B	GROUTED RIPRAP, #100	SQ. YD.	50	
	815-E	GEOTEXTILE FOR SUBSURFACE DRAINAGE, TYPE 5, NON-WOVEN	SQ. YD.	50	
	618-A	MAINTENANCE OF TRAFFIC	LUMP SUM	1	
	620-A	MOBILIZATION	LUMP SUM	1	
	626-H	THERMOPLASTIC LEGEND, WHITE (6" EQUIV.)	LIN. FT.	3050	
	632-C	TRAFFIC SIGNAL CABINET MODIFICATIONS	EACH	1	
	634-A	TYPE VI PEDESTRIAN SIGNAL POLE WITH FOUNDATION	EACH	1	
	635-A	TYPE 6 SIGNAL WITH PUSH BUTTON AND SIGN	EACH	1	
	636-D	2-IMSA-20-1, AWG14, 5 CONDUCTOR	LIN. FT.	200	
12	637-D	2" SCHEDULE 40 CONDUIT WITH PULL STRING, JACK OR BORED	LIN. FT.	330	
12	637-C	2" SCHEDULE 40 CONDUIT WITH PULL STRING	LIN. FT.	3570	
	637-A	TRAFFIC SIGNAL PULL BOX TYPE 1	EACH	1	
	637-A	TRAFFIC SIGNAL PULL BOX TYPE 3	EACH	1	
	637-D	JACK OR BORE 2" ROLL PIPE	LIN. FT.	365	
	682-D	ELECTRICAL PULL BOX	EACH	23	
13	686-A	RELOCATION OF UPLIGHT AND CONDUCTORS	EACH	3	
14	809-A	RETAINING WALL	SQ. FT.	380	
15	907-613-PP	RELOCATION OF SEWER CLEANOUT, PER PLANS	EACH	1	

FOOTNOTES

1	TO INCLUDE BUT NOT LIMITED TO: CONCRETE DEBRIS, LANDSCAPING BEDS AND SHRUBS, DEBRIS, AND ITEMS IDENTIFIED IN THE PLANS THAT ARE IN CONFLICT WITH CONSTRUCTION THAT IS NOT COVERED UNDER A SEPARATE PAY ITEM.
2	INCLUDES THE COST OF FULL DEPTH SAW CUT.
3	STOCKPILED TOPSOIL FROM RIGHT OF WAY SHALL BE USED PRIOR TO USING CONTRACTOR FURNISHED TOPSOIL.
4	TO BE USED ONCE SPOCKILLED TOPSOIL HAS BEEN DEPLETED.
5	INCLUDES THE COST OF GROUND PREPERATION.
6	ALL PIPE SHALL BE PERFORATED AND WRAPPED IN A SOCK. COST INCLUDES PIPE, PERFORATION, FILTER SOCK, STRUCTURE EXCAVATION, AND SELECT BEDDING AND BACKFILL.
7	INCLUDES ALL LABOR AND MATERIALS TO INSTALL 18" CATCH BASIN TO INCLUDE BUT NOT LIMITED TO ALL FITTINGS, GRATE, RISERS, STRUCTURE EXCAVATION, BEDDING AND BACKFILL.
8	COLOR SHALL BE RED PAVER AND SHALL MATCH THE BRICK PAVERS AT THE UNIVERSITY OF SOUTHERN MISSISSIPPI
9	COLOR CHARTS SHALL BE PROVIDED TO THE OWER TO SELECT COLOR.
10	INCLUDES THE COST OF REINFORCEMENT, COLORING, AND SCORING.
11	INCLUDES ALL LABOR, MATERIALS, AND COORDINATION TO ADJUST WATER METERS AS DIRECTED BY THE ENGINEER. PLASTIC METER BOXES ARE TO BE REPLACE BY CAST IRON BOXES TO BE PURCHASED FROM THE CITY OF HATTIESBURG.
12	TO BE INSTALLED FOR FUTURE LIGHING AND SHALL REQUIRE A PULL STRING (COST ABSORBED).
13	INCLUDES ALL WORK TO RELOCATE EXISTING BUILDING UPLIGHT AND CONDUCTORS OFF CITY RIGHT OF WAY. CONTRACTOR SHALL COORDINATE WITH THE PROPERTY OWNER ON POWER SERVICE AND DISIRED NEW LIGHT LOCATION. LIGHTS ARE TO BE OPERATIONAL ONCE RELOCATION IS COMPLETE.
14	INCLUDES BUT NOT LIMITED TO STRUCTURE EXCAVATION, BACKFILL, BEDDING, WALL BLOCKS, CAP BLOCKS, DRAINAGE PIPE, FABRIC, AND ANY LABOR OR MATERIALS USED TO CONSTRUCT THE RETAINING WALL AS SHOWN IN THE PLANS.

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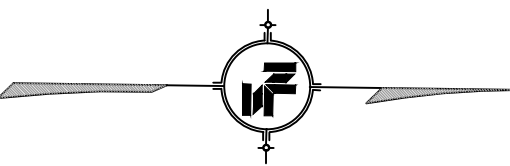
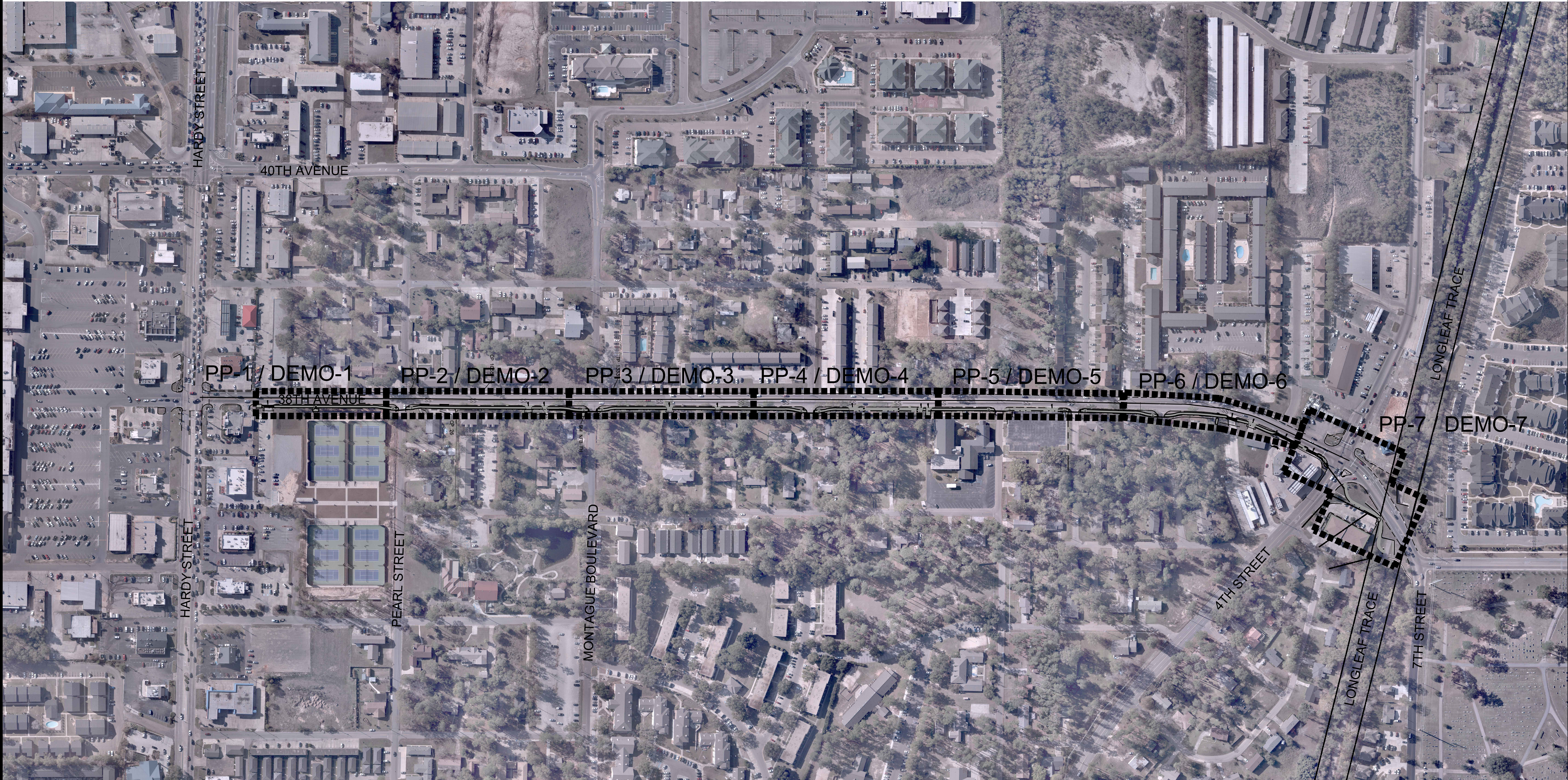
38TH AVENUE PATHWAY

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



SUMMARY OF QUANTITIES

WORKING NUMBER: SQ-1	DRAWING NUMBER: 4
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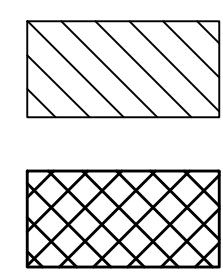
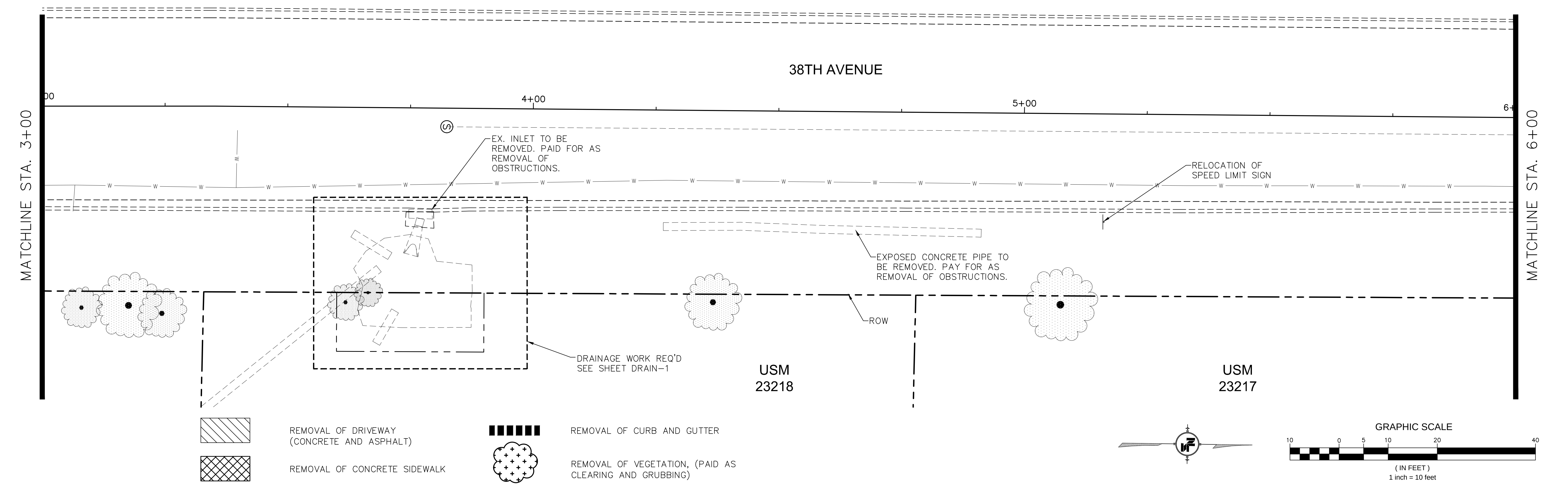
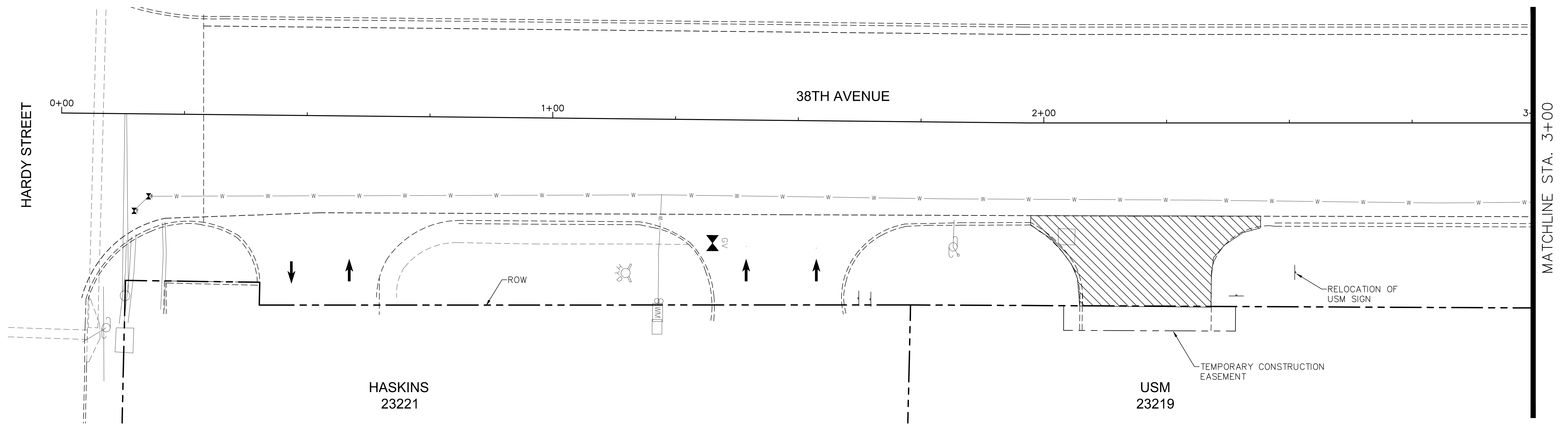
38TH AVENUE PATHWAY

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



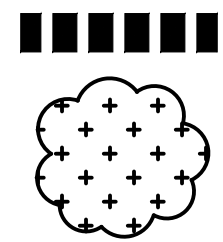
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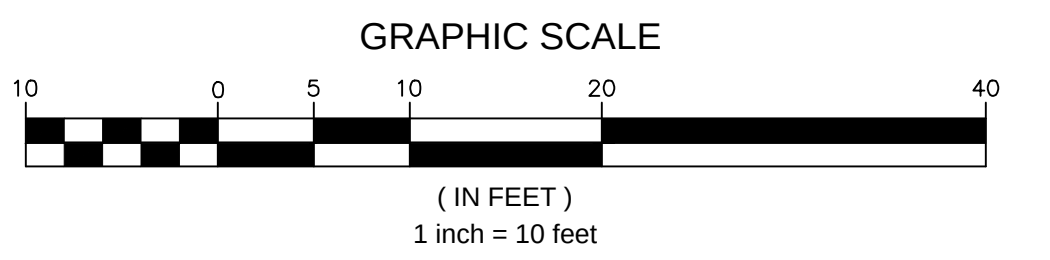
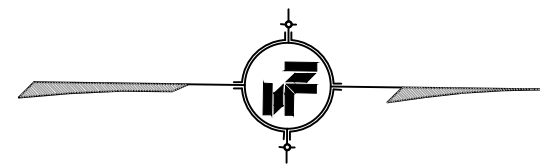
REMOVAL OF DRIVEWAY
(CONCRETE AND ASPHALT)

REMOVAL OF CONCRETE SIDEWALK



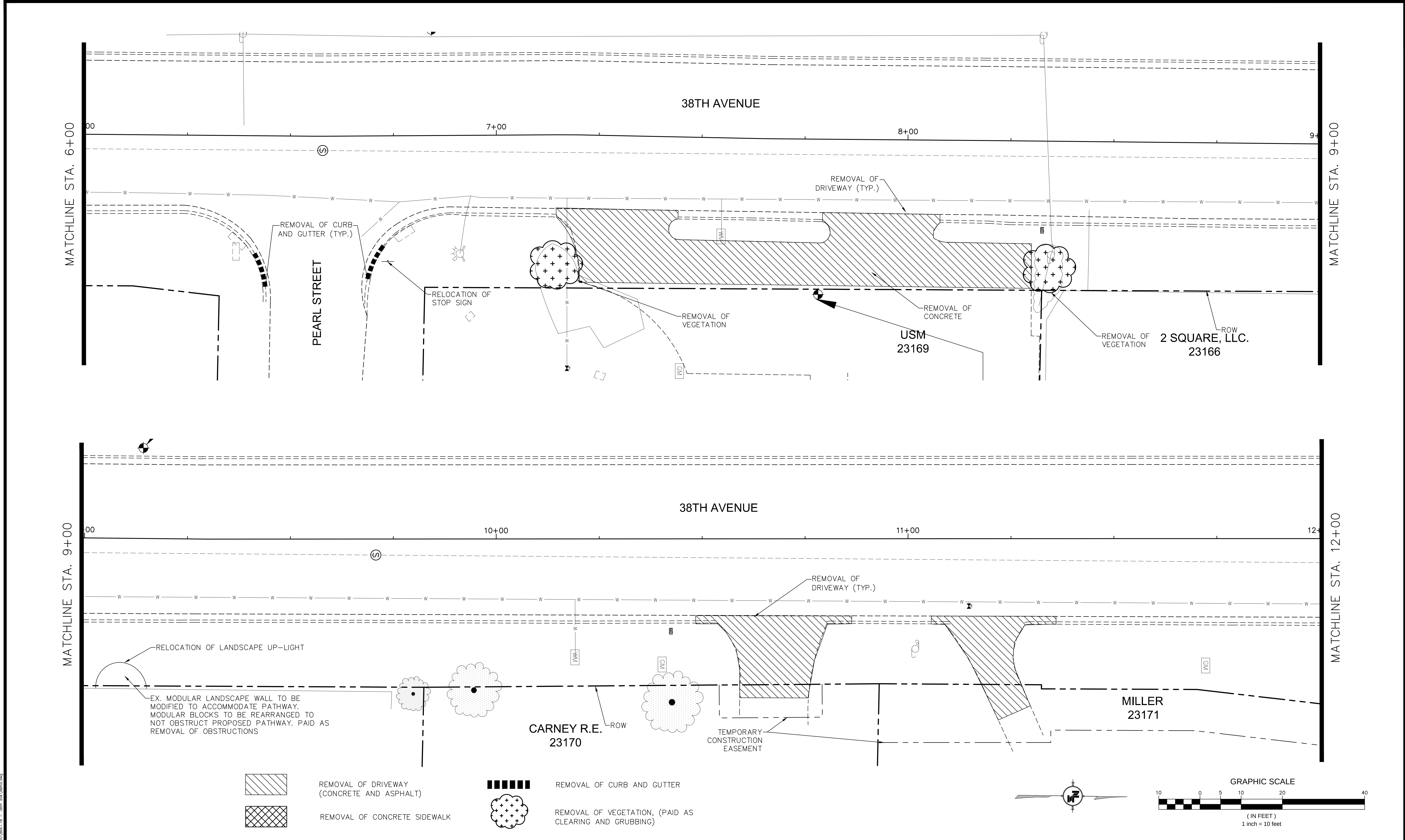
REMOVAL OF CURB AND GUTTER

REMOVAL OF VEGETATION, (PAID AS
CLEARING AND GRUBBING)



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					CHKD:	DATE:			
					QA/QC:	DATE:			



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REVISIONS

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DATE: 01/2019

DRWN: WTA

DATE: 01/2019

CHKD:

DATE:

QA/QC:

DATE:

38TH AVENUE PATHWAY

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

NEEL-SCHAFER

Solutions you can build upon

EXISTING CONDITIONS & DEMOLITION PLAN 38TH AVENUE
STA 6+00 TO STA 12+00

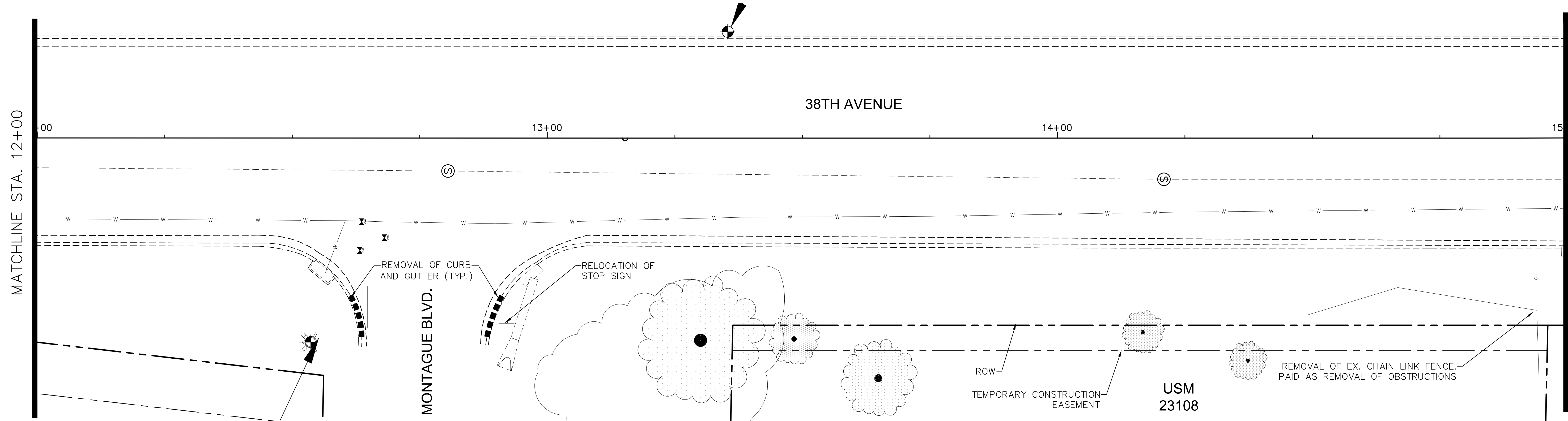
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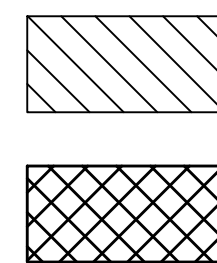
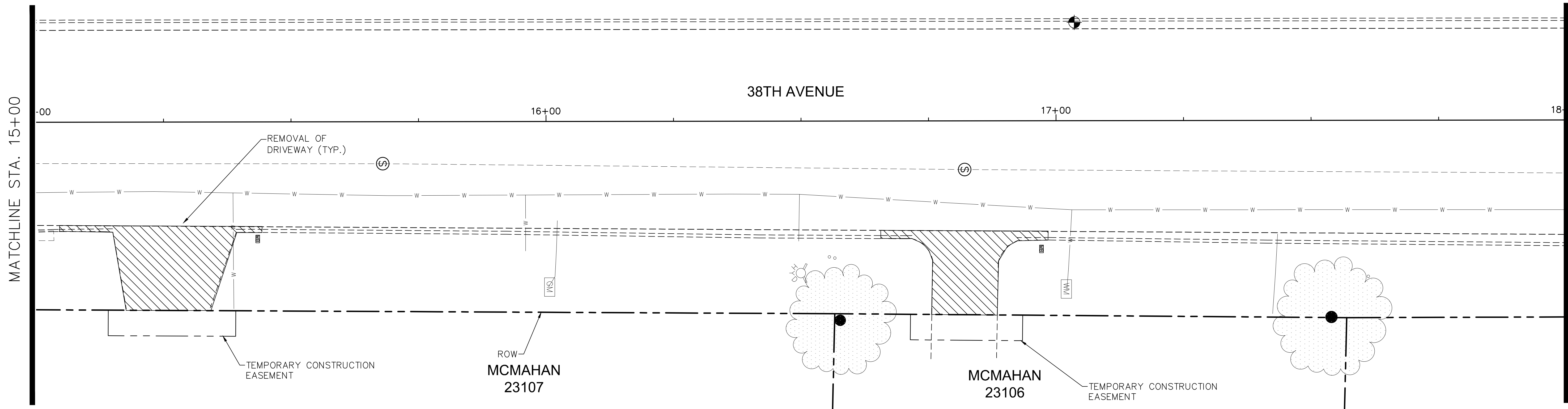
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MATCHLINE STA. 15+00



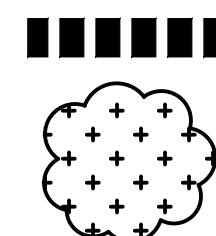
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MATCHLINE STA. 18+00



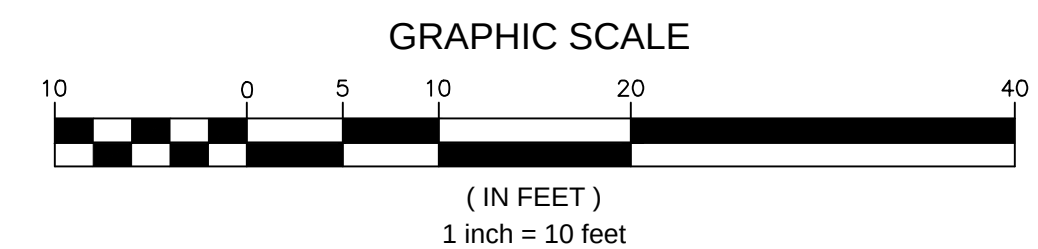
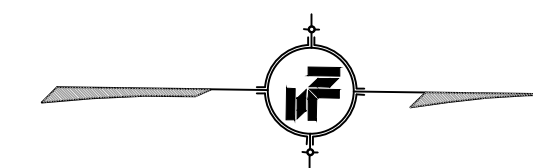
REMOVAL OF DRIVEWAY
(CONCRETE AND ASPHALT)

REMOVAL OF CONCRETE SIDEWALK



REMOVAL OF CURB AND GUTTER

REMOVAL OF VEGETATION, (PAID AS
CLEARING AND GRUBBING)



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38TH AVENUE PATHWAY

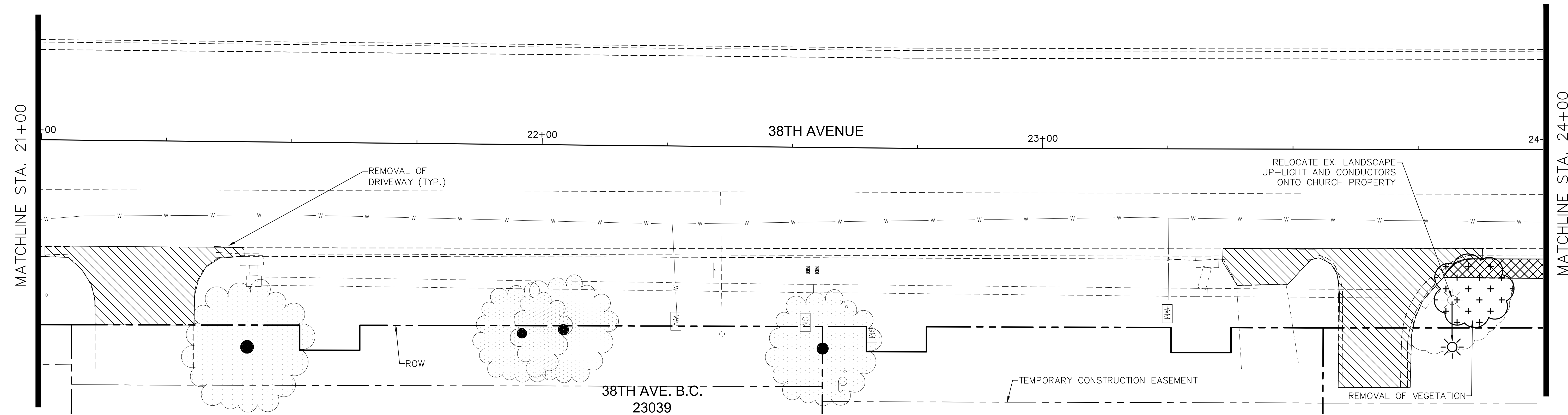
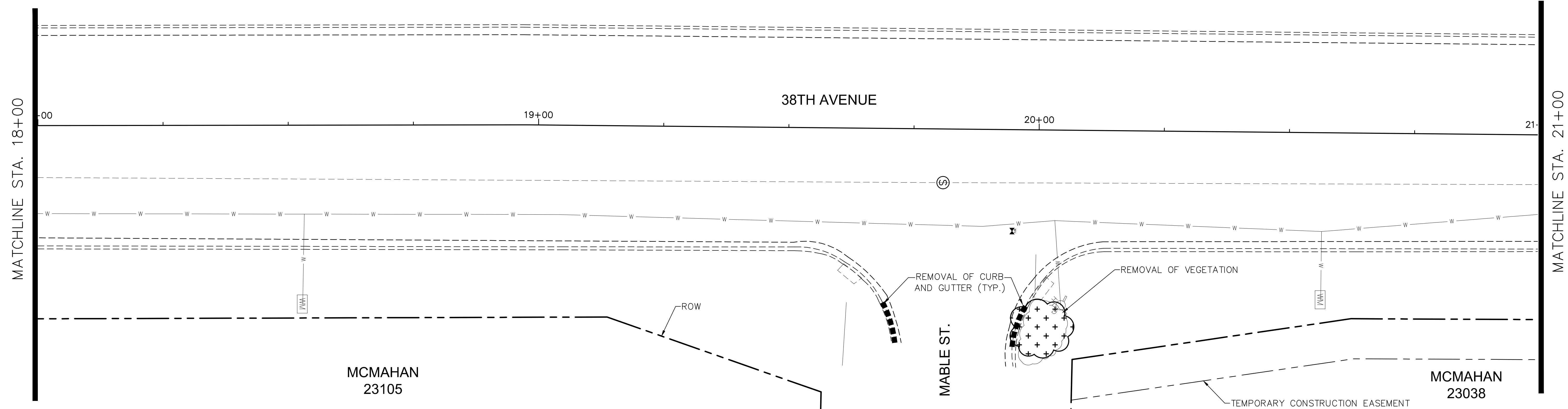
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



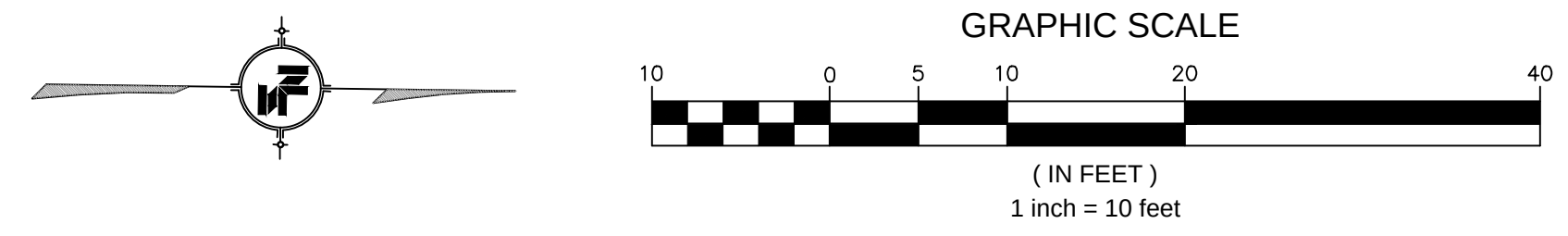
EXISTING CONDITIONS &
DEMOLITION PLAN 38TH AVENUE
STA 12+00 TO STA 18+00

WORKING NUMBER:
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DRAWING NUMBER:
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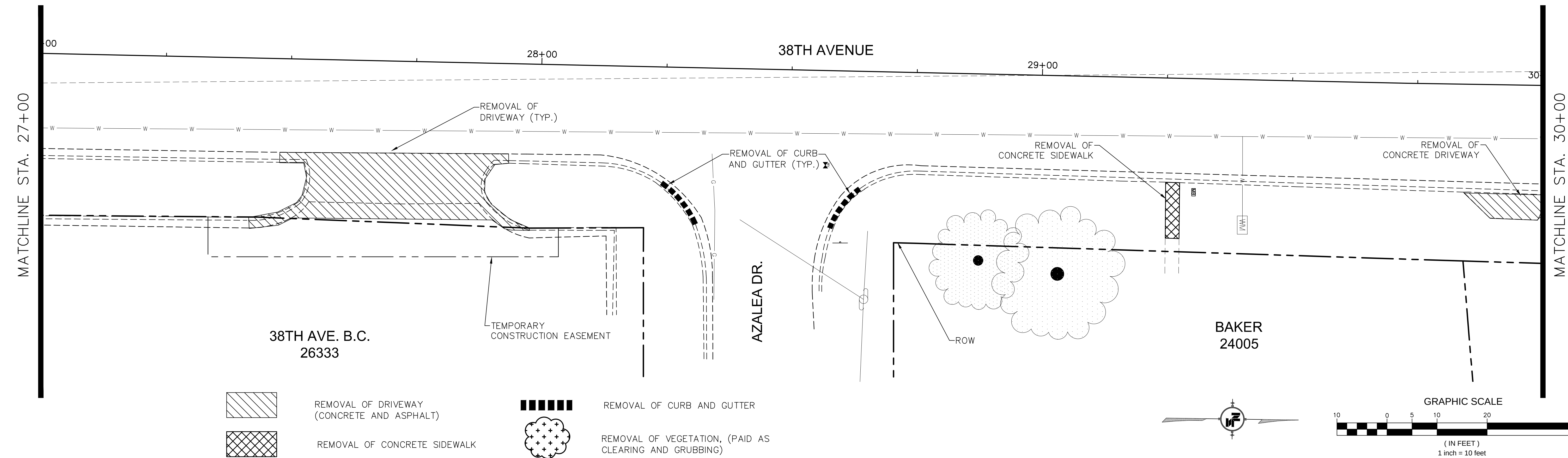
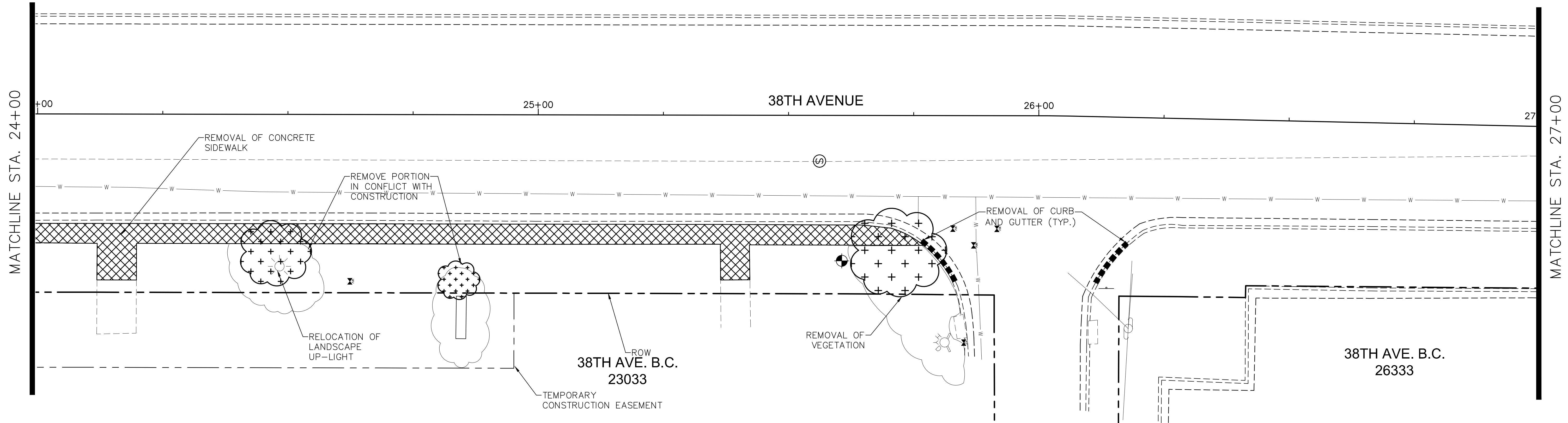


- REMOVAL OF DRIVEWAY
(CONCRETE AND ASPHALT)
- REMOVAL OF CURB AND GUTTER
- REMOVAL OF CONCRETE SIDEWALK
- REMOVAL OF VEGETATION, (PAID AS
CLEARING AND GRUBBING)



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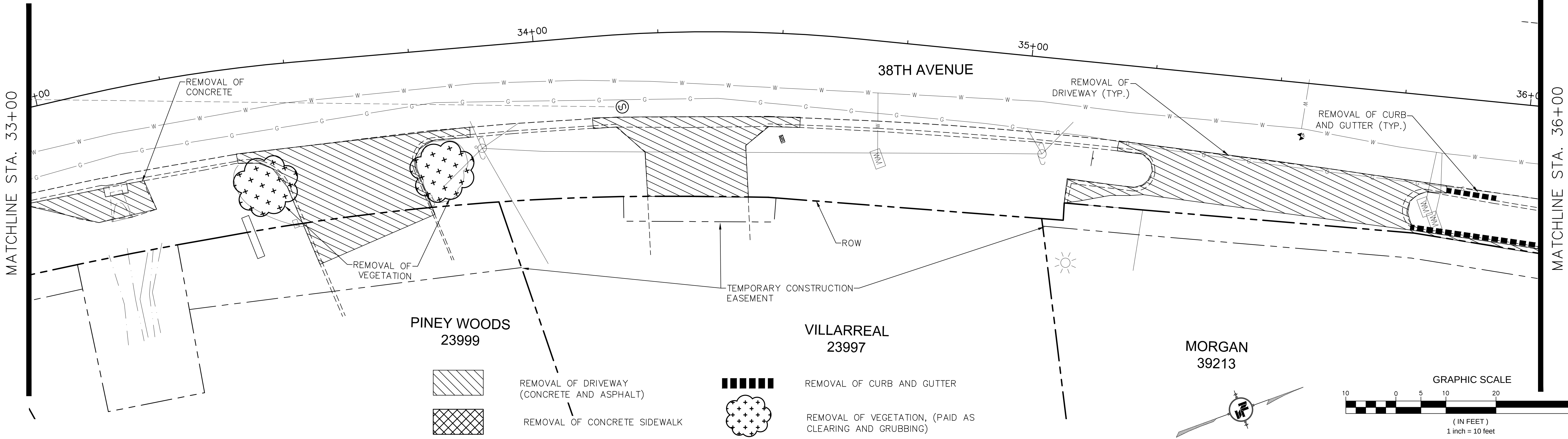
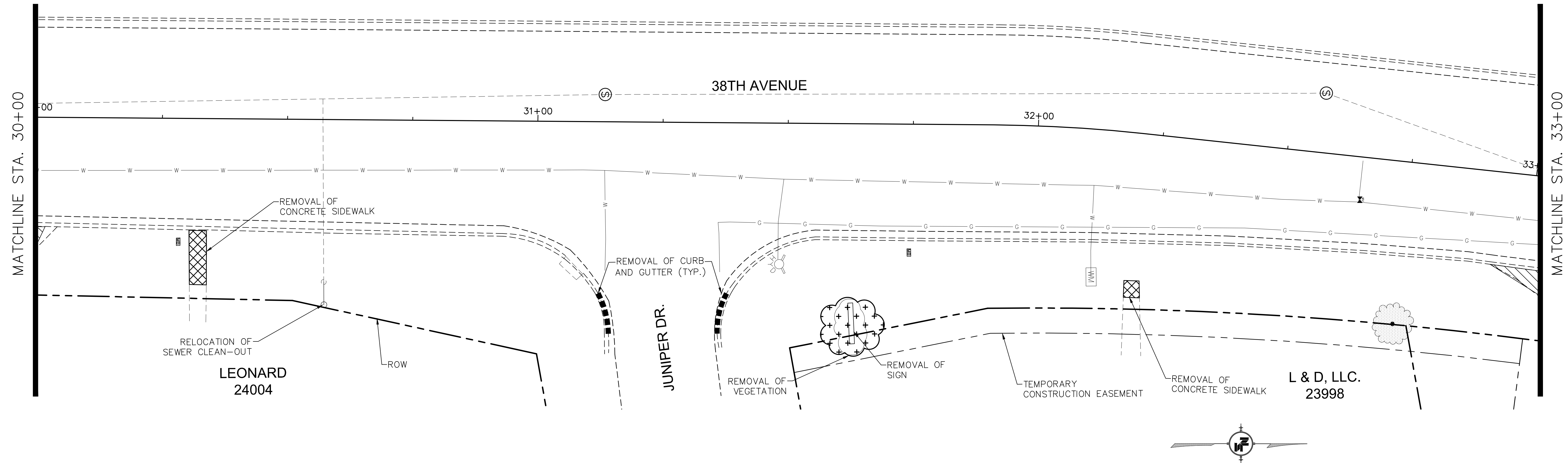
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38TH AVENUE PATHWAY

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



EXISTING CONDITIONS & DEMOLITION PLAN 38TH AVENUE STA 24+00 TO STA 30+00	
WORKING NUMBER: DEMO-5	DRAWING NUMBER: 10



1/14/2019 10:17 AM C:\Users\jg\projects\866718 - 38th_ave\demo.dwg

NOTICE TO DRAWING HOLDER
NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

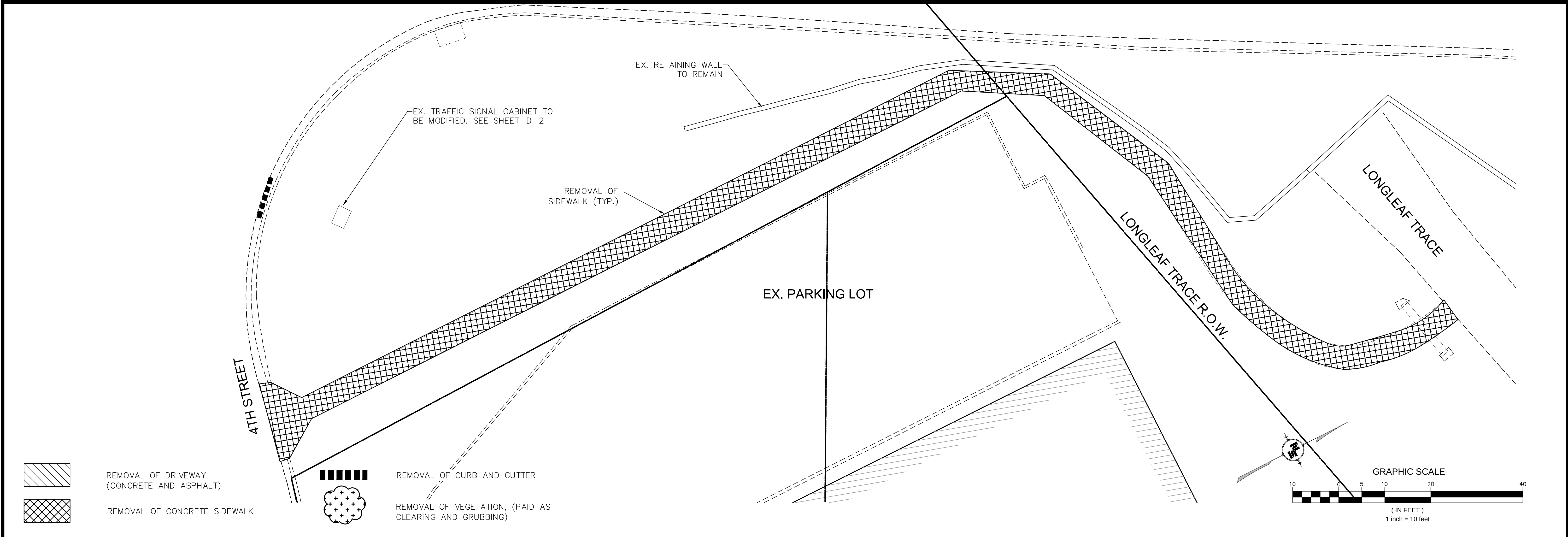
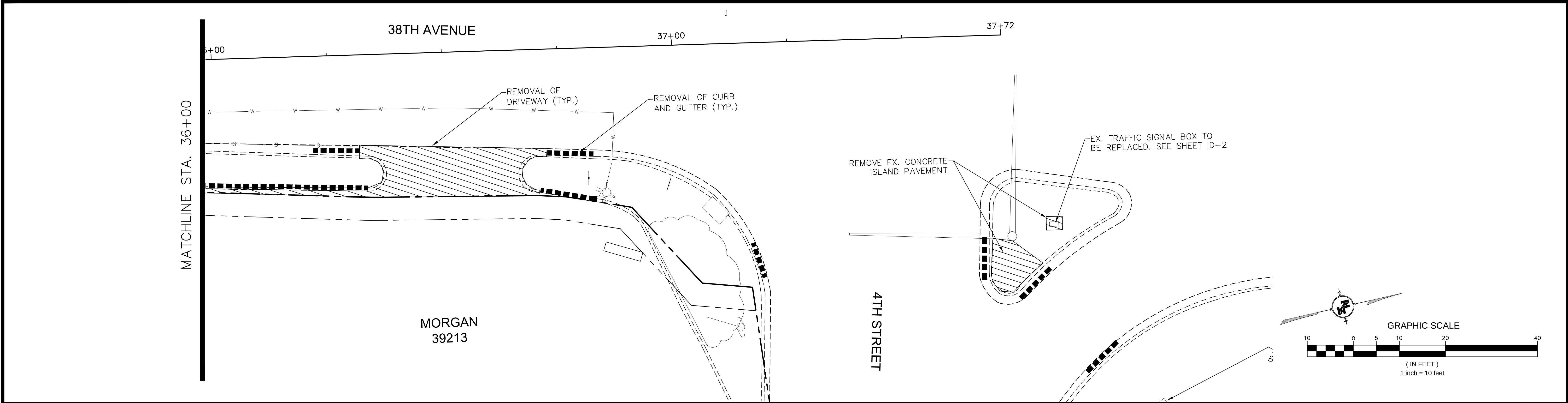
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				SURVEYED BY: CLEARPOINT ENGINEERS	
				DSGN: MWE	DATE: 01/2019
				DRWN: WTA	DATE: 01/2019
				CHKD:	DATE:
				QA/QC:	DATE:

38TH AVENUE PATHWAY

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

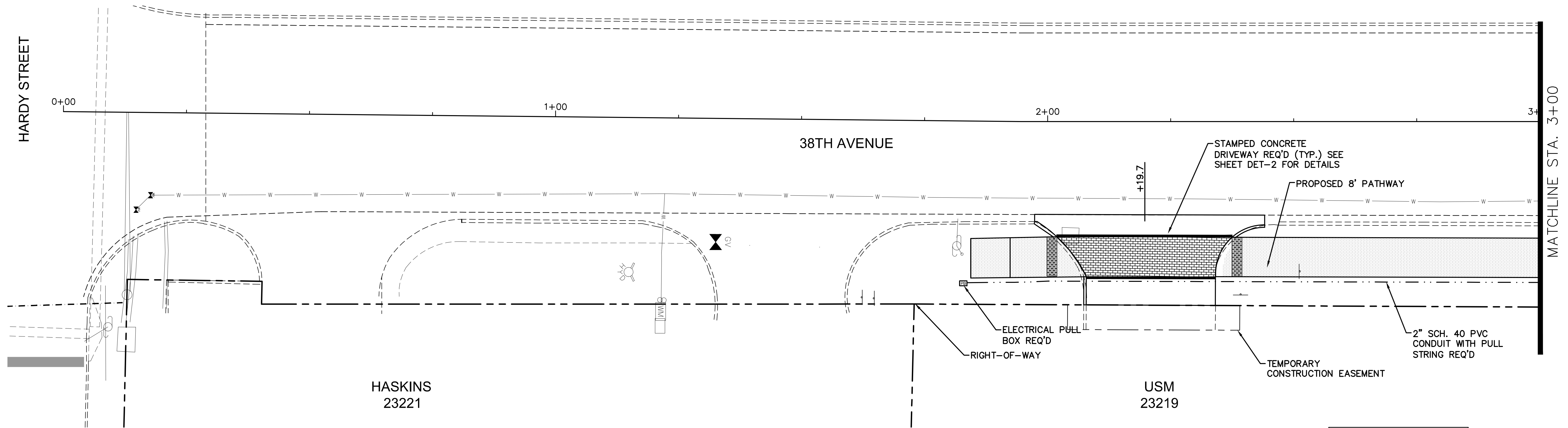


EXISTING CONDITIONS & DEMOLITION PLAN 38TH AVENUE STA 30+00 TO STA 36+00	
WORKING NUMBER: DEMO-6	DRAWING NUMBER: 11

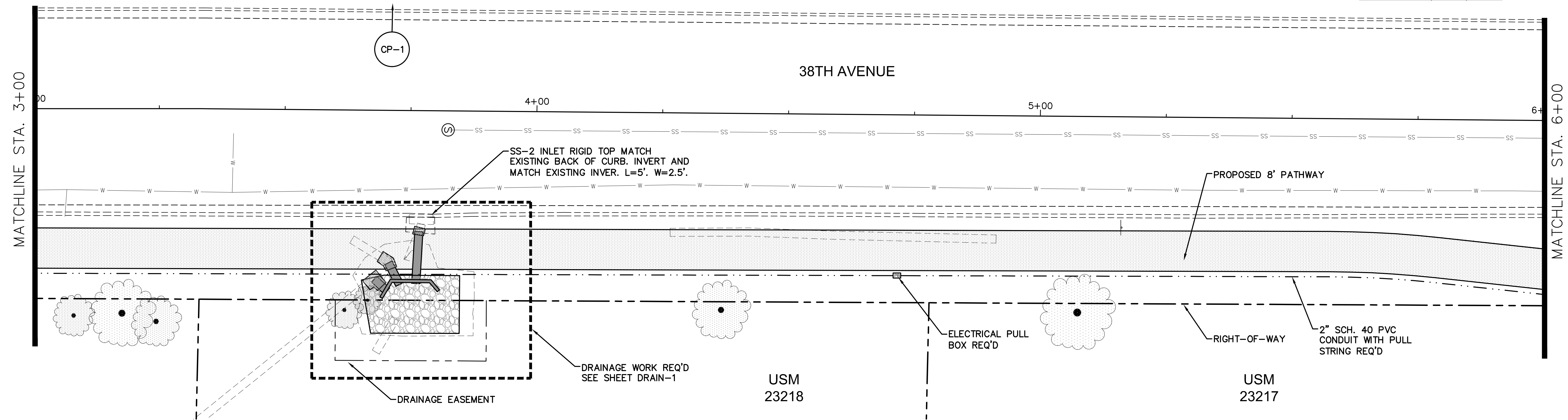


NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS			DRAWING INFORMATION		38TH AVENUE PATHWAY CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY	 NEEL-SCHAFFER <i>Solutions you can build upon</i>	EXISTING CONDITIONS & DEMOLITION PLAN 38TH AVENUE STA 36+00 TO LONGLEAF TRACE		
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8667-18-33			WORKING NUMBER: DEMO-7	DRAWING NUMBER: 12	
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					DRWN: WTA			DATE: 01/2019		
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					QA/QC:			DATE:		

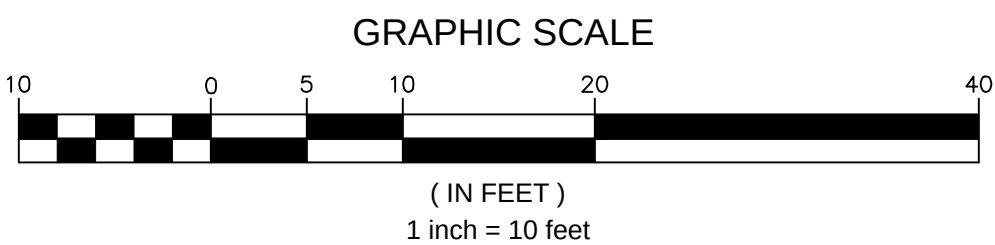
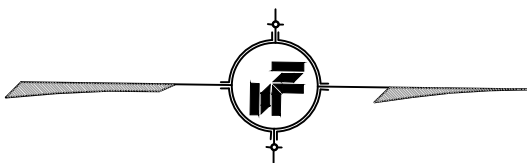
1/14/2019 10:25 AM C:\Users\jg\OneDrive\Documents\866718 - 38th_ave.dwg



NAME	: CP-1
ELEV	: 222.928'
NORTHING	: 664486.4480
EASTING	: 824287.956
DESC	: NAIL (TP 1052)



- NOTES:
- SEE SHEET ID-2 FOR DETAILS FOR SIDEWALK RAMPS AND DETECTABLE WARNINGS.
 - ALL WATER VALVES/METERS TO BE ADJUSTED TO FINISHED GRADE. WATER VALVES/METERS ADJUSTED TO MORE THAN $\frac{3}{4}$ " OF FINISHED GRADE WILL NOT BE ACCEPTED AND WILL BE REPAIRED AT THE CONTRACTORS OWN EXPENSE.



1/16/2019 11:30 AM C:\Users\jg\OneDrive\Projects\866718 - 38th_ave\Layout.dwg

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NO.

DATE

BY

DESCRIPTION

DRAWING INFORMATION

N-S PROJECT NO.: 8667-18-33

FILENAME: Layout.dwg

SCALE: 1" = 10'

SURVEYED BY: CLEARPOINT ENGINEERS

DSGN: MWE

DATE: 01/2019

DRWN: WTA

DATE: 01/2019

CHKD:

DATE:

QA/QC:

DATE:

38TH AVENUE PATHWAY

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

NEEL-SCHAFER

Solutions you can build upon

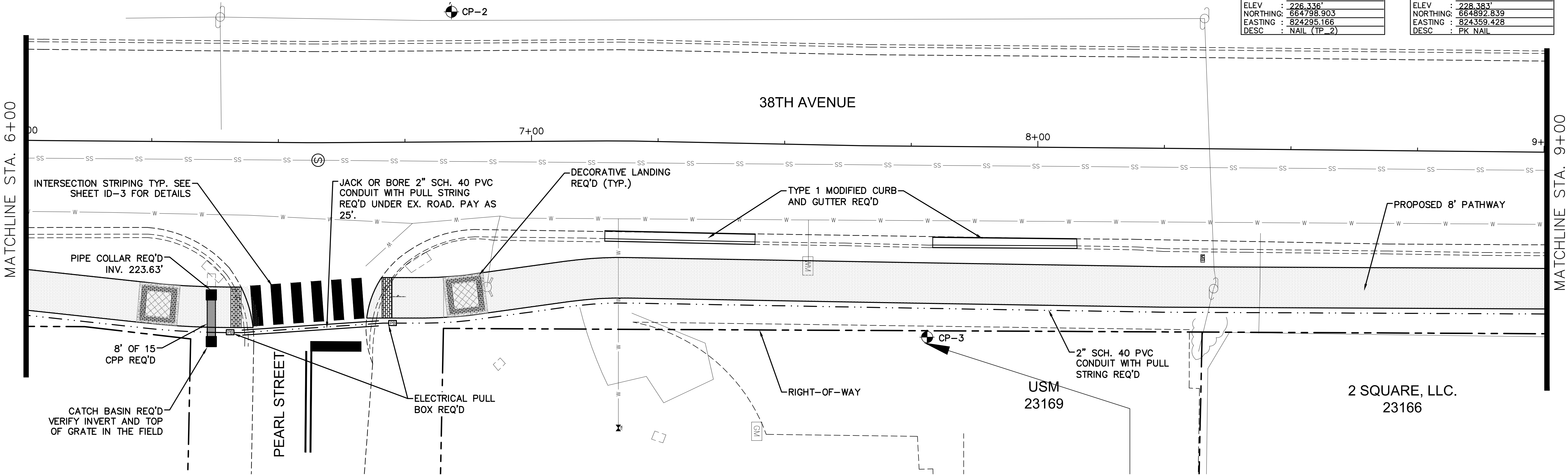
38TH AVENUE
STA 0+00 TO 6+00

WORKING NUMBER:
PP-1

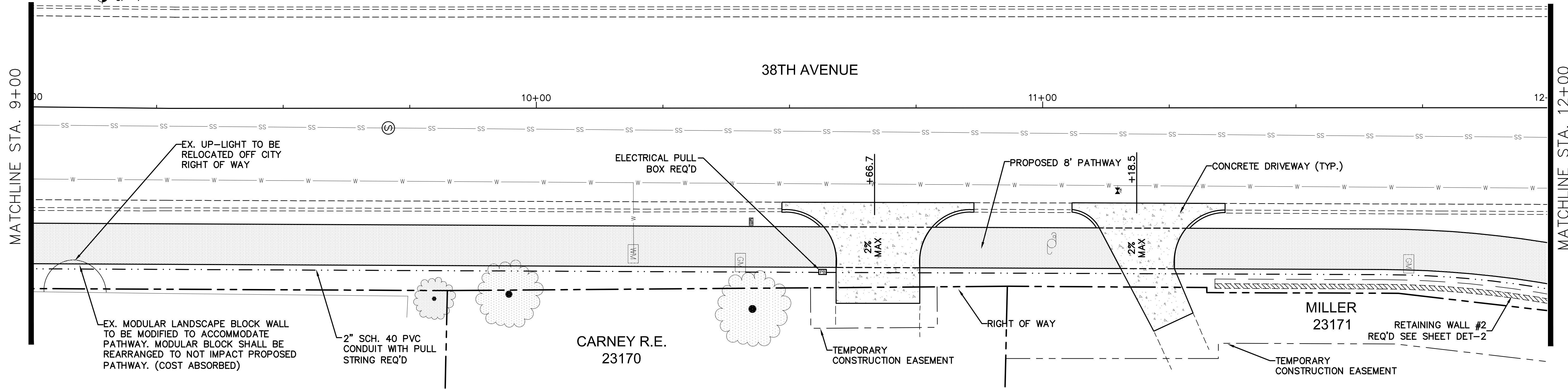
DRAWING NUMBER:
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01/15/2019 11:50 AM T:\New 38th Avenue.dwg

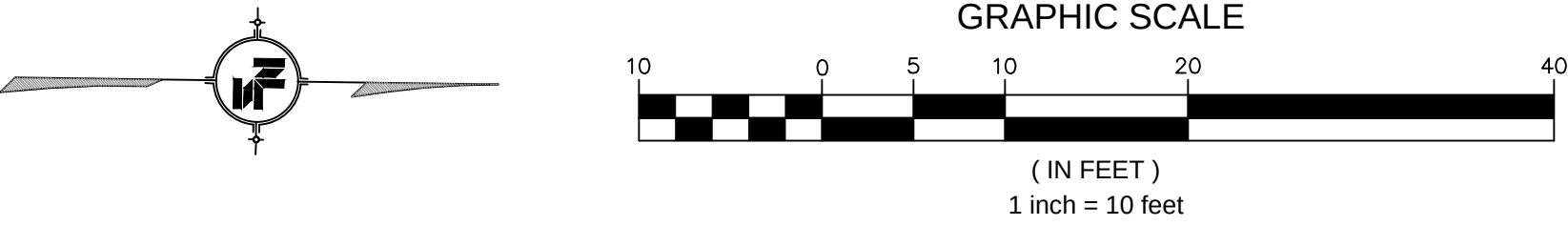
NAME	: CP-2	NAME	: CP-3
ELEV	: 226.336'	ELEV	: 228.383'
NORTHING	: 664798.903	NORTHING	: 664892.839
EASTING	: 824295.166	EASTING	: 824359.428
DESC	: NAIL (TP_2)	DESC	: PK NAIL



NAME	: CP-4
ELEV	: 230.796'
NORTHING	: 665028.983
EASTING	: 824301.079
DESC	: NAIL (TP_1055)



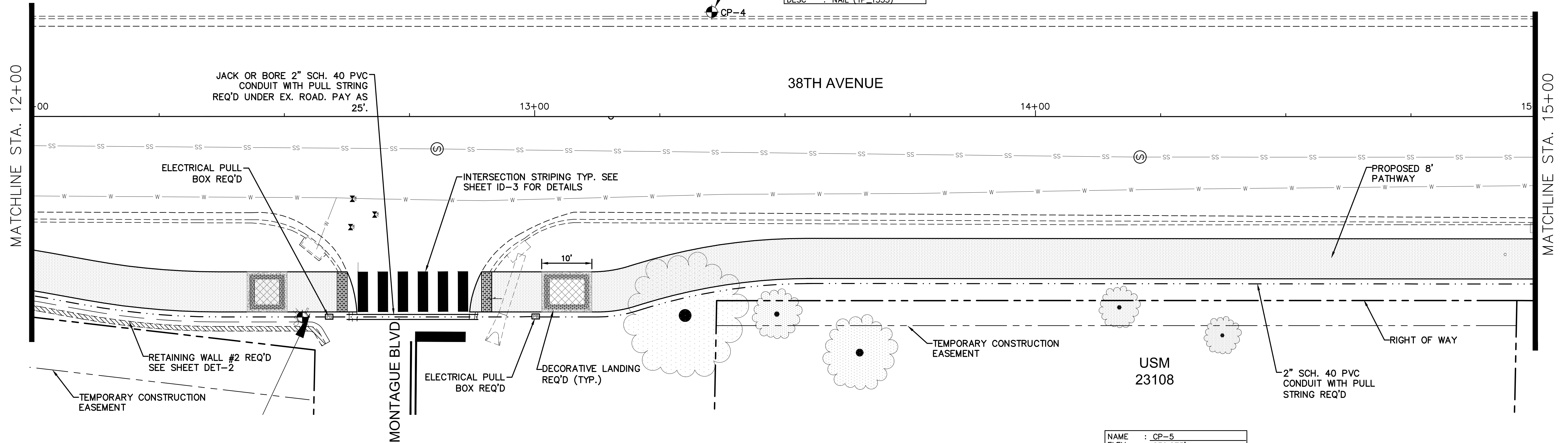
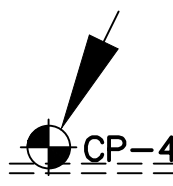
- NOTES:
- SEE SHEET ID-2 FOR DETAILS FOR SIDEWALK RAMPS AND DETECTABLE WARNINGS.
 - ALL WATER VALVES/METERS TO BE ADJUSTED TO FINISHED GRADE. WATER VALVES/METERS ADJUSTED TO MORE THAN $\frac{1}{2}$ " OF FINISHED GRADE WILL NOT BE ACCEPTED AND WILL BE REPAIRED AT THE CONTRACTORS OWN EXPENSE.



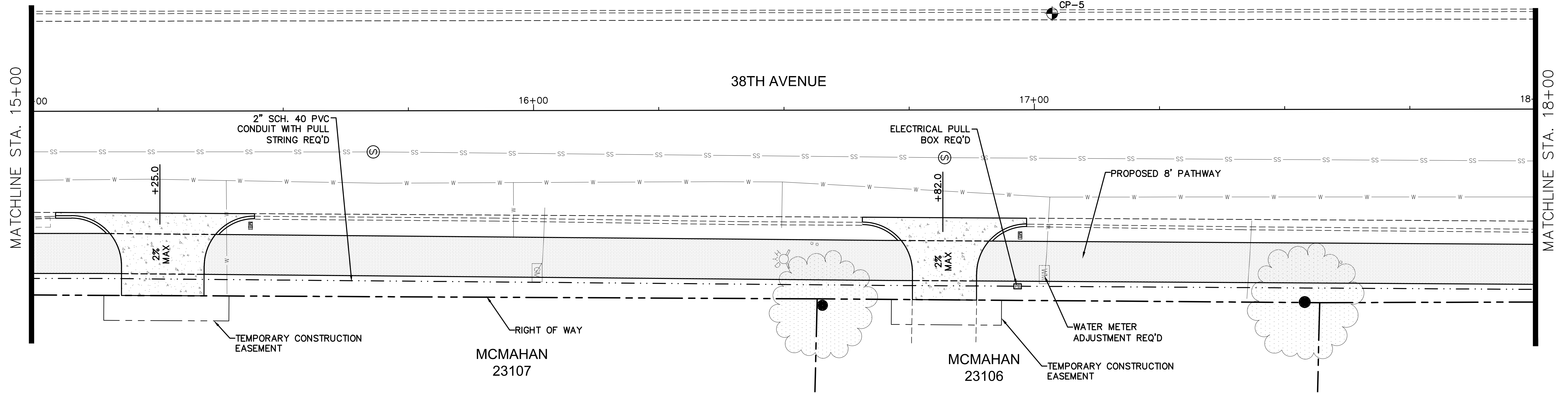
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NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS			DRAWING INFORMATION		38TH AVENUE PATHWAY	CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY	NEEL-SCHAFFER Solutions you can build upon	38TH AVENUE STA 6+00 TO 12+00	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8667-18-33					
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					SURVEYED BY: CLEARPOINT ENGINEERS					
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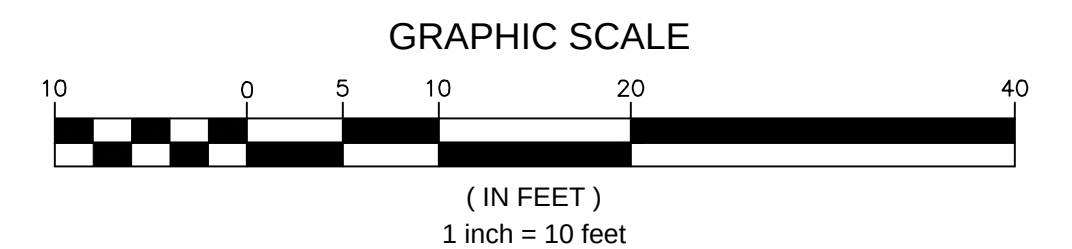
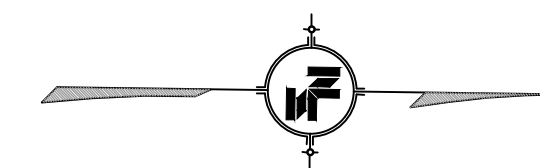
NAME : CP-4
ELEV : 227.754'
NORTHING: 665450.059
EASTING : 824302.224
DESC : NAIL (TP_1333)



NAME : CP-5
ELEV : 236.276'
NORTHING: 665818.252
EASTING : 824303.508
DESC : NAIL (TP_1413)



- NOTES:
- SEE SHEET ID-2 FOR DETAILS FOR SIDEWALK RAMPS AND DETECTABLE WARNINGS.
 - ALL WATER VALVES/METERS TO BE ADJUSTED TO FINISHED GRADE. WATER VALVES/METERS ADJUSTED TO MORE THAN $\frac{1}{4}$ " OF FINISHED GRADE WILL NOT BE ACCEPTED AND WILL BE REPAIRED AT THE CONTRACTORS OWN EXPENSE.



NOTICE TO DRAWING HOLDER

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REVISIONS				DRAWING INFORMATION	
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38TH AVENUE PATHWAY

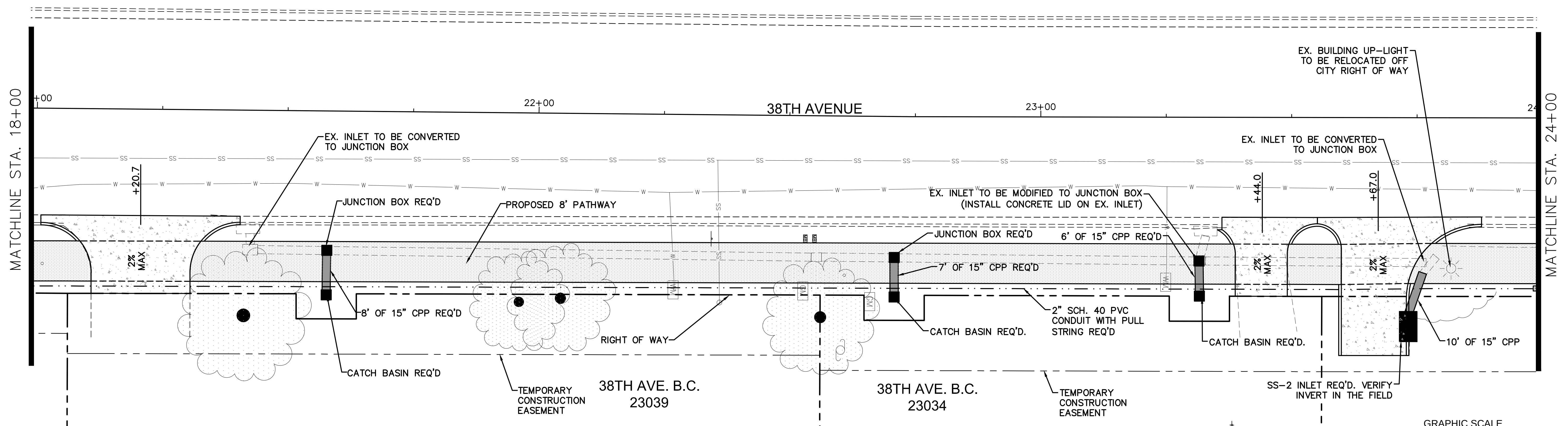
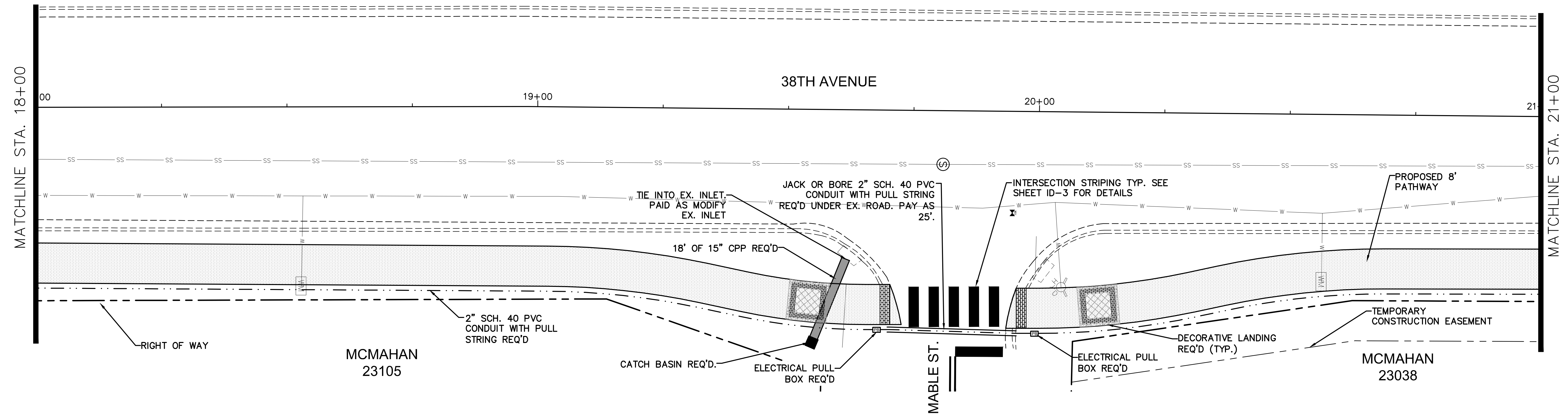
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



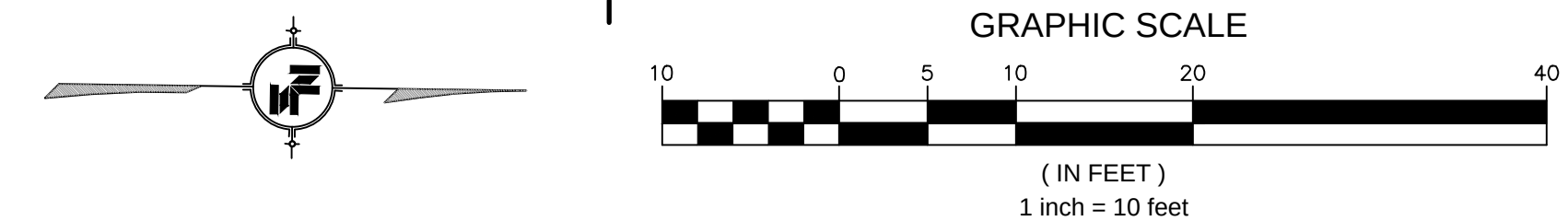
38TH AVENUE
STA 12+00 TO 18+00

WORKING NUMBER:
PP-3

DRAWING NUMBER:
15



NOTES:
 1. SEE SHEET ID-2 FOR DETAILS FOR SIDEWALK RAMPS AND DETECTABLE WARNINGS.
 2. ALL WATER VALVES/METERS TO BE ADJUSTED TO FINISHED GRADE. WATER VALVES/METERS ADJUSTED TO MORE THAN $\frac{1}{2}$ " OF FINISHED GRADE WILL NOT BE ACCEPTED AND WILL BE REPAIRED AT THE CONTRACTORS OWN EXPENSE.



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				DRWN:	WTA DATE: 01/2019
				CHKD:	DATE:
				QA/QC:	DATE:

38TH AVENUE PATHWAY

CITY OF HATTIESBURG
 HATTIESBURG, MS
 FORREST COUNTY



38TH AVENUE
 STA 18+00 TO 24+00

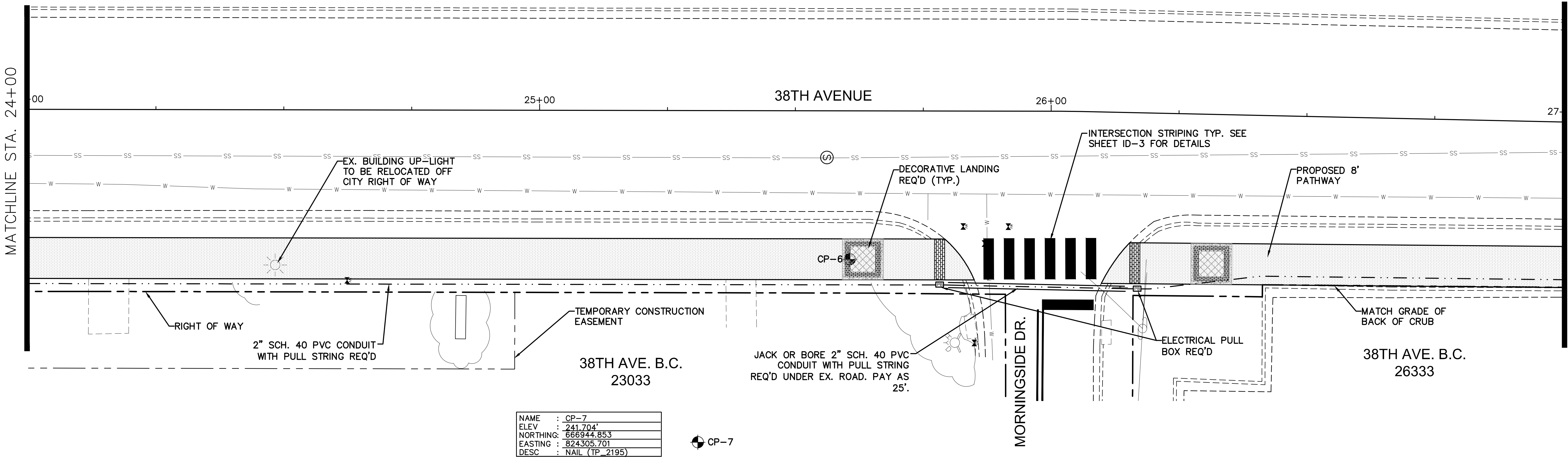
WORKING NUMBER:
 PP-4

DRAWING NUMBER:
 16

NAME	: CP-6
ELEV	: 239.400'
NORTHING	: 666675.362
EASTING	: 824355.716
DESC	: NAIL (TP_2196)

MATCHLINE STA. 24+00

MATCHLINE STA. 27+00

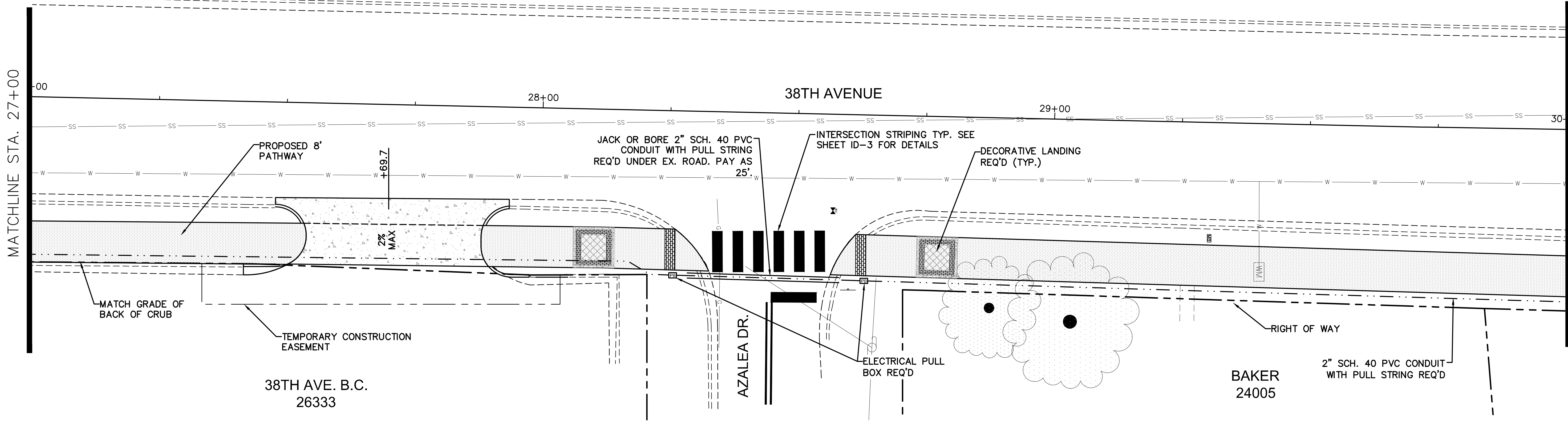


NAME	: CP-7
ELEV	: 241.704'
NORTHING	: 666944.853
EASTING	: 824305.701
DESC	: NAIL (TP_2195)

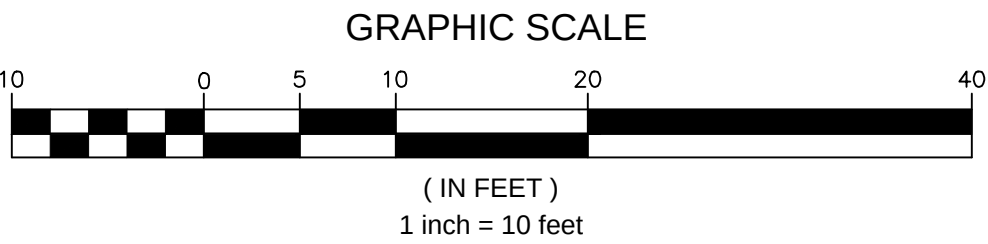
CP-7

MATCHLINE STA. 27+00

MATCHLINE STA. 30+00



- NOTES:
- SEE SHEET ID-2 FOR DETAILS FOR SIDEWALK RAMPS AND DETECTABLE WARNINGS.
 - ALL WATER VALVES/METERS TO BE ADJUSTED TO FINISHED GRADE. WATER VALVES/METERS ADJUSTED TO MORE THAN $\frac{1}{8}$ " OF FINISHED GRADE WILL NOT BE ACCEPTED AND WILL BE REPAIRED AT THE CONTRACTORS OWN EXPENSE.



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38TH AVENUE PATHWAY

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



38TH AVENUE
STA 24+00 TO 30+00

WORKING NUMBER:
PP-5

DRAWING NUMBER:
17

MATCHLINE STA. 30+00

MATCHLINE STA. 33+00

MATCHLINE STA. 33+00

MATCHLINE STA. 36+00

38TH AVENUE

38TH AVENUE

LEONARD
24004

L & D, LLC.
23998

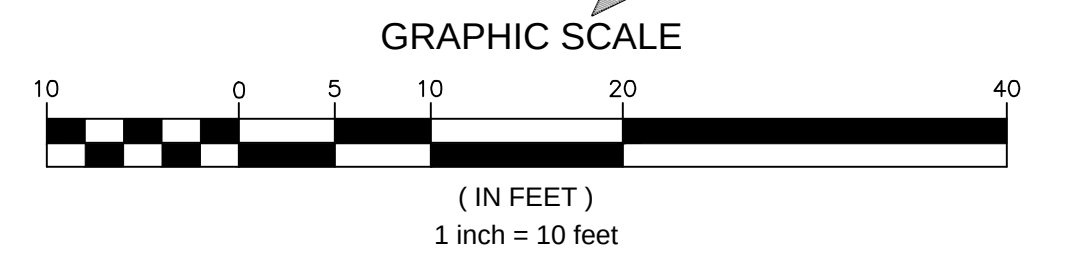
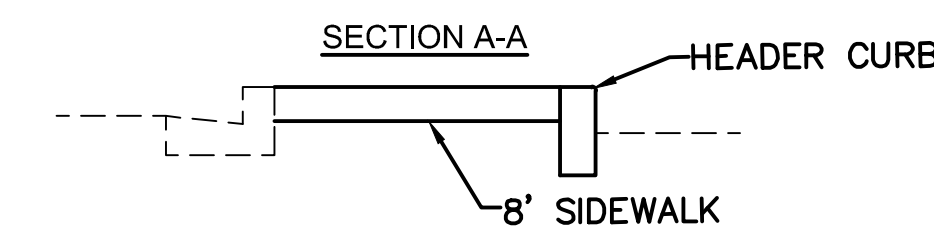
PINEY WOODS
23999

VILLARREAL
23997

MORGAN
39213

- NOTES:
1. SEE SHEET ID-2 FOR DETAILS FOR SIDEWALK RAMPS AND DETECTABLE WARNINGS.
 2. ALL WATER VALVES/METERS TO BE ADJUSTED TO FINISHED GRADE. WATER VALVES/METERS ADJUSTED TO MORE THAN $\frac{1}{2}$ " OF FINISHED GRADE WILL NOT BE ACCEPTED AND WILL BE REPAIRED AT THE CONTRACTORS OWN EXPENSE.

NAME	: CP-8
ELEV	: 238.999'
NORTHING	: 667617.991
EASTING	: 824375.947
DESC	: NAIL (TP 2194)



NOTICE TO DRAWING HOLDER

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REVISIONS				DRAWING INFORMATION	
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				DSGN:	MWE DATE: 01/2019
				DRWN:	WTA DATE: 01/2019
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38TH AVENUE PATHWAY

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

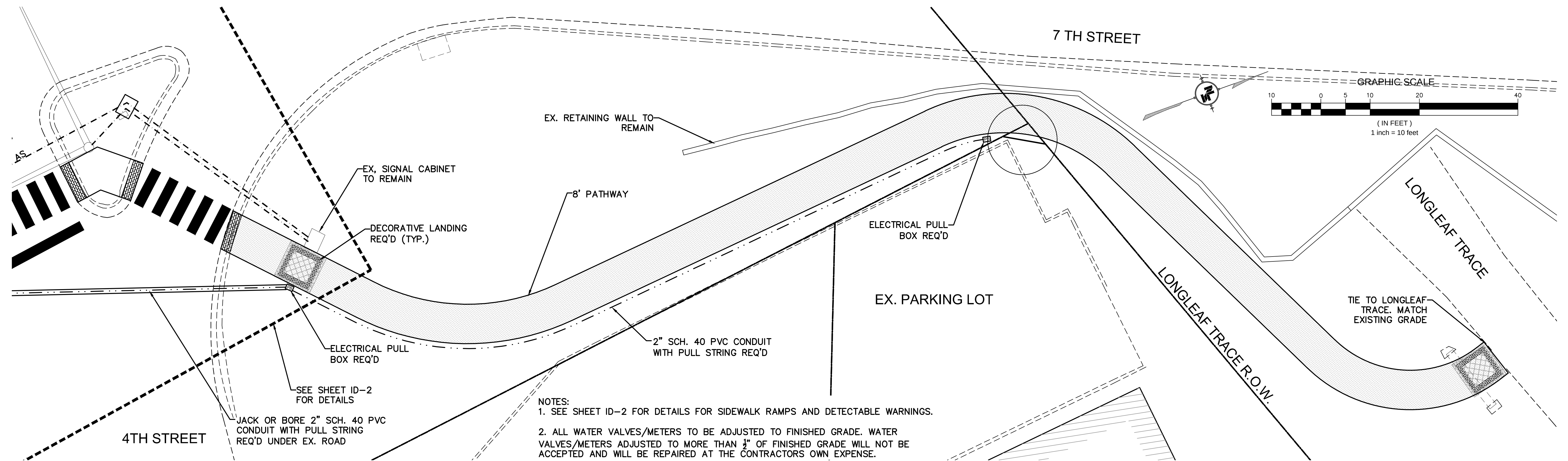
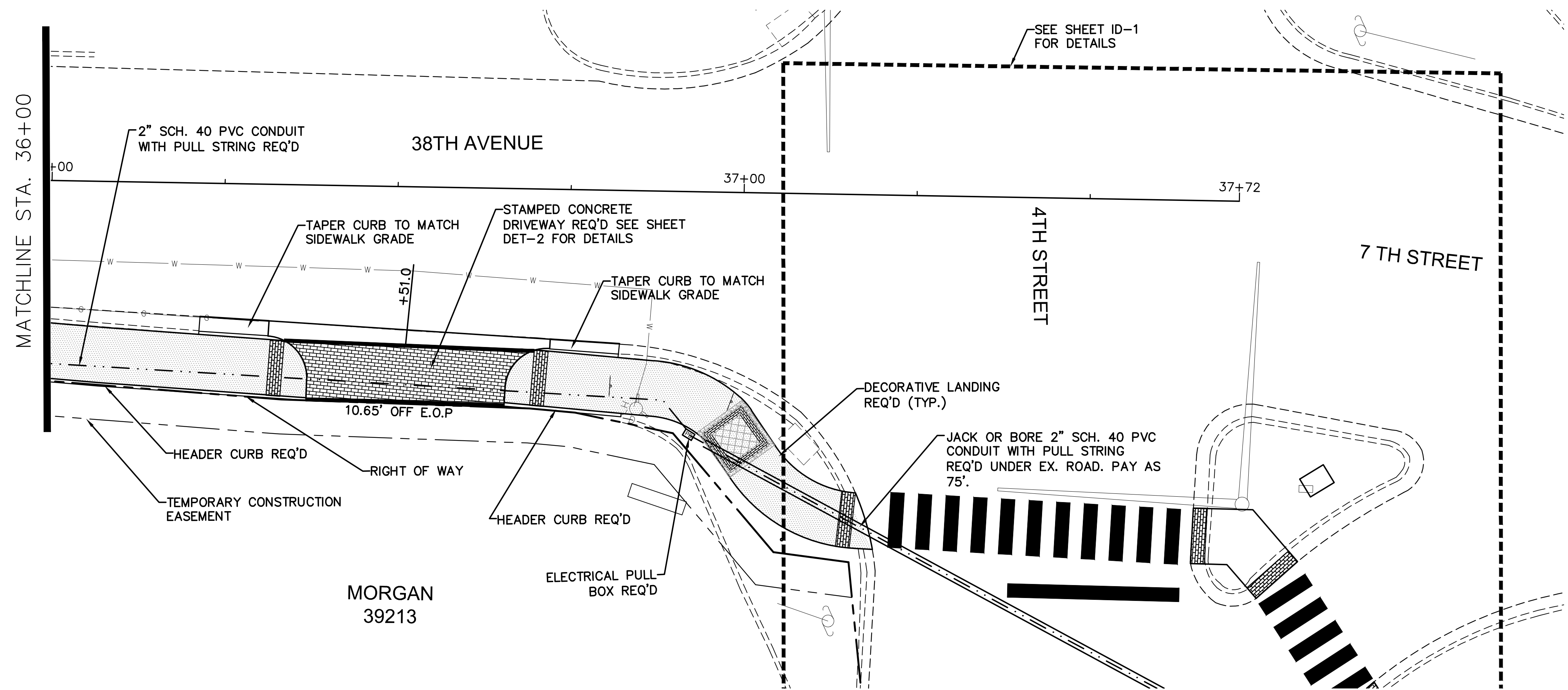


38TH AVENUE
STA 30+00 TO 36+00

WORKING NUMBER:
PP-6

DRAWING NUMBER:
18

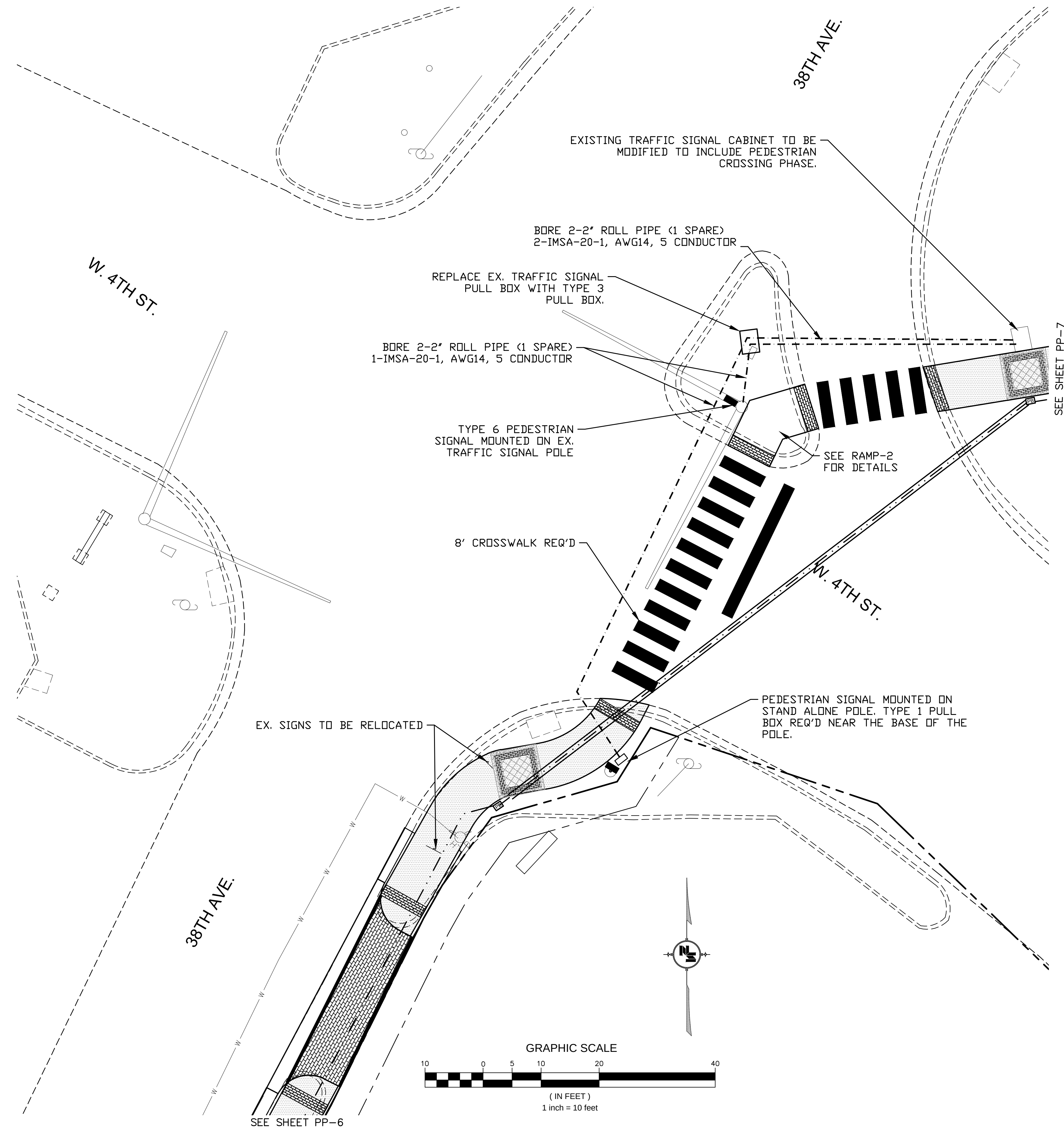
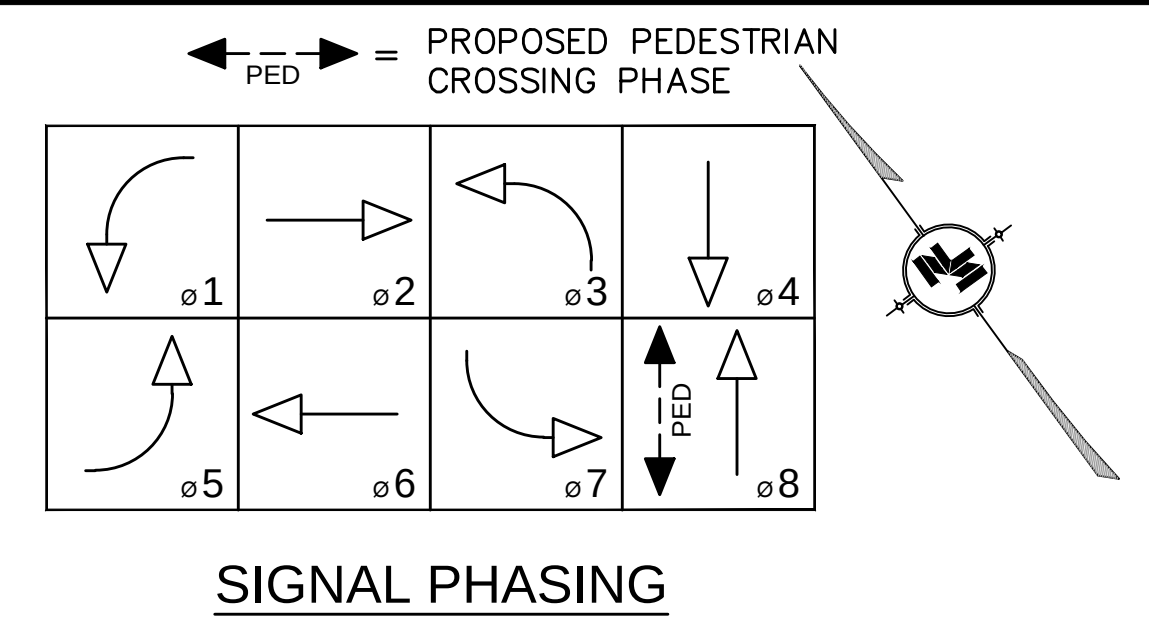
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NOTES:
 1. SEE SHEET ID-2 FOR DETAILS FOR SIDEWALK RAMPS AND DETECTABLE WARNINGS.
 2. ALL WATER VALVES/METERS TO BE ADJUSTED TO FINISHED GRADE. WATER VALVES/METERS ADJUSTED TO MORE THAN 1/2" OF FINISHED GRADE WILL NOT BE ACCEPTED AND WILL BE REPAIRED AT THE CONTRACTORS OWN EXPENSE.

1/14/2019 10:46 AM C:\Users\jg\OneDrive\Projects\8667-18-33\38th_ave\Layout.dwg -- 38th_ave\Layout.dwg

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	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8667-18-33					
					FILENAME: Layout.dwg					
					SCALE: 1" = 10'					
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					DSGN: MWE	DATE: 01/2019				
					DRWN: WTA	DATE: 01/2019				
					CHKD:	DATE:				
					QA/QC:	DATE:				
CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY									WORKING NUMBER: PP-7	DRAWING NUMBER: 19



*** NOTES:

1. SEE SHEETS TSD-1 THROUGH TSD-7 FOR TRAFFIC SIGNAL DETAILS
2. CONTRACTOR SHALL MODIFY EX. TRAFFIC SIGNAL CONTROLLER TO ACCEPT NEW PEDESTRIAN PHASING. LOAD SWITCH REQ'D TO BE INCLUDED IN CONTROLLER MODIFICATION.

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REVISIONS				DRAWING INFORMATION	
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QA/QC:	DATE:

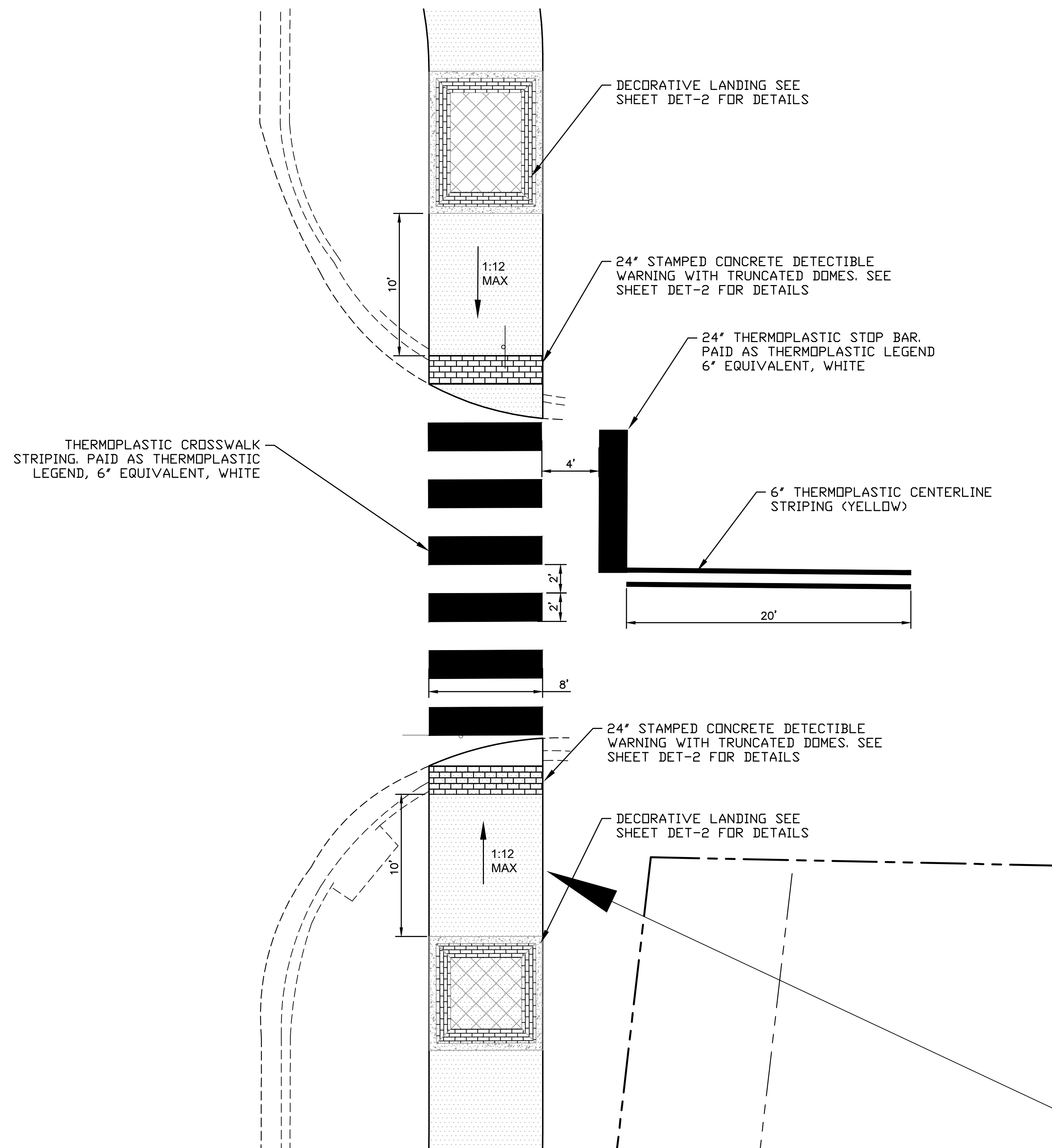
38TH AVENUE PATHWAY

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

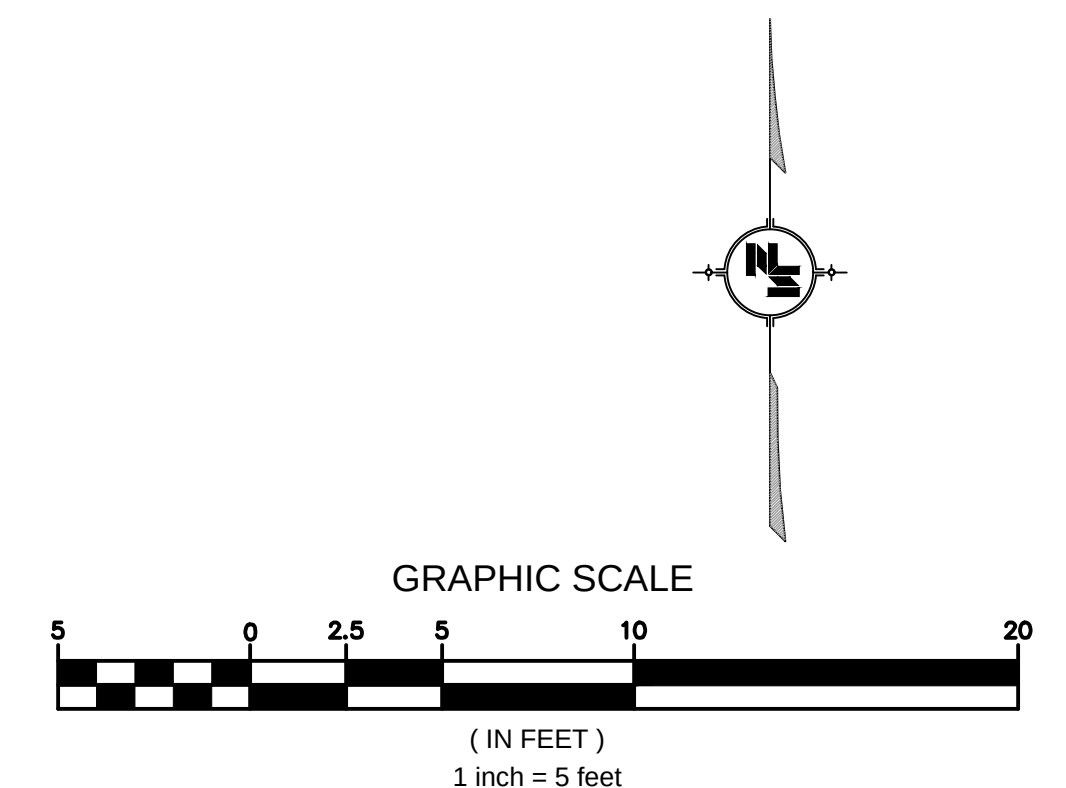


38TH AVENUE INTERSECTION DETAILS #1

WORKING NUMBER: ID-1	DRAWING NUMBER: 20
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TYPICAL INTERSECTION DETAIL



NOTICE TO DRAWING HOLDER

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NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8667-18-33	
				FILENAME: Layout.dwg	
				SCALE: 1" = 5'	
				SURVEYED BY: CLEARPOINT ENGINEERS	
				DSGN: MWE	DATE: 01/2019
				DRWN: WTA	DATE: 01/2019
				CHKD:	DATE:
				QA/QC:	DATE:

38TH AVENUE PATHWAY

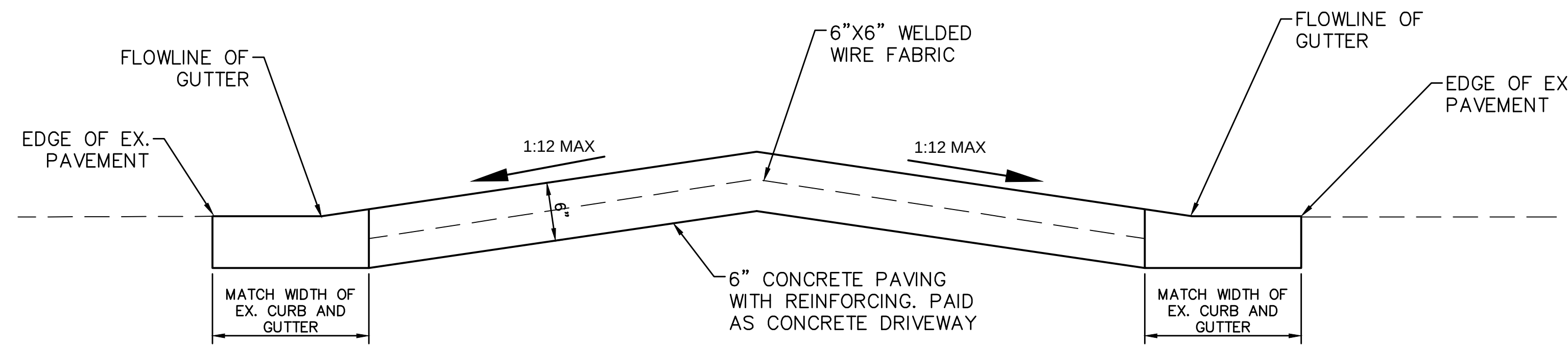
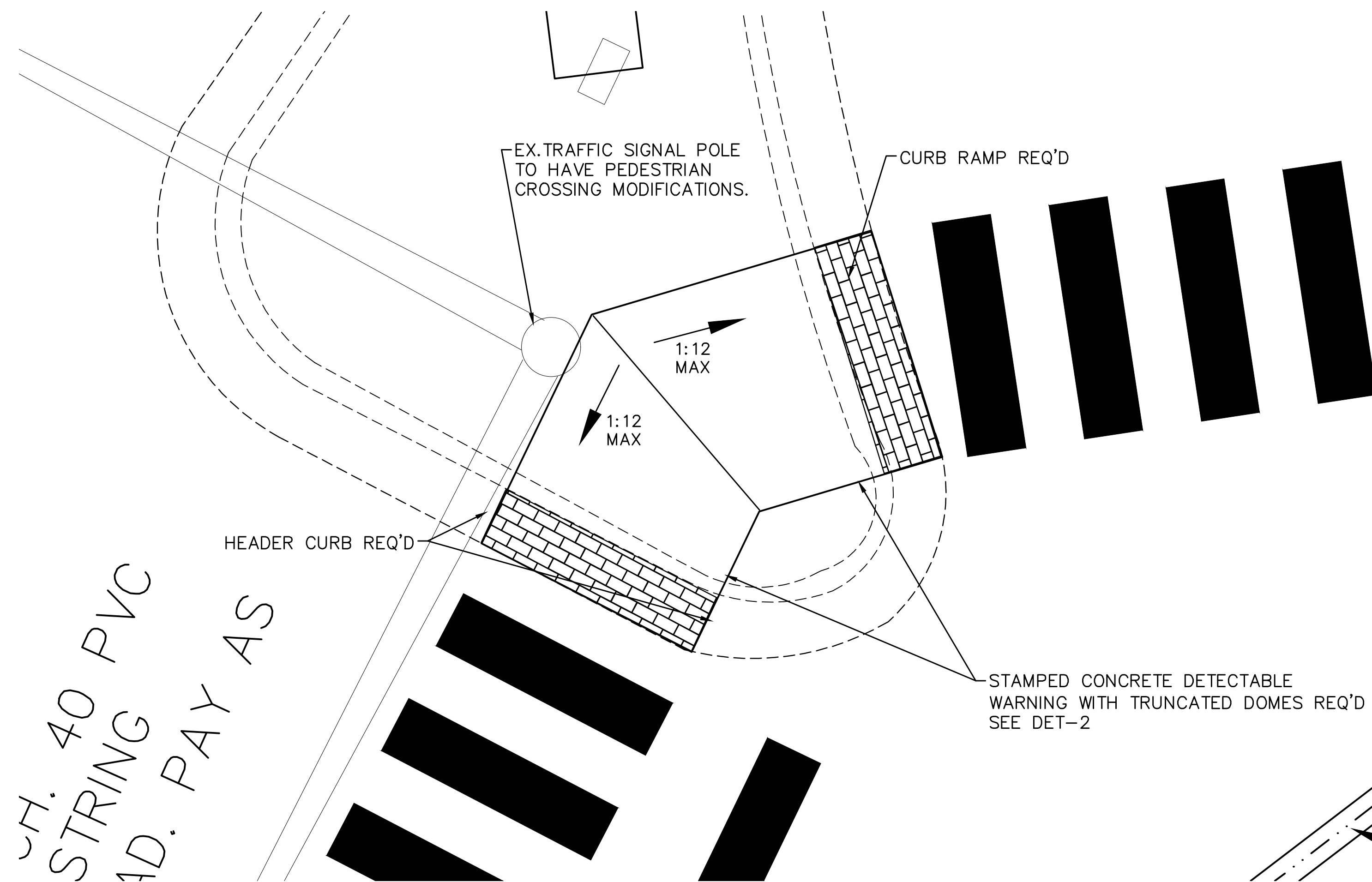
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



38TH AVENUE
INTERSECTION DETAILS #2

WORKING NUMBER:
ID-2

DRAWING NUMBER:
21



SPLITTER ISLAND CURB RAMP @ NE
CORNER OF 4TH ST. AND 38TH AVE.
SECTION VIEW

SPLITTER ISLAND CURB RAMP @ NE
CORNER OF 4TH ST. AND 38TH AVE.

NOTICE TO DRAWING HOLDER

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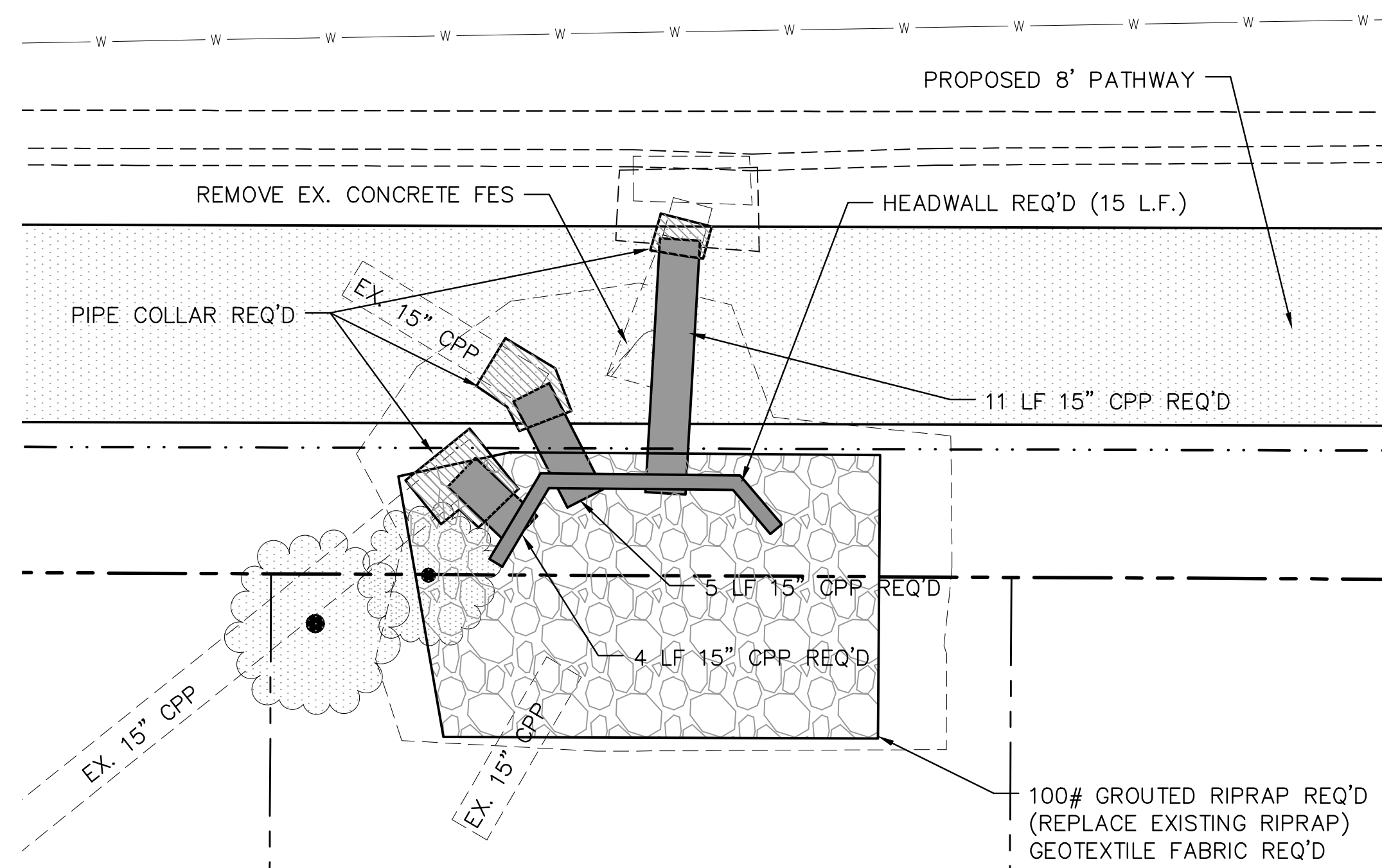
38TH AVENUE PATHWAY

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



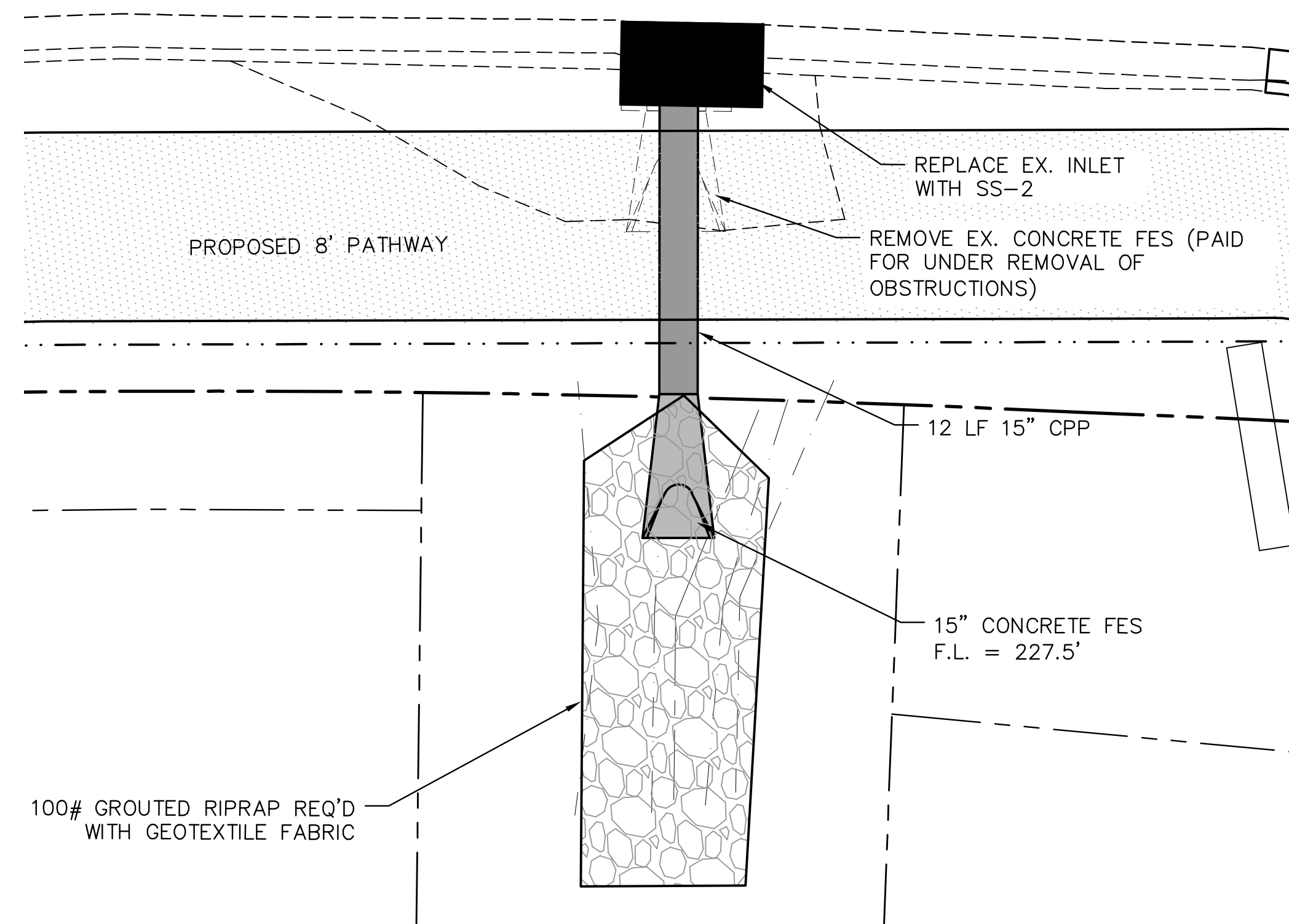
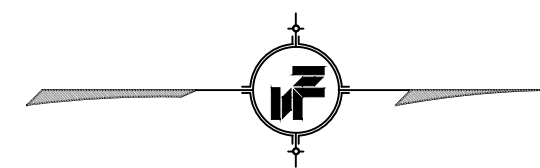
38TH AVENUE
CURB RAMP DETAILS

WORKING NUMBER: RAMP-1	DRAWING NUMBER: 22
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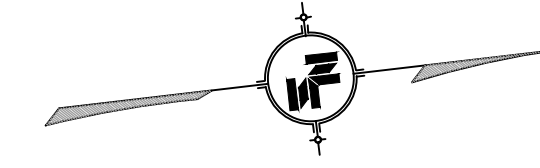


NOTE:
CPP TO BE PERFORATED AND WRAPPED IN
A SOCK. (COST ABSORBED)

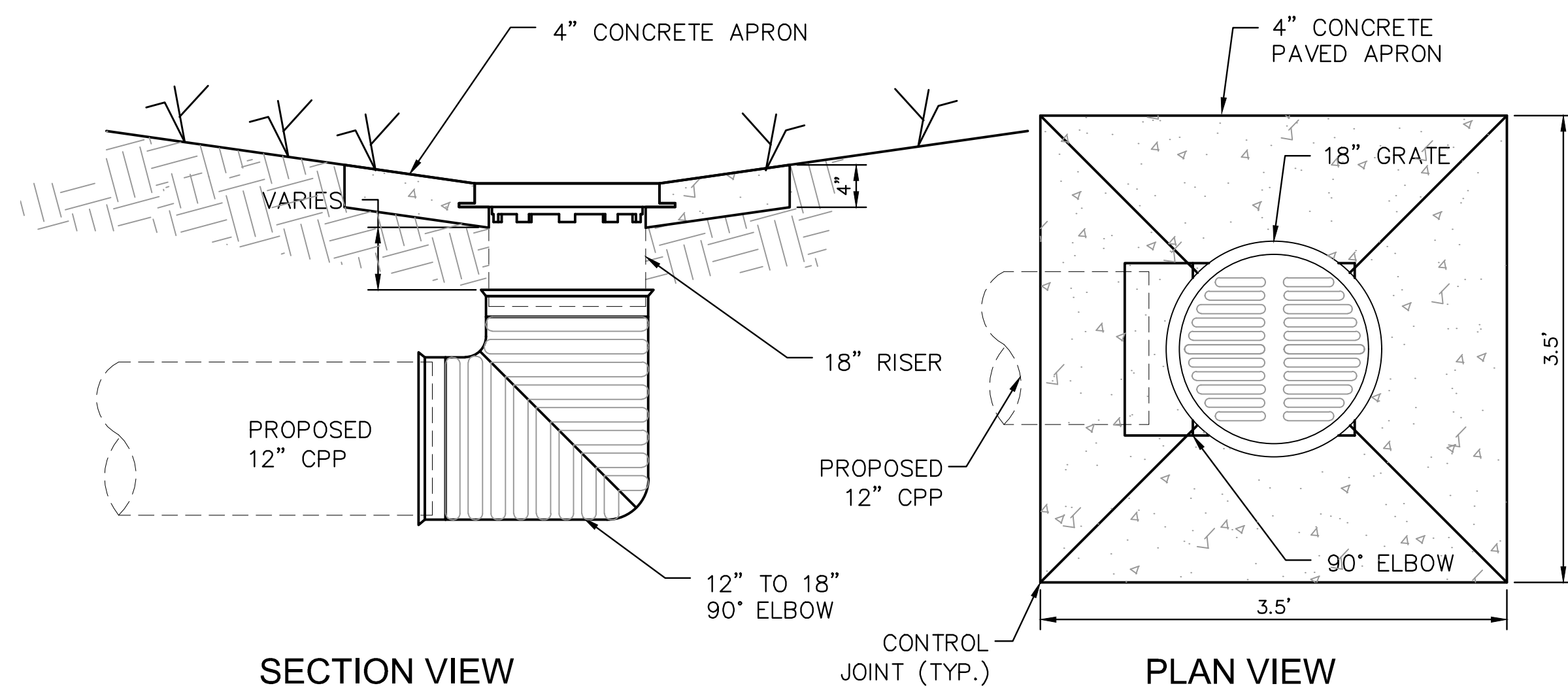
38TH AVENUE
STA. 3+75
NOT TO SCALE



38TH AVENUE
STA. 33+12
NOT TO SCALE



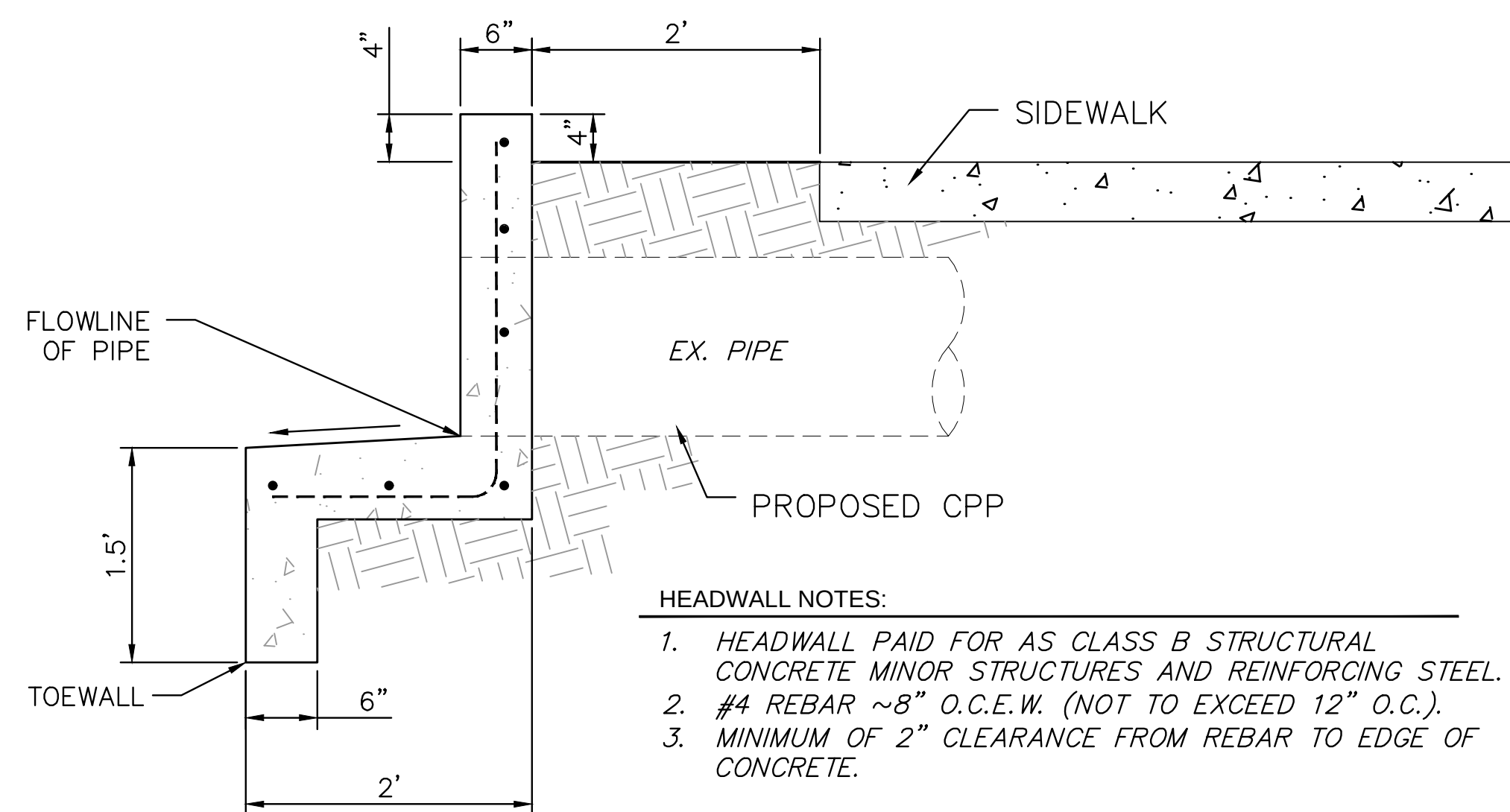
NOTE:
PAY AS INSTALLATION OF 18" CATCH BASIN, PER
PLANS, PER EACH, INCLUDES INLINE DRAIN, 90° ELBOW,
RISER, GRATE, PAVED APRON, AND ALL WORK
ASSOCIATED WITH INSTALLING CATCH BASIN AS SHOWN
IN THE PLANS.



SECTION VIEW

PLAN VIEW

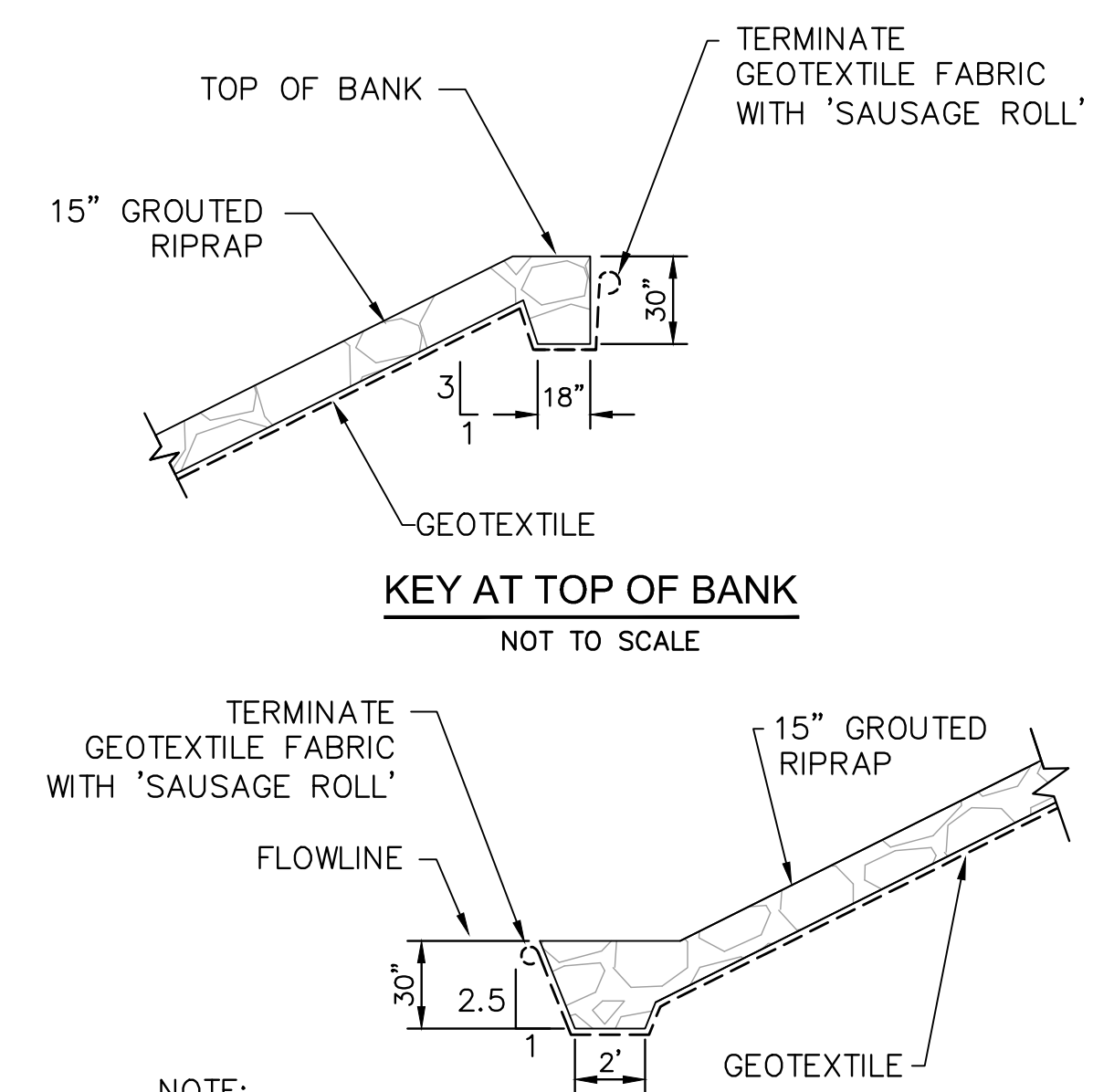
18" CATCH BASIN DETAIL
NOT TO SCALE



HEADWALL NOTES:

1. HEADWALL PAID FOR AS CLASS B STRUCTURAL CONCRETE MINOR STRUCTURES AND REINFORCING STEEL.
2. #4 REBAR ~8" O.C.E.W. (NOT TO EXCEED 12" O.C.).
3. MINIMUM OF 2" CLEARANCE FROM REBAR TO EDGE OF CONCRETE.

TYPICAL HEADWALL
CROSS SECTION
NOT TO SCALE



KEY AT TOP OF BANK
NOT TO SCALE

TOEWALL DETAIL
NOT TO SCALE

TYPICAL GROUTED RIPRAP DETAIL
NOT TO SCALE

NOTICE TO DRAWING HOLDER

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38TH AVENUE PATHWAY

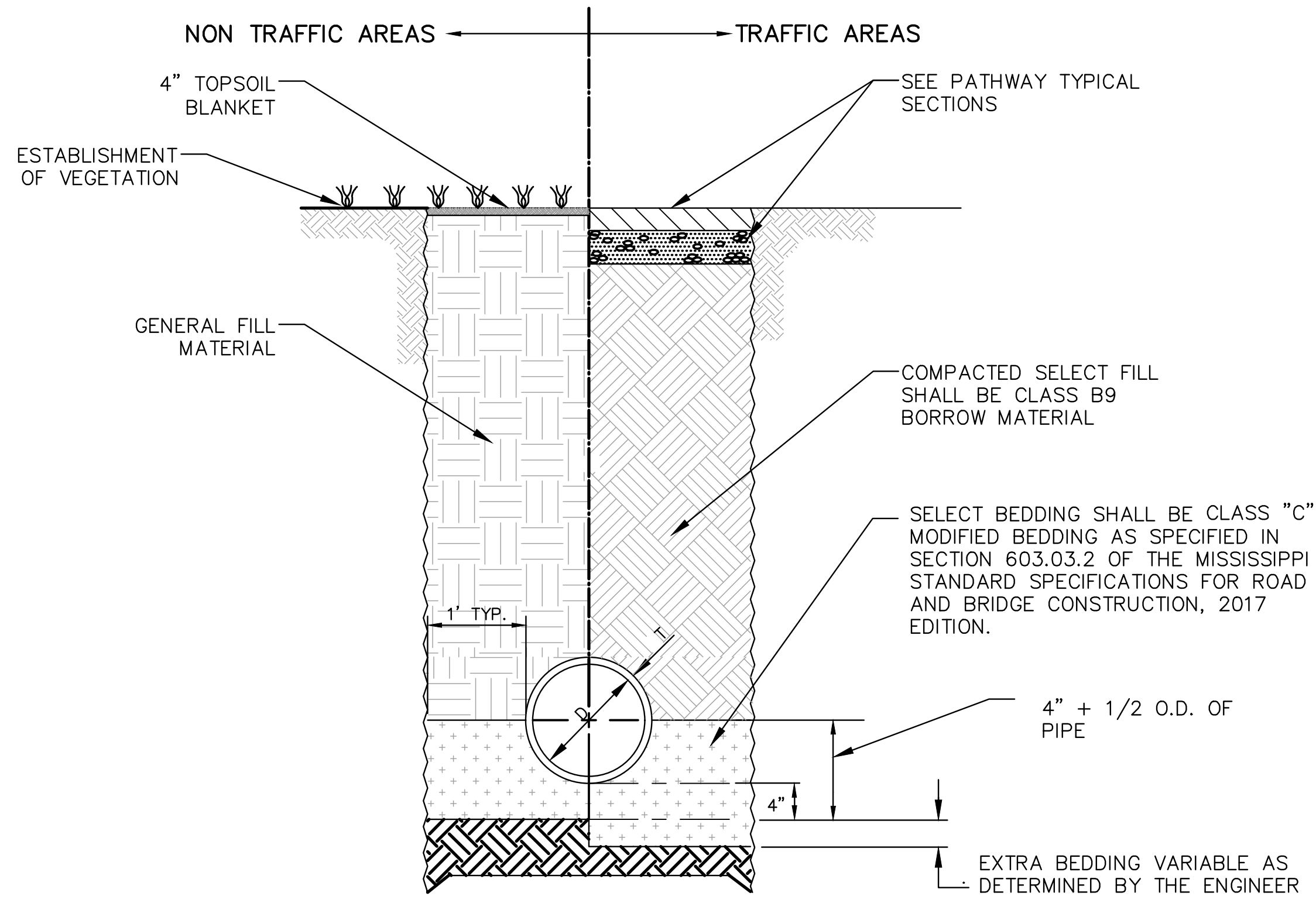
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



38TH AVENUE
DRAINAGE DETAILS

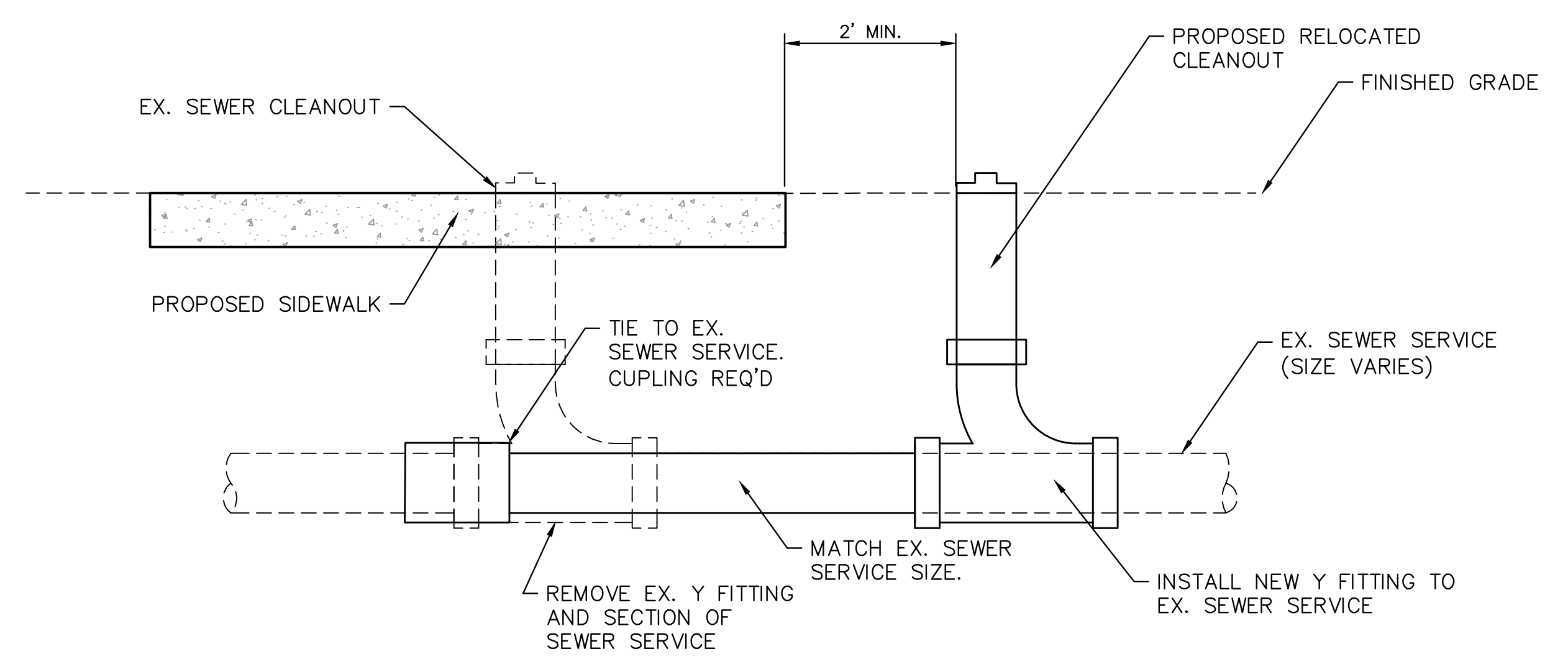
WORKING NUMBER:
DRAIN-1

DRAWING NUMBER:
23

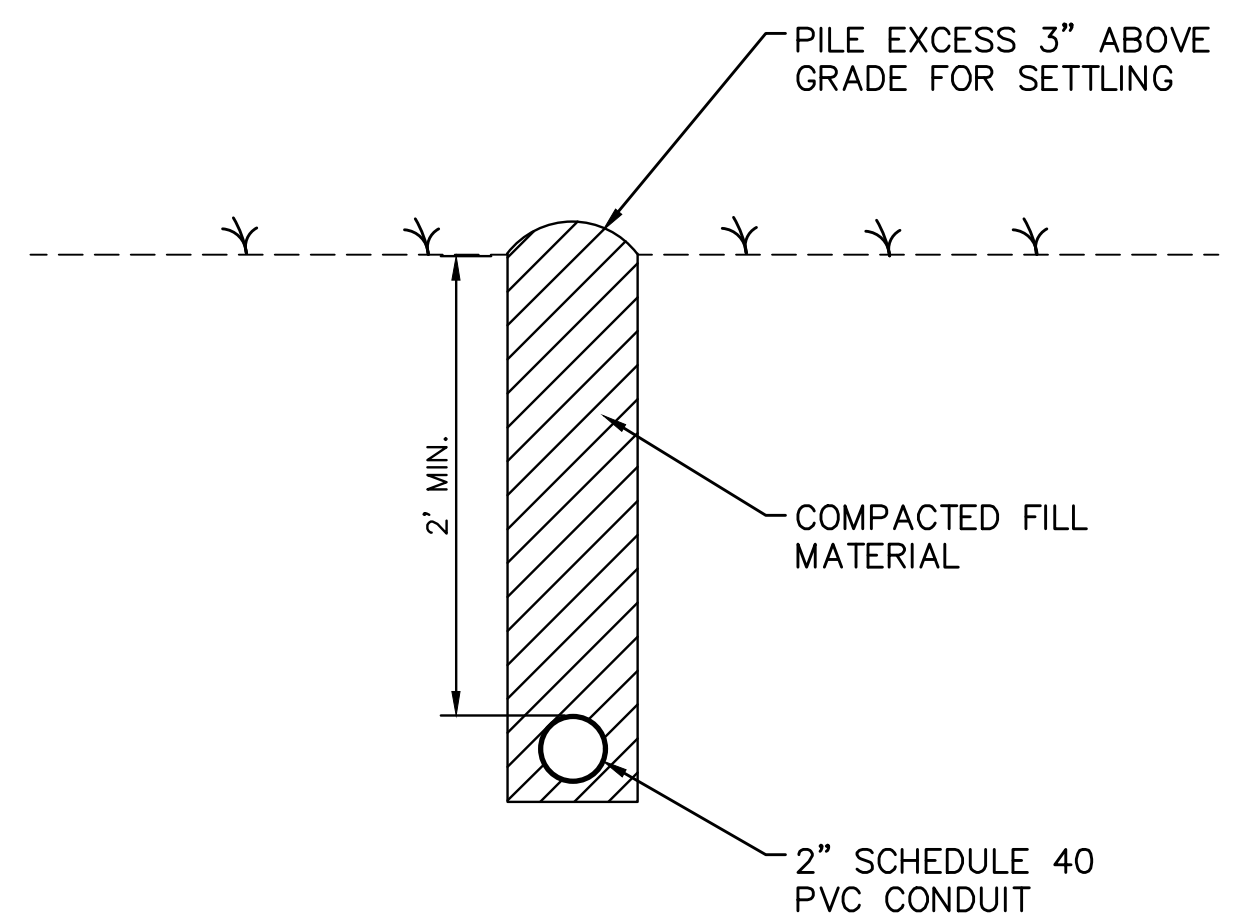


**TYPICAL TRENCH DETAILS
FOR DRAINAGE PIPE**
NOT TO SCALE

NOTE: THE COST OF CORRUGATED PIPE SHALL INCLUDE BUT NOT LIMITED TO STRUCTURE EXCAVATION, SELECT BEDDING, SELECT BACKFILL, FILTER SOCK, AND PERFORATIONS.



SEWER CLEANOUT RELOCATION DETAIL
NOT TO SCALE



CONDUIT TRENCHING DETAIL
NOT TO SCALE

NOTICE TO DRAWING HOLDER

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38TH AVENUE PATHWAY

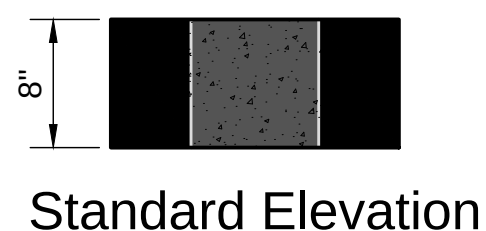
CITY OF HATTIESBURG
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FORREST COUNTY



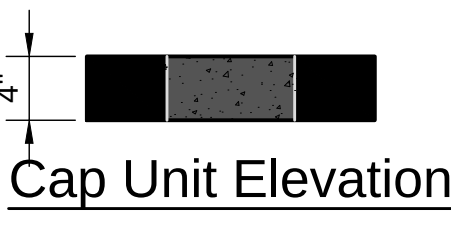
SITE DETAILS

WORKING NUMBER:	DRAWING NUMBER:
DET-1	24

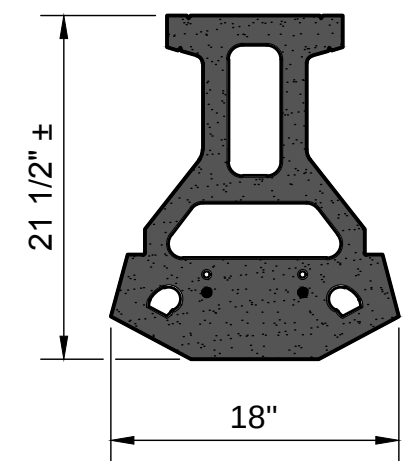
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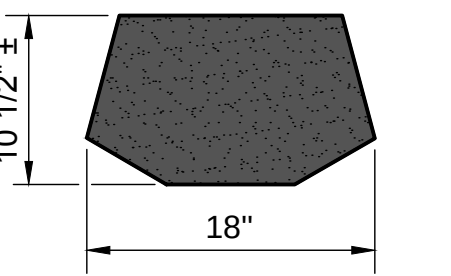
Standard Elevation



Cap Unit Elevation



Standard Plan



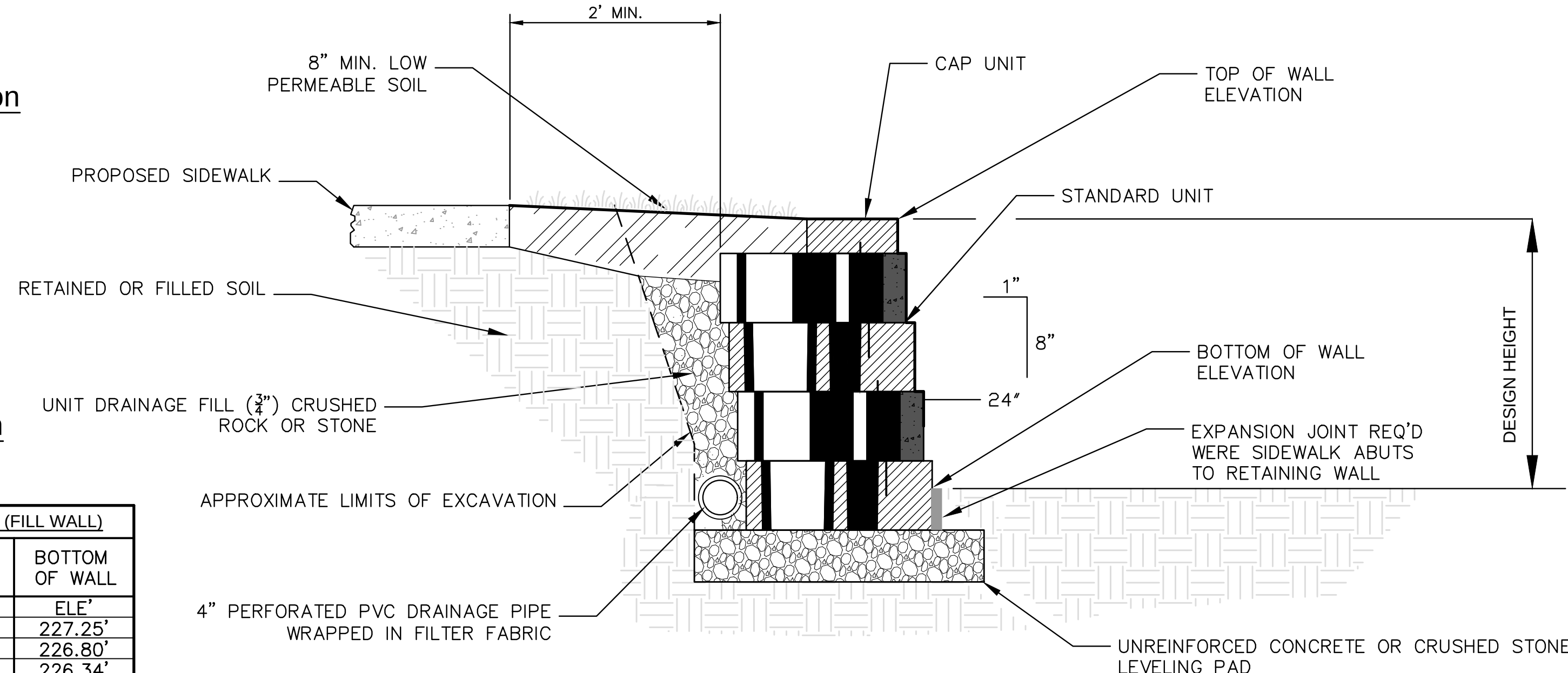
Cap Unit Plan

3-Plane Split
Cap Unit Option

Standard Unit

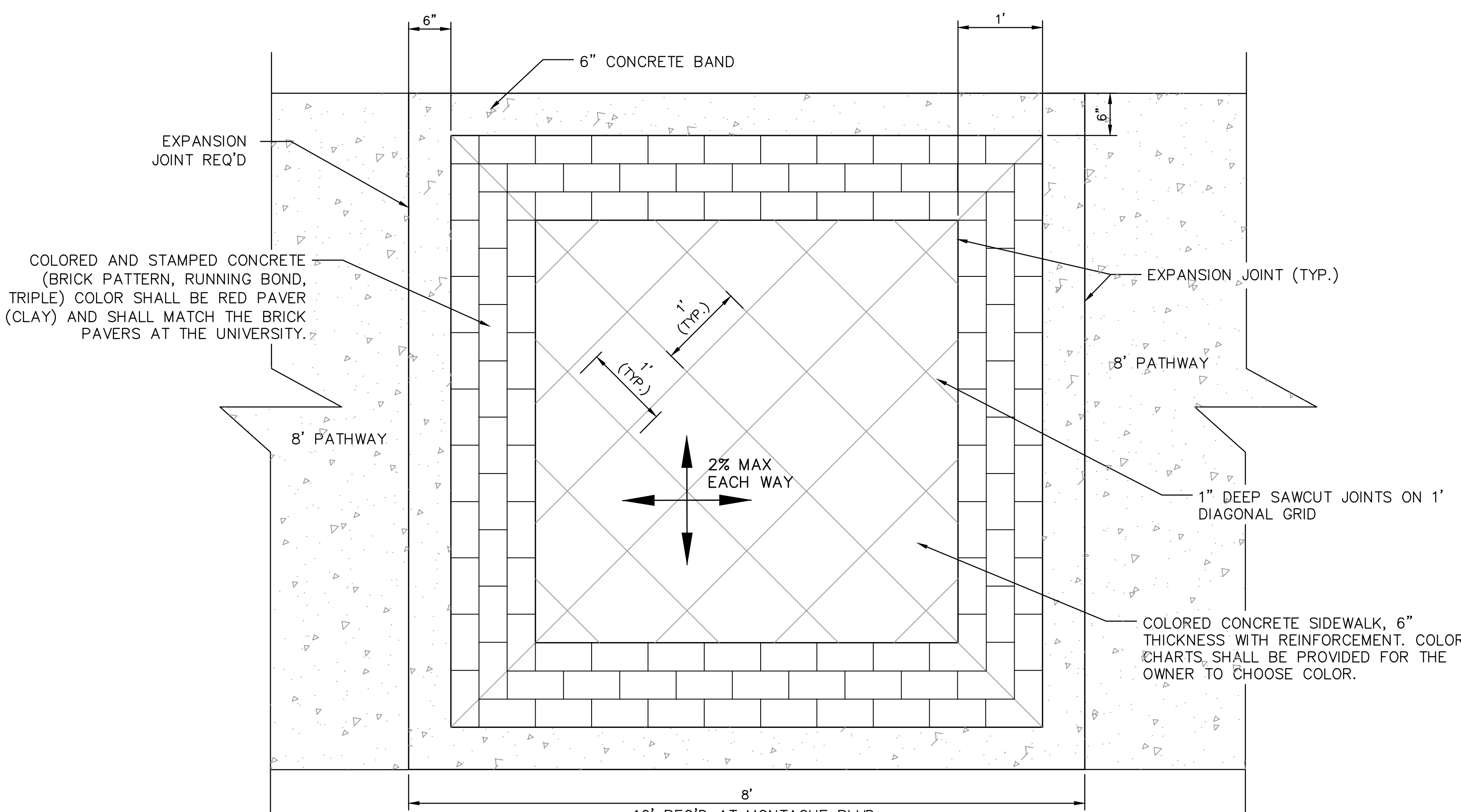
RETAINING WALL #1 (CUT WALL)		
STATION	TOP OF WALL	BOTTOM OF WALL
0+69	230.0'	229.50'
0+79	230.0'	229.04'
0+89	230.0'	228.58'
0+99	230.0'	228.10'
1+09	229.0'	228.00'
1+19	229.0'	228.00'
1+29	229.0'	227.90'
1+31	230.0'	227.80'

RETAINING WALL #2 (FILL WALL)		
STATION	TOP OF WALL	BOTTOM OF WALL
11+34	228.0'	227.25'
11+44	228.0'	226.80'
11+54	228.0'	226.34'
11+64	228.0'	225.94'
11+74	228.0'	225.64'
11+84	228.0'	225.40'
11+94	227.0'	225.21'
12+04	227.0'	225.00'
12+14	227.0'	224.75'
12+24	227.0'	224.55'
12+34	227.0'	224.40'
12+44	227.0'	224.25'
12+54	227.0'	224.13'
12+59	227.0'	224.37'

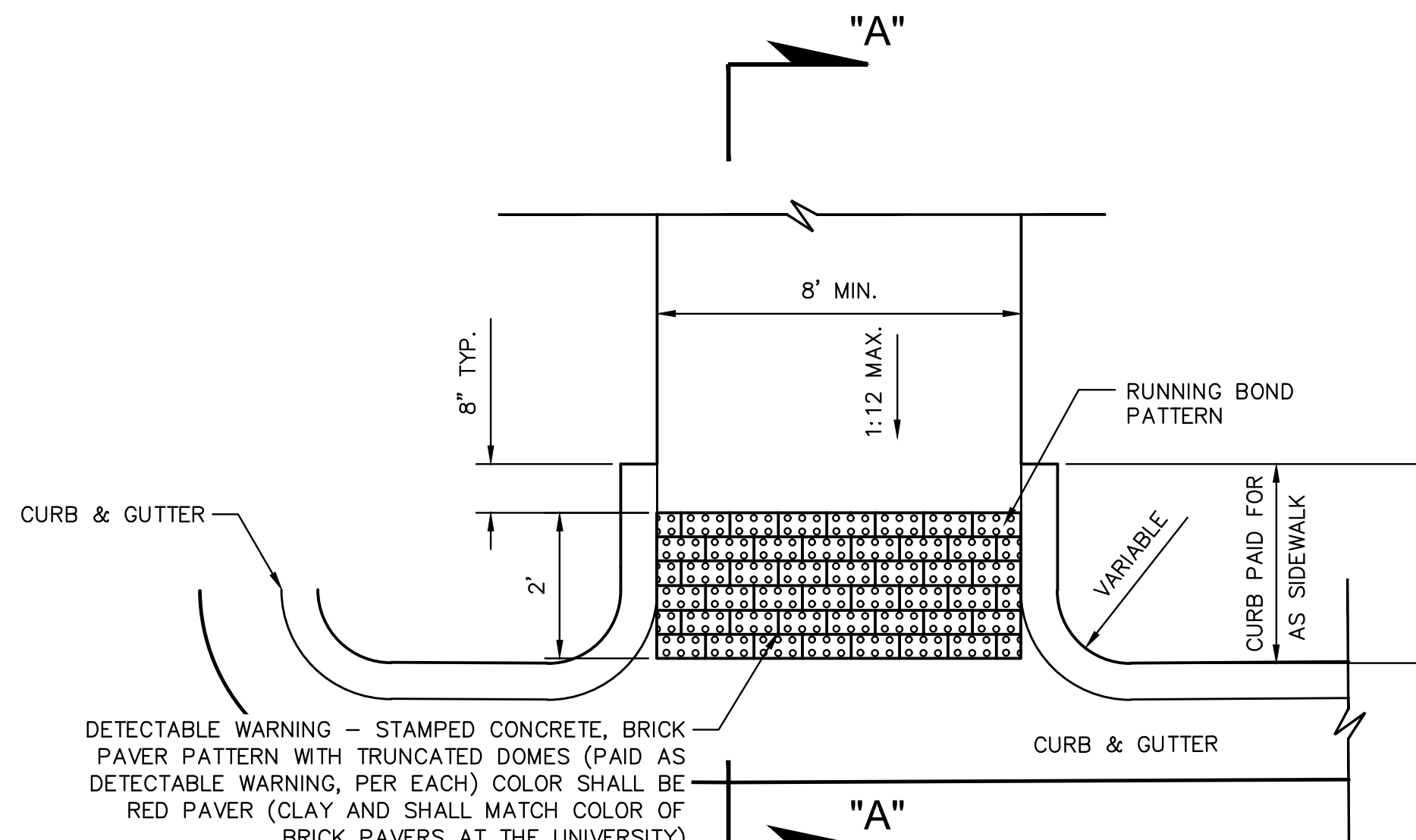


MODULAR RETAINING WALL DETAIL
NOT TO SCALE

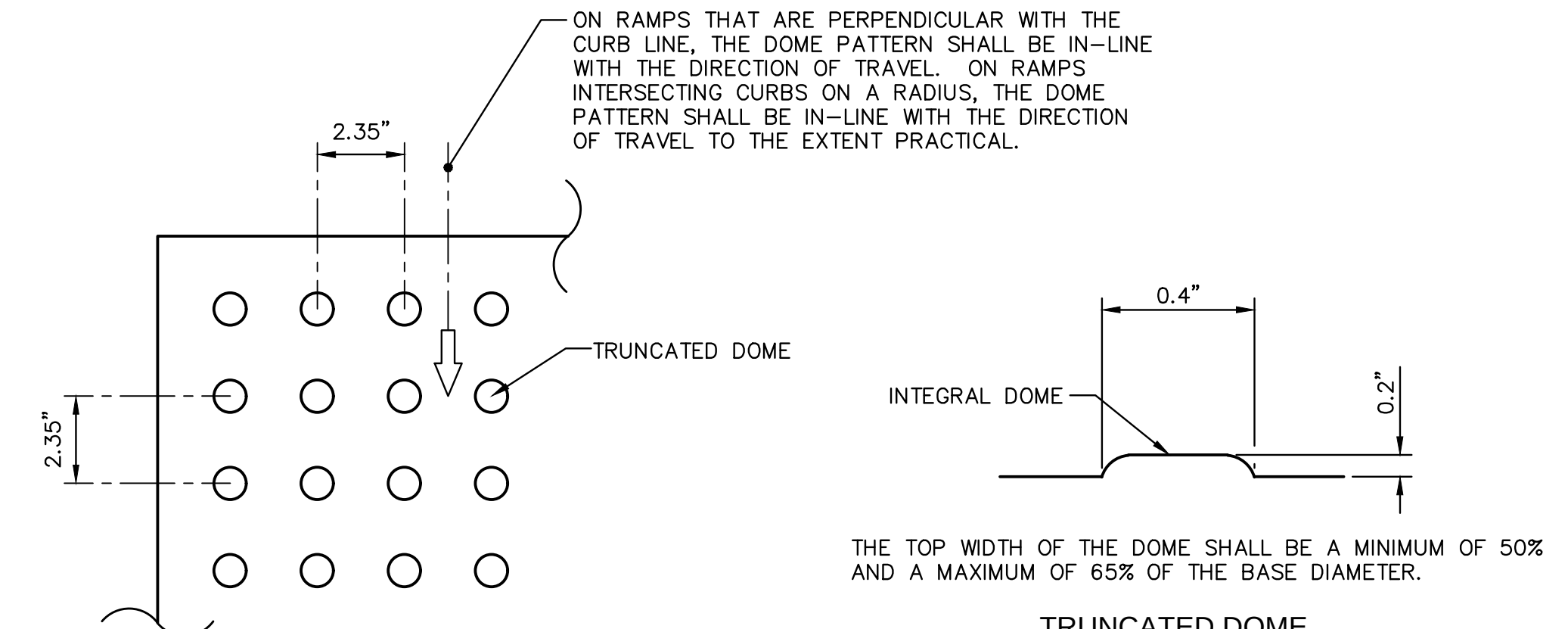
NOTE: PAYMENT BASED ON DESIGN HEIGHT PER SQUARE FOOT AND SHALL INCLUDED BUT NOT LIMITED TO STRUCTURE EXCAVATION, BACKFILL, BEDDING, WALL BLOCKS, CAP BLOCKS, DRAINAGE PIPE, FABRIC, AND ANY LABOR OR MATERIALS USED TO CONSTRUCT THE MODULAR BLOCK RETAINING WALL AS SHOWN IN THE PLANS.



DECORATIVE LANDING DETAIL
NOT TO SCALE



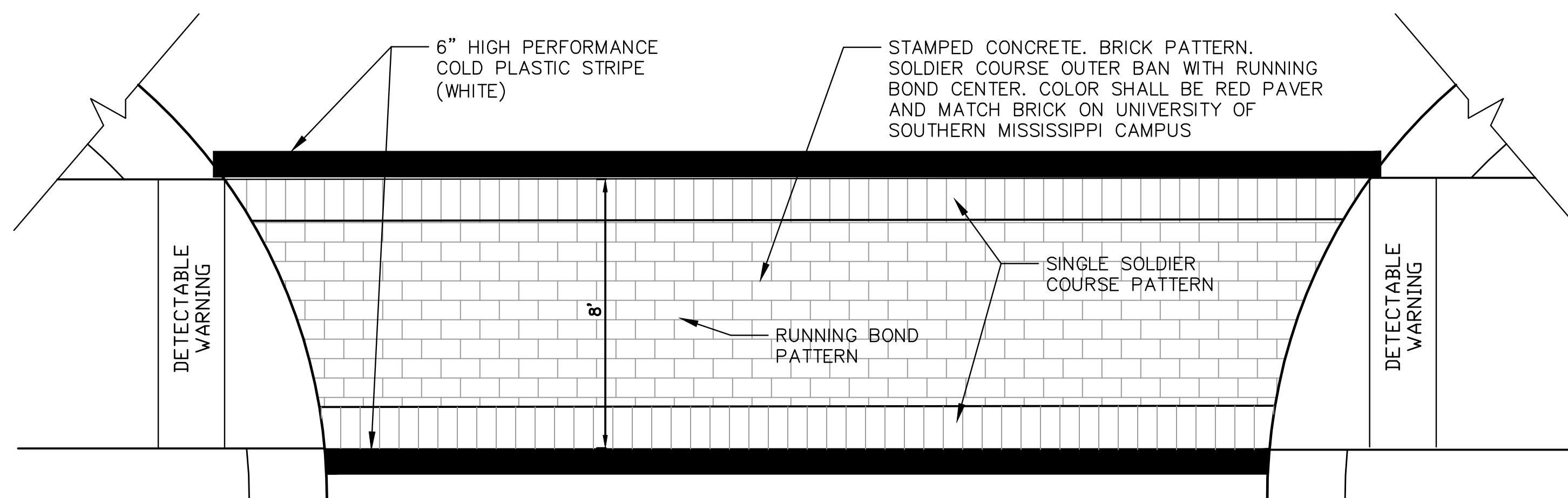
TYPICAL CURB-RETURN HANDICAP RAMP DETAIL
NOT TO SCALE



PLAN VIEW

ALL SIDEWALK CURB RAMPS SHALL HAVE DETECTABLE WARNING SURFACES THAT EXTEND THE FULL WIDTH OF THE RAMP AND IN THE DIRECTION OF TRAVEL 2 FEET (24 INCHES).

CURB RAMP DETECTABLE WARNING DETAIL
NOT TO SCALE



COMMERCIAL DRIVEWAY DECORATIVE CROSSWALK
NOT TO SCALE

NOTICE TO DRAWING HOLDER		REVISIONS		DRAWING INFORMATION		38TH AVENUE PATHWAY		CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY		NEEL-SCHAFFER Solutions you can build upon		SITE DETAILS	
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						FILENAME:	Details.dwg						
						SCALE:	NOT TO SCALE						
						SURVEYED BY:	CLEARPOINT ENGINEERS						
						DSGN:	MWE DATE: 01/2019						
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						QA/QC:	DATE:						

TRAFFIC SIGNAL GENERAL NOTES

1. POLES, SIGNAL HEADS, EQUIPMENT BOXES, PULLBOXES AND CONDUIT LOCATIONS MAY BE VARIED SLIGHTLY TO FIT FIELD CONDITIONS AS DIRECTED BY THE ENGINEER. HOWEVER, SIGNAL HEAD OR POLE LOCATIONS SHALL BE WITHIN REQUIREMENTS OUTLINED IN THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND HIGHWAY DESIGN AND OPERATIONAL PRACTICES RELATED TO HIGHWAY SAFETY.
2. THE CONTRACTOR SHALL PROVIDE MAST ARM POLE DESIGN CERTIFICATION AND CALCULATIONS AS OUTLINED IN SECTION 722.02 OF STANDARD SPECIFICATIONS. DESIGN STANDARD FOR MAST ARMS POLES SHALL BE 2013 AASHTO STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS. USE FATIGUE CATEGORY II, USE 50 YEAR DESIGN SERVICE LIFE AND DO NOT CONSIDER GALLOPING OR TRUCK-INDUCED GUSTS. WIND AND ICE LOADS VARIABLE BASED UPON MAPS IN THE 2013 AASHTO SPECIFICATION. USE UPSWEPT MAST ARMS UNLESS OTHERWISE NOTED ON PLANS. SEE TSD 3.
3. DETERMINATION OF REQUIRED SIZES, LENGTHS AND GAUGES OF TYPE I - XI STEEL POLES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR IN ACCORDANCE WITH THE PLANS AND SECTION 722.02 OF THE STANDARD SPECIFICATIONS, UNLESS OTHERWISE SPECIFIED IN PLANS OR SPECIFICATIONS.
4. TRAFFIC SIGNAL MAST ARM POLES SHALL BE HOT DIPPED GALVANIZED WITH FINISH APPROVED BY THE ENGINEER.
5. TRAFFIC SIGNAL MAST ARM POLES REQUIRING LUMINAIRES ARE DESIGNATED BY (L). ALL LUMINAIRES SHALL BE LED UNLESS OTHERWISE NOTED ON PLANS.
6. STAINLESS STEEL TAG ATTACHED TO THE POLE SHAFT USING 3/16 INCH STAINLESS STEEL POP RIVETS WITH PROPERTIES AND INFORMATION AS FOLLOWS:

- MINIMUM 1/16 INCH THICKNESS

- MINIMUM 1/4 INCH STAMPED LEGEND WITH FOLLOWING INFORMATION:

-- MANUFACTURER NAME

-- MONTH / YEAR OF MANUFACTURE

-- UNIQUE IDENTIFYING NUMBER FOR FUTURE MANUFACTURER REFERENCE

-- EXTERNAL PROJECT NUMBER FROM THE PLANS COVER SHEET (EXAMPLE: STP-XXXX-XX...)

TAG TO BE INSTALLED ON SHAFT SIDE OPPOSITE THE MAINLINE HIGHWAY AND LOCATED APPROXIMATELY 48 INCHES ABOVE THE TOP OF BASE PLATE.
7. THE TOP OF THE STRAIN POLE FOUNDATION SHALL BE 6" ABOVE THE GROUND. THE CONTRACTOR SHALL PROVIDE POLES OF SUFFICIENT LENGTH PLUS 2 FEET TO PROVIDE REQUIRED VERTICAL CLEARANCE OF THE TRAFFIC SIGNAL HEADS WITHOUT EXTENDING THE FOUNDATION ABOVE THE GROUND LINE OF THE POINT WHERE THE POLE IS LOCATED, EVEN THOUGH THIS MAY BE BELOW THE FINISHED GRADE OF THE ROADWAY.
8. ALL STRAIN POLES AT AN INTERSECTION SHALL BE THE SAME DIAMETER AND UTILIZE THE SAME BOLT CIRCLE SPACING.
9. POLE FOUNDATIONS AND BASE MOUNTED CABINET FOUNDATIONS, GRADE SHALL BE ESTABLISHED TO ±3" OF EDGE OF PAVEMENT ELEVATION UNLESS APPROVED BY SIGNAL PROJECT ENGINEER.
10. TRAFFIC SIGNAL HEADS SHALL BE BLACK IN COLOR UNLESS OTHERWISE NOTED ON PLANS WITH BLACK BACK PLATES
11. PEDESTRIAN HEADS SHALL BE BLACK IN COLOR UNLESS OTHERWISE NOTED ON PLANS.
12. PEDESTRIAN PUSHBUTTONS SHALL BE EITHER STANDARD PUSHBUTTONS OR APS (ACCESSIBLE PEDESTRIAN SYSTEM) STYLE AS NOTED ON PLANS. SIGNS TO BE INCLUDED IN PAY ITEM FOR PEDESTRIAN PUSHBUTTONS AT NO ADDITIONAL COST. SIDE OF POLE LOCATIONS OF PUSHBUTTONS MAY BE FIELD ADJUSTED. PUSHBUTTON HARDWARE SHALL BE BLACK IN COLOR UNLESS OTHERWISE NOTED ON PLANS.
13. FIELD DRILL AND TAP EXISTING POLES WHERE PEDESTRIAN SIGNALS AND PUSHBUTTONS ARE REQUIRED ON PLANS. (ABSORBED ITEM).

14. TRAFFIC SIGNAL CABINETS AND CONTROLLERS SHALL BE WIRED TO PROVIDE FOR ALL PHASES INCLUDING FUTURE PHASES IN ACCORDANCE WITH THE PHASE SEQUENCE DIAGRAM.
15. ALL TRAFFIC SIGNAL CONTROLLERS SHALL BE THE CURRENT VERSION OF SIEMENS EAGLE TRAFFIC SIGNAL CONTROLLERS WITH SEPAC SOFTWARE, ETHERNET READY, AND COMPATIBLE WITH MDOT'S EXISTING TRAFFIC SIGNAL MANAGEMENT SOFTWARE. ALL TRAFFIC SIGNAL CONTROLLER FIRMWARE SHALL BE CAPABLE OF DELAYING THE ONSET OF THE FLASHING YELLOW ARROW. ALL MMU'S SHALL BE ETHERNET READY, 16 CHANNEL, AND CAPABLE OF RUNNING 12 DIFFERENT MODES OF FLASHING YELLOW ARROW OPERATION. THE CONTRACTOR SHALL COORDINATE WITH MDOT FOR IP ADDRESSES ON ALL NETWORKABLE DEVICES. DEVICES INCLUDE BUT NOT LIMITED TO: CONTROLLER, MMU WITH SDLC CABLE (CONFLICT MONITOR), AND DETECTION UNITS. TRAFFIC SIGNAL CONTROLLER CABINET SHALL HAVE A 16 LOAD BAY FACILITY, REAR ACCESS DOOR, LAPTOP TRAY, AND DUAL POSITION INTERNAL LED LIGHTING. ALL TRAFFIC SIGNAL CONTROLLER CABINETS SHALL HAVE A 5 POSITION CARD RACK AND ONE 175 WATT MINIMUM POWER SUPPLY AND 4 AVAILABLE SLOTS UNLESS OTHERWISE NOTED ON PLANS.
16. FOR PROTECTED/PERMITTED LEFT TURN PHASING USING TYPE 2 FYA TRAFFIC SIGNAL HEADS, OPERATION SHALL BE AS FOLLOWS: THE PROTECTED PHASE OF THIS OPERATION SHALL DISPLAY A SOLID GREEN ARROW, FOLLOWED BY A SOLID YELLOW ARROW, AND ENDING WITH A SOLID RED ARROW. THE PERMITTED PORTION OF THIS OPERATION SHALL START WITH A FLASHING YELLOW ARROW, FOLLOWED BY A SOLID YELLOW ARROW, AND ENDING WITH A SOLID RED ARROW. THERE SHALL BE A DELAY (AS DIRECTED BY THE ENGINEER) BETWEEN THE END OF THE PROTECTED PORTION OF THIS OPERATION AND THE BEGINNING OF THE PERMITTED PORTION OF THIS OPERATION. DURING THIS DELAY, THE OPPOSING PHASE THRU HEADS ARE CAPABLE OF DISPLAYING A GREEN BALL. SIGNAL CONTROLLER WITH FIRMWARE NECESSARY TO ACCOMPLISH THIS DELAY SHALL BE PROVIDED.
17. POLES AND FOUNDATIONS OF EXISTING SIGNAL INSTALLATION REMOVALS SHALL BE CUT OFF 6" BELOW GROUND, REMOVED AND AREA RESTORED TO MATCH ADJACENT SURFACE AS DIRECTED BY THE ENGINEER.
18. ALL REMOVED EXISTING TRAFFIC SIGNAL EQUIPMENT SHALL BECOME THE PROPERTY OF THE CONTRACTOR, UNLESS SPECIFIC ITEMS ARE NOTED IN THE PLANS TO BE SALVAGED AS DIRECTED BY THE ENGINEER.
19. THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE ELECTRICAL SERVICE FROM THE POWER COMPANY SERVICE POINT TO THE POWER SERVICE PEDESTIAL. FOR SPAN WIRE INSTALLATION, POWER SHALL RUN FROM THE POWER COMPANY SERVICE POINT AERIAL TO THE SIGNAL POLE NEAREST THE CONTROLLER, THE SERVICE SHALL THEN RUN TO THE CONTROLLER AS SHOWN ON THE PLANS. FOR MAST ARM INSTALLATION, POWER SHALL RUN FROM THE POWER COMPANY SERVICE POINT UNDERGROUND DIRECTLY TO THE POWER SERVICE PEDESTAL, THEN TO THE CONTROLLER CABINET, AS SHOWN ON THE PLANS.
20. POWER SERVICE METER SHALL NOT BE MOUNTED ON THE CONTROLLER CABINET OR MAST ARM POLE SHAFTS. A SEPARATE POWER SERVICE PEDESTAL FOR MOUNTING THESE ITEMS IS REQUIRED. (SEE TSD-6 & TSD12).
21. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAKE THE NECESSARY ARRANGEMENTS WITH THE LOCAL POWER COMPANY TO PROVIDE THE POWER SUPPLY ASSEMBLY FOR ANY NEW INSTALLATION. THE CONTRACTOR SHALL PAY FOR, AT NO COST TO THE DEPARTMENT, ALL DEPOSITS, HOOK-UP CHARGES, OR OTHER SERVICE FEES REQUIRED BY THE POWER COMPANY FOR THE ESTABLISHMENT OF NEW SERVICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PAYMENT OF THE MONTHLY SERVICE BILL DURING THE LIFE OF THE PROJECT. THE COST OF ALL SUCH FEES SHALL BE CONSIDERED INCIDENTAL AND ABSORBED WITHIN EXISTING PAY ITEMS. THE DEPARTMENT OR THE LOCAL AGENCY WILL BE RESPONSIBLE FOR PAYMENT OF THE MONTHLY SERVICE BILL FOR THE NEW POWER SERVICE INSTALLATION AFTER PROJECT ACCEPTANCE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO SWAP THE ELECTRICAL SERVICE ACCOUNT OVER TO THE DEPARTMENT AFTER PROJECT ACCEPTANCE. WHEN ELECTRIC POWER SERVICE EXISTS AND IS USED FOR THE OPERATION OF AN EXISTING SYSTEM, THE MONTHLY SERVICE FEES SHALL CONTINUE TO BE PAID BY THE DEPARTMENT OR THE LOCAL AGENCY. IF THE EXISTING POWER SERVICE IS INTENDED FOR USE WITH A NEW SIGNAL SYSTEM, THEN ANY SERVICE CHARGE FEES

SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. SIMILARLY, IF AN EXISTING POWER SERVICE IS TO BE DISCONNECTED, ANY SERVICE CHARGE FEES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE COST OF ALL SUCH FEES SHALL BE CONSIDERED INCIDENTAL AND ABSORBED WITHIN EXISTING PAY ITEMS.

22. WHEN CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TEMPORARY SIGNALS TO ACCOMMODATE ROADWAY CONSTRUCTION, IT SHALL BE PAID FOR UNDER PAY ITEM 619-H1, TRAFFIC SIGNAL, LUMP SUM, UNLESS OTHERWISE NOTED ON PLANS.
23. VEHICLE LOOP ASSEMBLIES SHALL BE INSTALLED IN THE TOP LAYER OF BINDER OR EXISTING SURFACE BEFORE THE FINAL SURFACE COURSE IS APPLIED (BASED ON 2" FINAL LIFT MAXIMUM).
24. WHEN RADAR, VIDEO , OR MULTI-SENSOR DETECTION IS USED, THE SYSTEM MAY REQUIRE BOTH STOP BAR AND ADVANCE DETECTION. TSI PLANS SHOW A GENERIC LAYOUT FOR DETECTION; DETECTOR MAY BE RELOCATED PER MANUFACTURER'S RECOMMENDATIONS. NO EXTRA PAY FOR MOVING OF DETECTORS. MANUFACTURER TO HAVE FACTORY REP ON SITE DURING INSTALLATIONS UNLESS CERTIFIED BY THE MANUFACTURER. THER SHOULD BE NO EXTRA PAY FOR MOVING OF DETECTORS. DETECTION CABLE WILL BE MEASURED BY THE LINEAR FOOT, MEASURED HORIZONTALLY ALONG THE CONDUIT, MESSENGER CABLE OR MAST ARM AND VERTICALLY ALONG THE POLE. DETECTION CABLE FOR CAMERAS, THE POWER AND VIDEO CABLE MAY BE IN THE SAME JACKET. ALL DETECTION UNITS SHALL BE NETWORKABLE DEVICES AND BE ON THE MDOT NETWORK IF NOTED ON PLANS.
25. ALL GROUNDING EQUIPMENT SHALL BE COST ABSORBED.
26. MESSENGER CABLE AND OTHER SUPPORTING DEVICES WHERE REQUIRED SHALL BE ABSORBED IN THE PAY ITEMS FOR SIGNAL CABLE.
27. THE CONTRACTOR SHALL STAKE THE LOCATION OF EACH POLE FOUNDATION AND NOTIFY THE PROJECT ENGINEER FOR CONCURRENCE IN THE LOCATION BEFORE PROCEEDING WITH THE PURCHASE OF THE POLE.
28. THE CONTRACTOR SHALL BE REQUIRED TO ADEQUATELY AND COMPLETELY COVER TRAFFIC SIGNAL HEADS DURING TIMES THAT THEY ARE NOT IN OPERATION WITH A DURABLE, OUTDOOR- HARDENED MATERIAL THAT CONTRASTS WITH THE COLOR OF THE HEAD THAT CLEARLY DESIGNATES THAT THE SIGNAL IS NOT IN "STOP AND GO" MODE. HEAD COVERS ARE TO BE APPROVED BY THE ENGINEER.
29. A NEW TRAFFIC SIGNAL INSTALLATION SHALL BE PUT IN FLASH OPERATION FOR A PERIOD OF THREE (3) TO SEVEN (7) DAYS PRIOR TO THE ACTIVATION OF THE SIGNAL'S "STOP AND GO" OPERATION. ACTIVATION OF NEW TRAFFIC SIGNALS SHALL BE DURING A MID-WEEK WEEKDAY (TUESDAY – THURSDAY) DURING A NON-PEAK TIME AND SHALL BE COORDINATED WITH THE ENGINEER. UPON INITIAL INSPECTION AND ACCEPTANCE TESTING OF THE NEW TRAFFIC SIGNAL INSTALLATION, THE CONTRACTOR SHALL REQUEST THE START OF THE 30 DAY BURN-IN PERIOD TO COMMENCE, AS OUTLINED IN SUBSECTION 631.03.4 OF THIS SPECIFICATION. ANY NOTED DEFICIENCIES FOUND WITHIN THAT 30 DAY PERIOD SHALL BE CORRECTED TO THE SATISFACTION OF THE ENGINEER. THE 30 DAY BURN-IN PERIOD MUST COMMENCE WITHIN THE CONTRACT TIME, AND BEFORE SUBSTANTIAL COMPLETION OF THE PROJECT IS GRANTED.
30. CONTRACTOR IS RESPONSIBLE FOR SCHEDULING FINAL INSPECTION MEETING WITH DISTRICT OFFICE, PROJECT OFFICE AND TRAFFIC ENGINEERING FOR SIGNAL PORTION OF THE PROJECT.

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	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8667-18-33					WORKING NUMBER: TSD-1	
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					SCALE:						
					SURVEYED BY: CLEARPOINT ENGINEERS						
					DSGN: MWE DATE: 01/2019						
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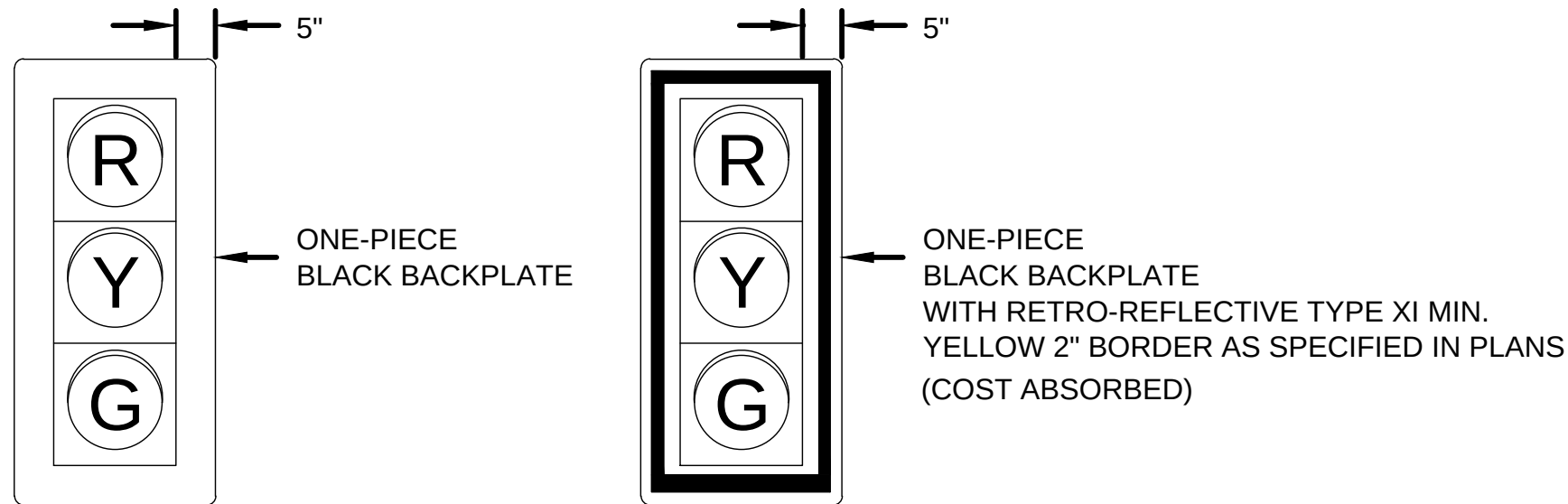
DETAIL OF TYPICAL TRAFFIC SIGNAL HEADS

TYPE 1	TYPE 2	TYPE 2A FYA	TYPE 2B FYA	TYPE 3	TYPE 4	TYPE 6	TYPE 7	TYPE H

NOTES:

- ALL SIGNAL HEADS SHALL BE BLACK IN COLOR UNLESS OTHERWISE NOTED ON THE PLANS.
- ALL SIGNAL HEADS SHALL BE L.E.D. LENSES UNLESS OTHERWISE NOTED ON THE PLANS. TYPE "A" SIGNAL HEAD IS TO BE GEOMETRICALLY PROGRAMMED VIA LOUVERS.
- LETTER "R" ON HEAD TYPES MEANS RIGHT TURN ARROW(S).
- TYPE 6 SIGNAL HEAD SYMBOLS/NUMBERS SHALL BE FULLY ILLUMINATED (NO OUTLINE SYMBOLS ALLOWED). THERE IS A SEPARATE PAY ITEM FOR PEDESTRIAN PUSHBUTTON. PEDESTRIAN PUSHBUTTON SHALL BE FURNISHED WITH R10-3e SIGN. (COST ABSORBED).
- ALL FYA SIGNAL HEAD SHALL BE FURNISHED WITH R10-12M SIGN. WHEN NOTED ON PLANS, TYPE 4 & 5 SIGNAL HEADS SHALL BE FURNISHED WITH R10-10L, R10-10R, OR R10-17M SIGN. TYPE 7 SIGNAL HEAD SHALL BE FURNISHED WITH R10-12 SIGN. TYPE 7 R REQUIRES NO SIGN. TYPE H SIGNAL HEAD SHALL BE FURNISHED WITH R10-23 SIGN WHEN INDICATED ON PLANS. COST OF SIGNAL SIGNS, MOUNTING BRACKETS, HARDWARE, AND LABOR SHALL BE COST ABSORBED.
- FOR SPAN WIRE INSTALLATION, THE HOUSING FOR THE RED INDICATION OF A TYPE 7 HEAD, SHALL BE ALUMINUM.

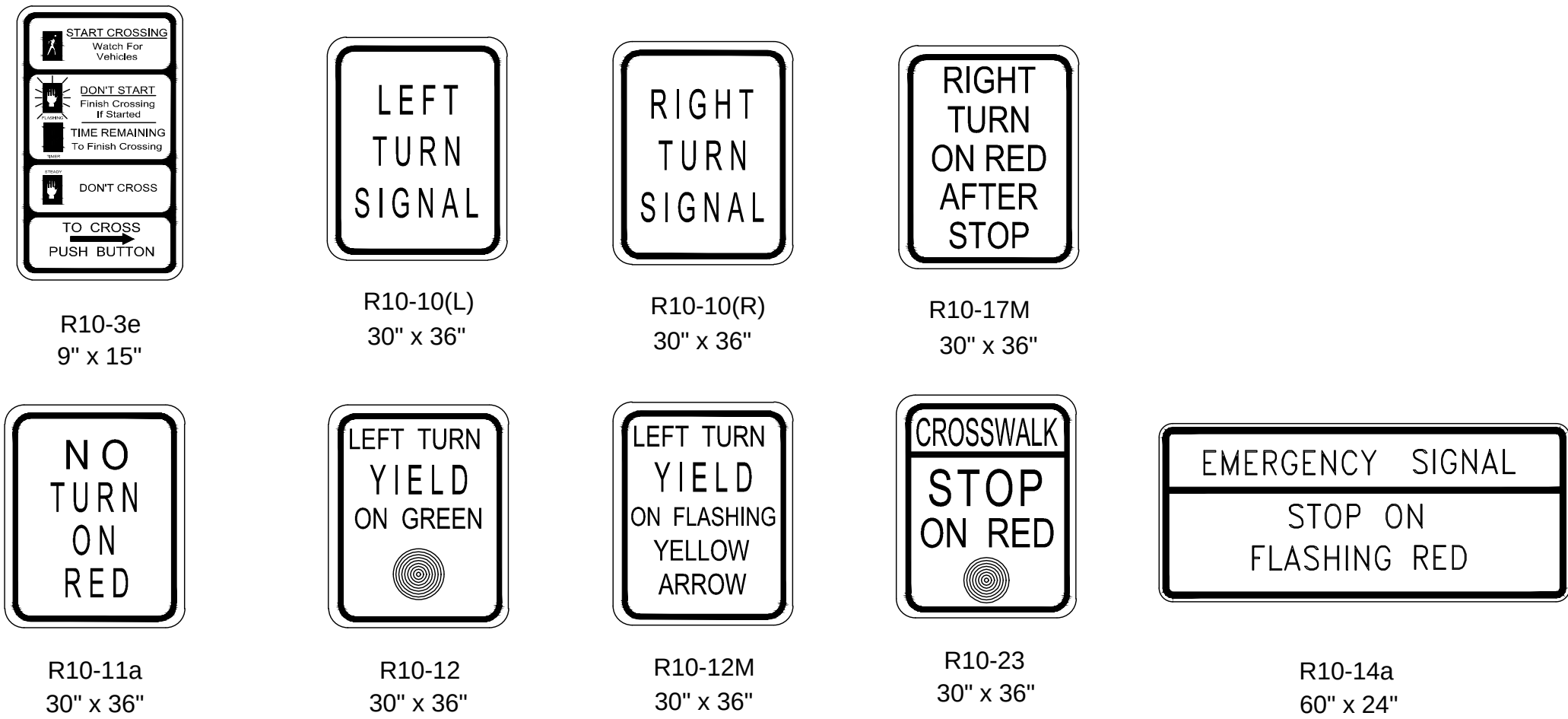
DETAIL OF TRAFFIC SIGNAL WITH BACKPLATE



NOTE:

ALL SIGNAL HEADS SHALL INCLUDE BACKPLATES AND VISORS UNLESS OTHERWISE NOTED ON TRAFFIC SIGNAL INSTALLATION SHEETS.

DETAIL OF TYPICAL TRAFFIC SIGNAL SIGNS



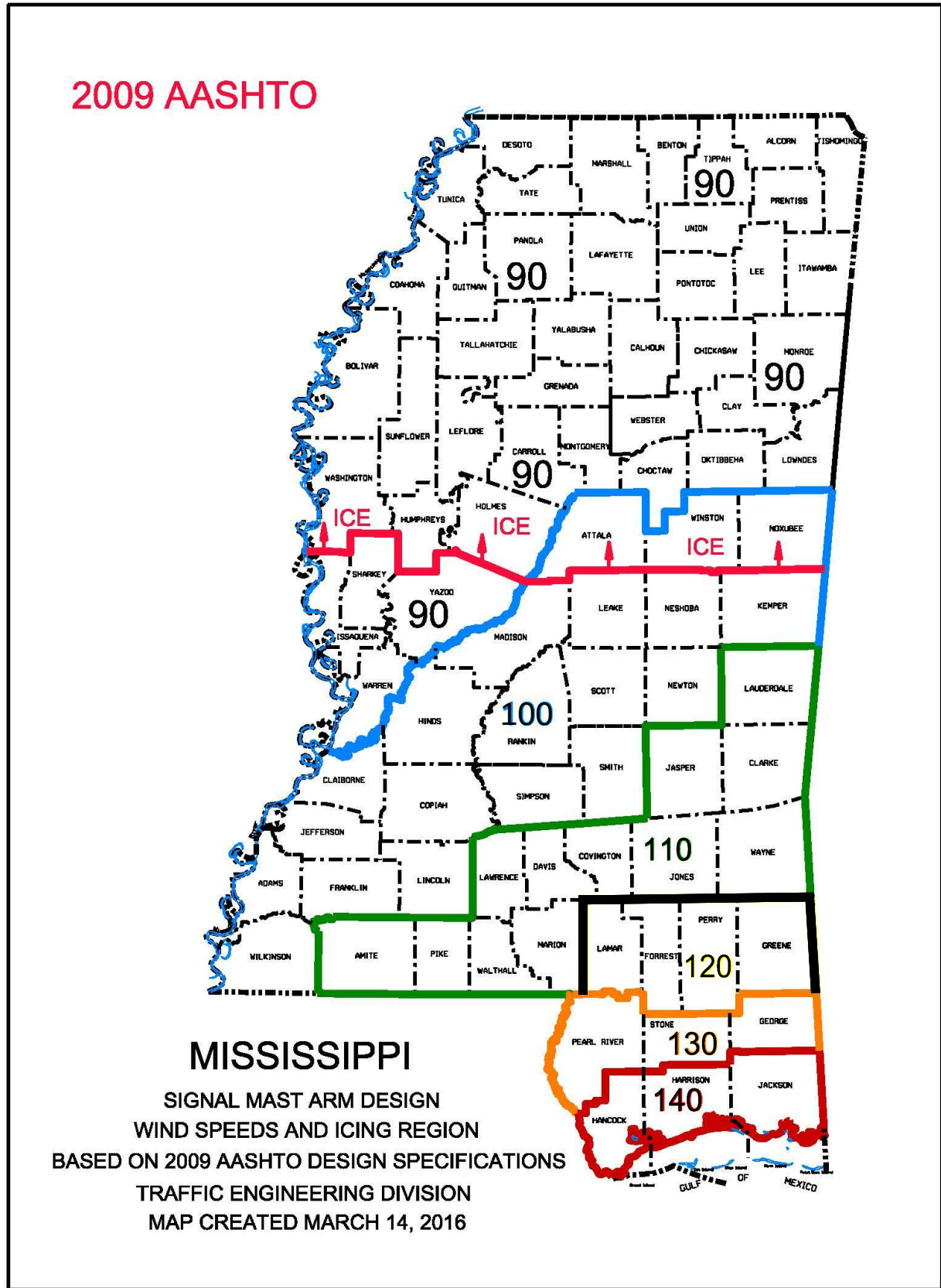
NOTES:

- ALUMINUM SIGN BLANKS ARE TO BE ALUMINUM ALLOY 5052-H38 AND 0.10" THICK.
- THE SIGNS SHALL BE SUPPLIED WITH MOUNTING BRACKETS AND HARDWARE AS REQUIRED.
- NUMBER 12 PLATED JACK CHAINS SHALL BE ATTACHED TO THE BOTTOM OF ALL SPAN WIRE MOUNTED SIGNS.
- CHAINS SHALL BE ATTACHED TO SIGN AND TETHER USING "S" HOOKS.
- THE SIZE OF THE SIGN BLANK, LEGEND, BORDER AND THE COLOR OF THE BACKGROUND AND LEGEND IS TO CONFORM TO THE M.U.T.C.D. (LATEST EDITION).
- REFLECTIVE SHEETING FOR TRAFFIC SIGNS SHALL BE TYPE XI PRISMATIC RETROREFLECTIVE SHEETING.

SIGNAL PLAN LEGEND

	SIGNAL HEAD REQUIRED / TYPE
	PEDESTRAIN HEAD REQUIRED
	EXISTING SIGNAL HEAD
	SIGN
	VEHICLE LOOP DETECTOR
	QUADRAPOLE VEHICLE LOOP DETECTOR
	VEHICLE LOOP DETECTOR NUMBER
	WIRELESS MAGNETOMETER SENSOR
	BASE MOUNTED CABINET FOR SIGNAL CONTROLLER
	POLE MOUNTED CABINET FOR SIGNAL CONTROLLER
	EXISTING POLE
	POLE REQUIRED
	NEW PEDESTAL POLE
	MAST ARM POLE REQUIRED
	EXISTING PULLBOX
	PULLBOX REQUIRED (TYPE SPECIFIED ON PLAN SHEETS)
	RADAR DETECTOR (RD)
	VIDEO DETECTOR (VD)
	MULTI SENSOR DETECTOR (MS)
	OPTICAL DETECTOR UNIT
	CONDUIT
	ROLL PIPE
	LUMINAIRE
	DECORATIVE LUMINAIRE
	GROUND MOUNTED PEDESTAL SERVICE PANEL
	RADIO INTERCONNECT ANTENNA
	TWO-WAY WIRELESS ANTENNA
	WIRELESS REPEATER
	PTZ / FIXED CAMERA
	P.B. PUSH BUTTON
	S.C. SHIELDED CABLE
	POW POWER CABLE
	LUM LUMINAIRE POWER CABLE
	ODC OPTICAL DETECTOR CABLE
	8c NUMBER OF CONDUCTORS
	I.C. INTERCONNECT CABLE
	RAD RADIO COMMUNICATIONS CABLE
	FO FIBER OPTIC CABLE (72 SM)
	FO DROP FIBER DROP CABLE (12 SM)
	DC DETECTION CABLE
	STOP BAR DETECTION ZONE
	ADVANCED DETECTION ZONE

WIND SPEEDS AND ICING REGION MAP



2009/2013 AASHTO WIND LOAD LIST BY COUNTY

COUNTY	BASIC WIND SPEED MPH	ICE LOADING REQD
Adams	100	NO
Alcorn	90	YES
Amite	110	NO
Attala	100	YES
Benton	90	YES
Bolivar	90	YES
Calhoun	90	YES
Carroll	90	YES
Chickasaw	90	YES
Choctaw	90	YES
Claiborne	100	NO
Clarke	110	NO
Clay	90	YES
Coahoma	90	YES
Copiah	90	NO
Covington	110	NO
DeSoto	90	YES
Forrest	120	NO
Franklin	100	NO
George	130	NO
Greene	120	NO
Grenada	90	YES
Hancock	140	NO
Harrison	140	NO
Hinds	100	NO
Holmes	90	YES
Humphreys	90	YES
Issaquena	90	NO
Itawamba	90	YES
Jackson	140	NO
Jasper	110	NO
Jefferson	100	NO

COUNTY	BASIC WIND SPEED MPH	ICE LOADING REQD
Jefferson Davis	110	NO
Jones	110	NO
Kemper	100	NO
Lafayette	90	YES
Lamar	120	NO
Lauderdale	110	NO
Lawrence	110	NO
Leake	100	NO
Lee	90	YES
Leflore	90	YES
Lincoln	100	NO
Lowndes	90	YES
Madison	100	NO
Marion	110	NO
Marshall	90	YES
Monroe	90	YES
Montgomery	90	YES
Neshoba	100	NO
Newton	100	NO
Noxubee	100	YES
Oktibbeha	90	YES
Panola	90	YES
Pearl River	130	NO
Perry	120	NO
Pike	110	NO
Pontotoc	90	YES
Prentiss	90	YES
Quitman	90	YES
Rankin	100	NO
Scott	100	NO
Sharkey	90	NO
Simpson	100	NO
Smith	100	NO
Stone	130	NO
Sunflower	90	YES
Tallahatchie	90	YES
Tate	90	YES
Tippah	90	YES
Tishomingo	90	YES
Tunica	90	YES
Union	90	YES
Walthall	110	NO
Warren	90	NO
Washington	90	YES
Wayne	110	NO
Webster	90	YES
Wilkinson	100	NO
Winston	100	YES
Yalobusha	90	YES
Yazoo	90	NO

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REVISIONS

NO.	DATE	BY	DESCRIPTION

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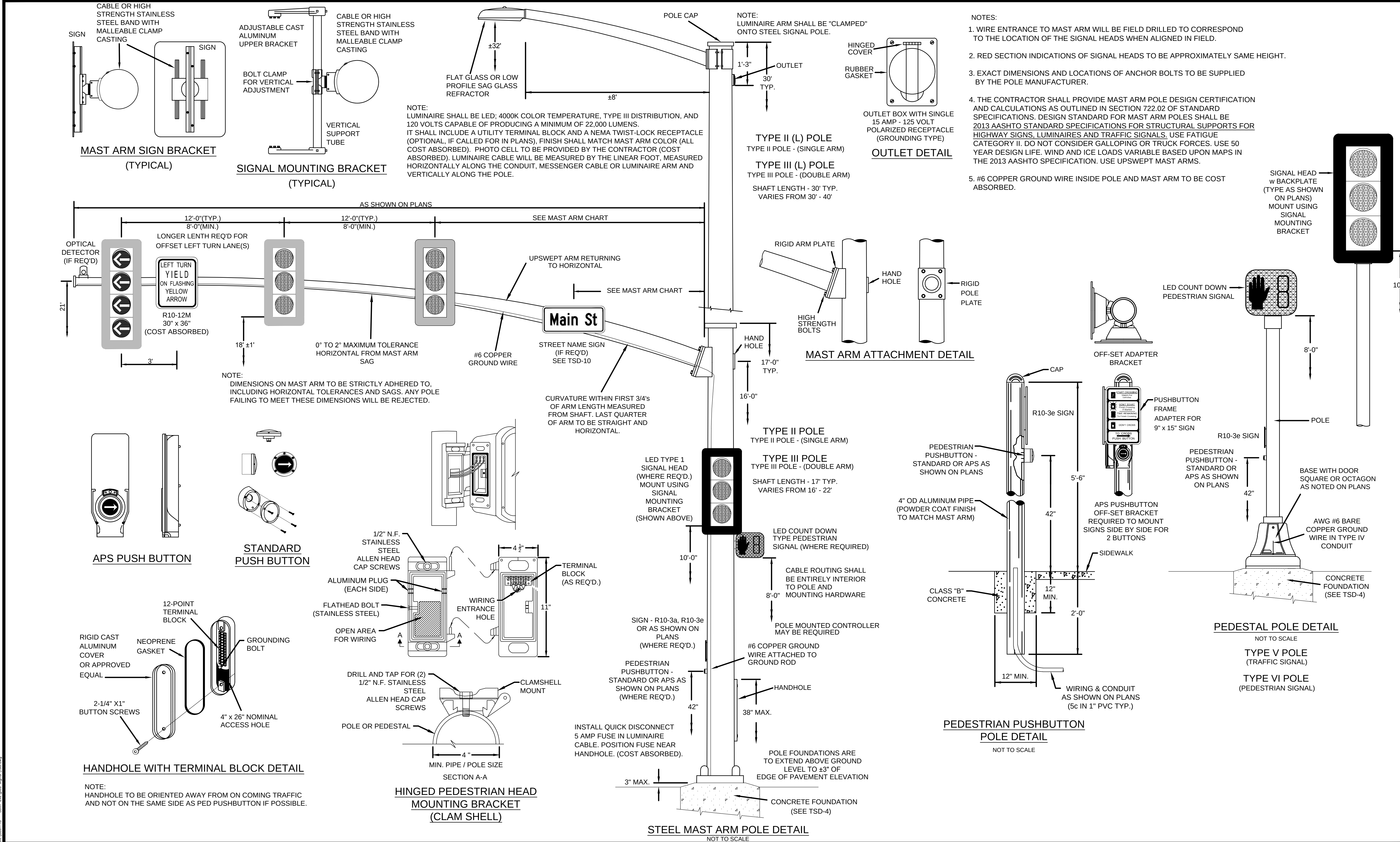
38TH AVENUE PATHWAY

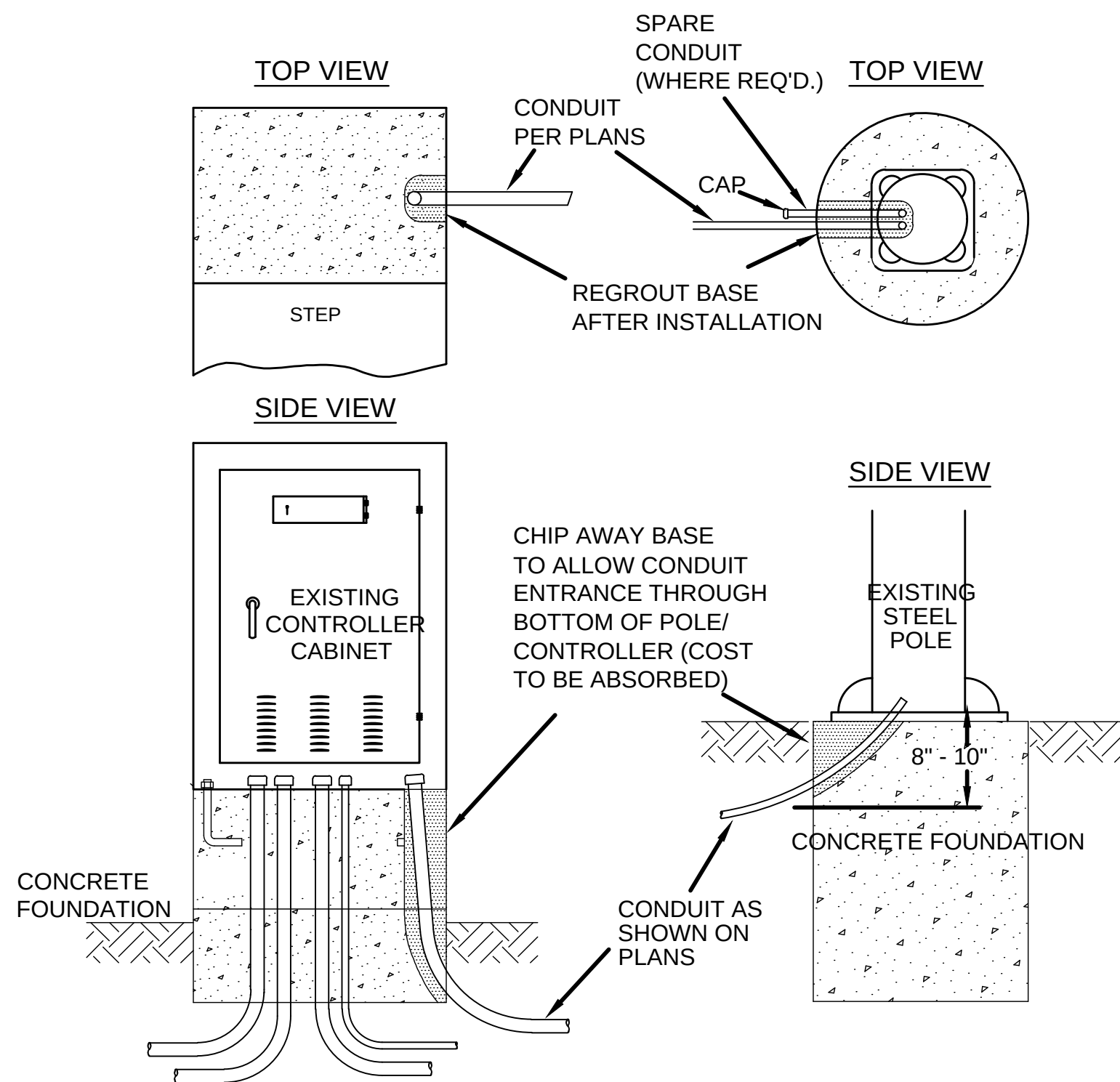
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



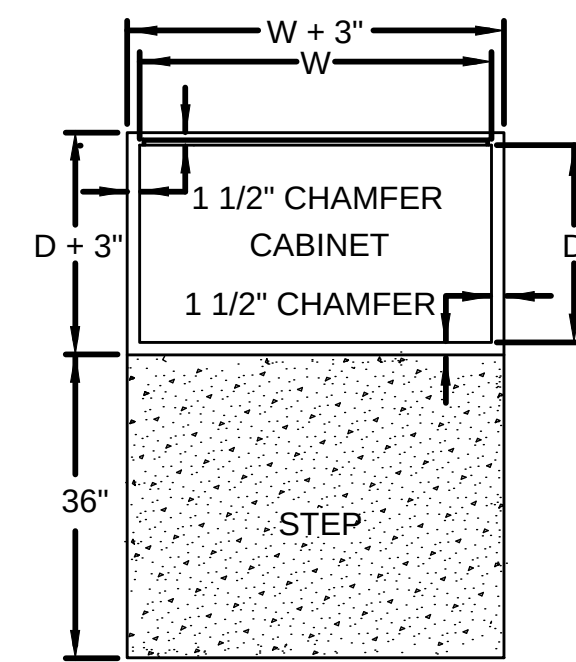
TRAFFIC SIGNAL STANDARDS

WORKING NUMBER:	DRAWING NUMBER:
TSD-2	27





CONDUIT ENTRANCE DETAIL
(EXISTING CABINET OR POLE)

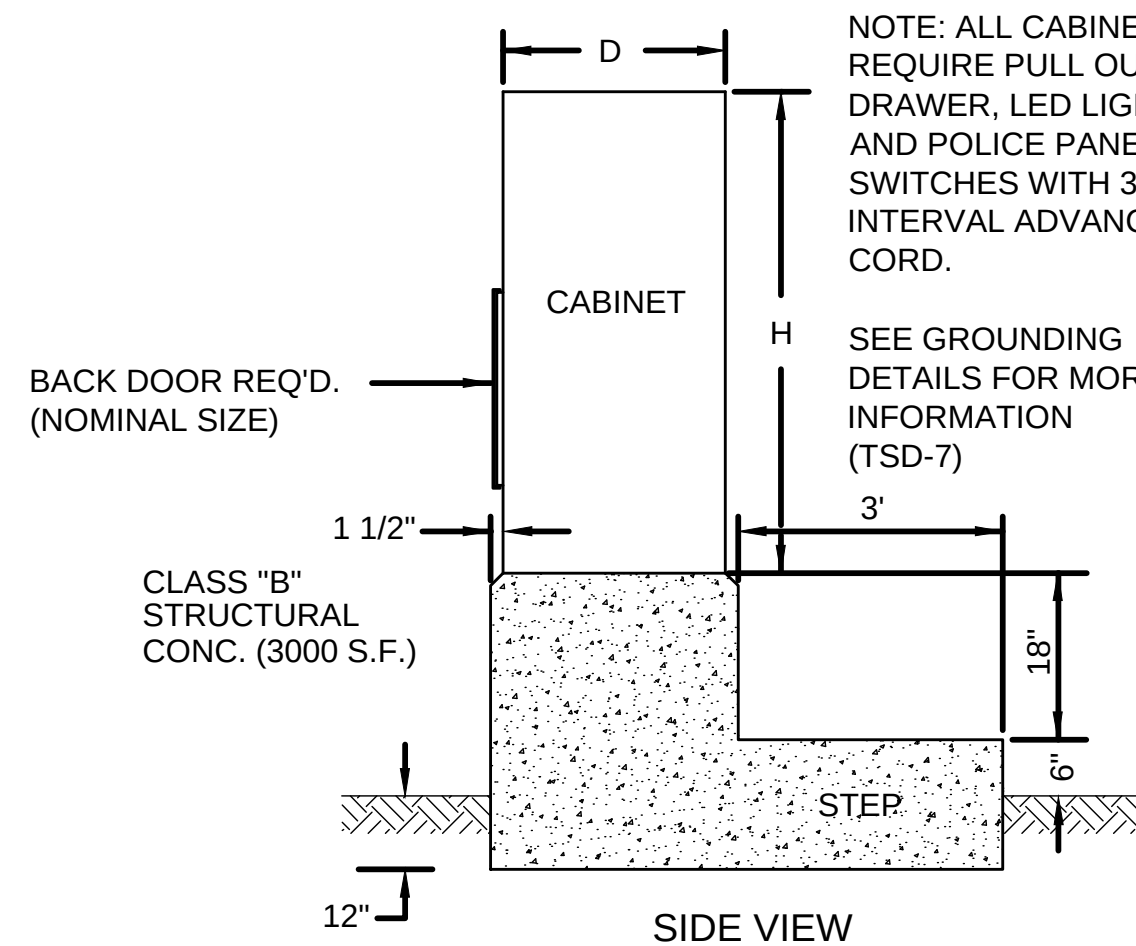


PLAN VIEW

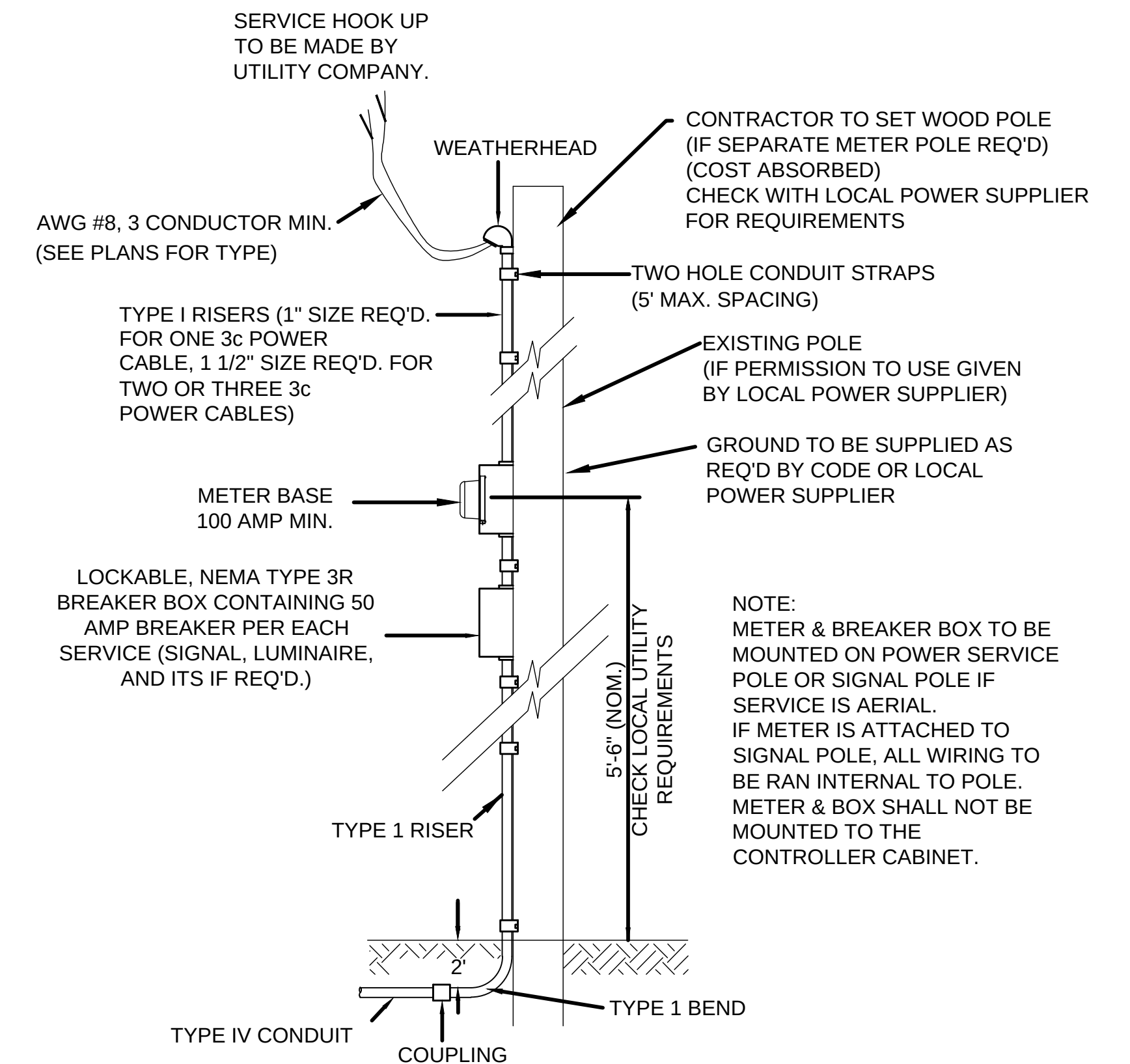
CABINET INFORMATION

TYPE	SIZE (MIN.)	LOAD BAY
TYPE I CABINET	51"H x 30"W x 18"D	8 POSITION
TYPE II CABINET	51"H x 36"W x 18"D	12 POSITION
TYPE III CABINET	56"H x 44"W x 27"D	16 POSITION
TYPE IV CABINET	56"H x 57"W x 29"D	16 POSITION
TYPE V CABINET	77"H x 44"W x 27"D	16 POSITION

TYPE I AND II MAY BE POLE OR BASE MOUNTED, ALL OTHERS ARE BASE MOUNT. CONTRACTOR TO VERIFY CABINET SIZE BEFORE POURING FOUNDATION.

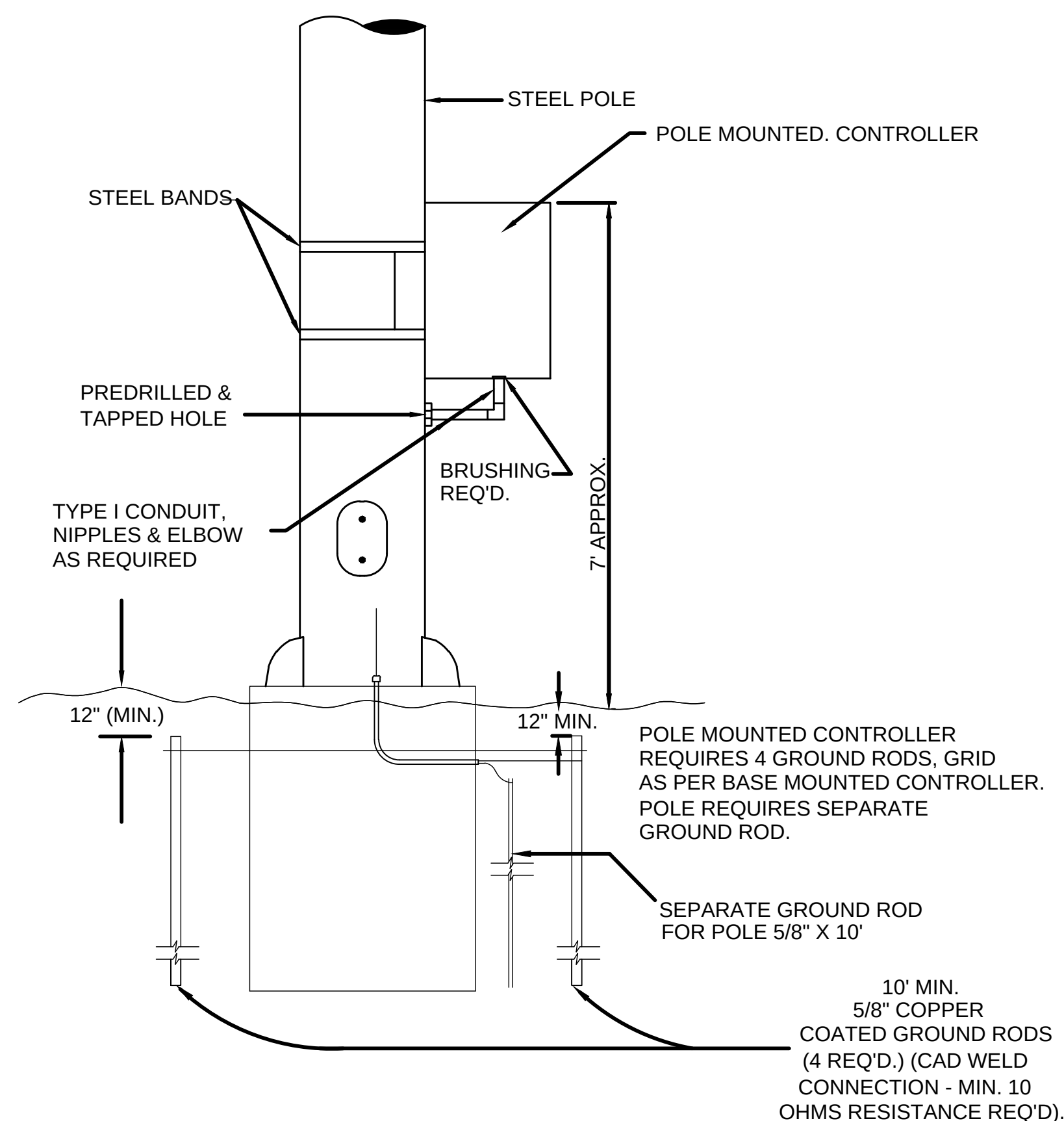


NOTE: THE BASE MOUNTED CABINET IS TO BE SITUATED IN THE OPTIMUM POSITION FOR VIEWING THE CONTROLLER OPERATION AND THE ON STREET SIGNAL DISPLAYS SIMULTANEOUSLY. THIS POSITION IS TO BE DETERMINED IN THE FIELD BY THE ENGINEER.



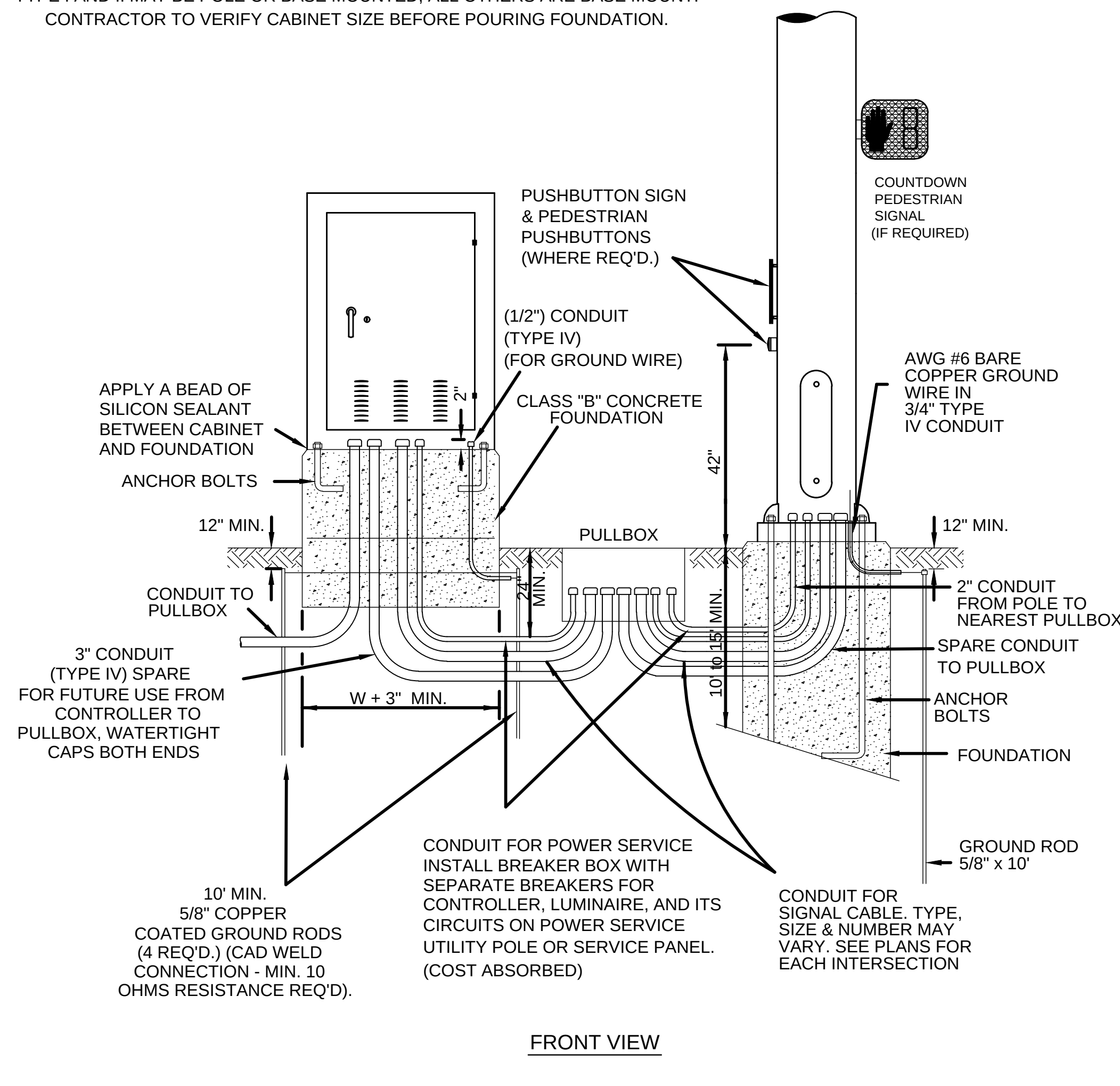
POWER SERVICE DETAIL

TO BE USED FOR SERVICE DOWN POLE OR WHEN METER IS SET ON POLE. SEE TSD-7 FOR POWER SERVICE PEDESTAL DETAILS.



TYPICAL DETAIL FOR POLE MOUNTED CONTROLLER

NOT TO SCALE



FRONT VIEW

TYPICAL DETAIL OF BASE FOR CONTROLLER EQUIPMENT CABINET

NOT TO SCALE

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38TH AVENUE PATHWAY

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

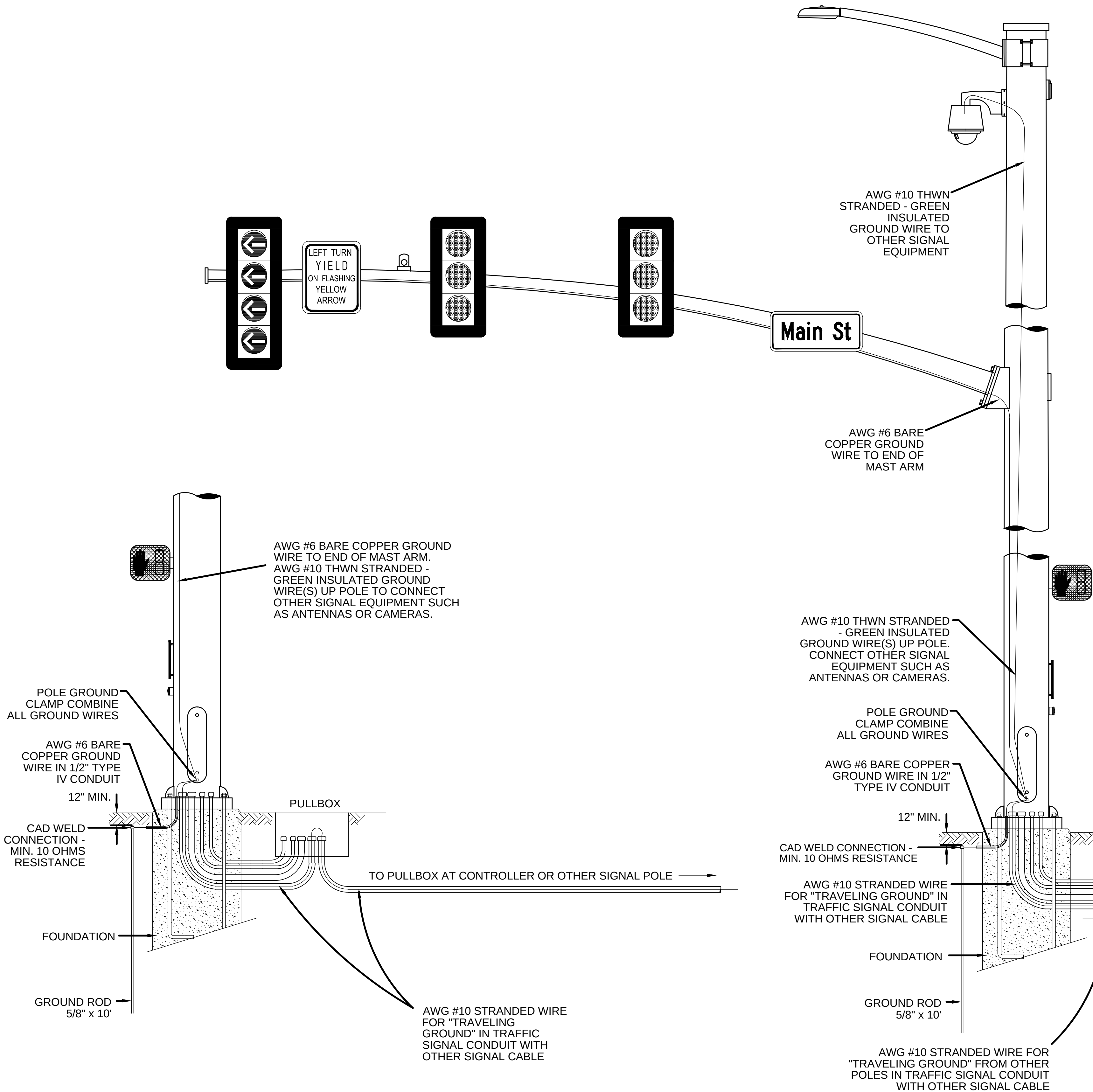


TRAFFIC SIGNAL STANDARDS

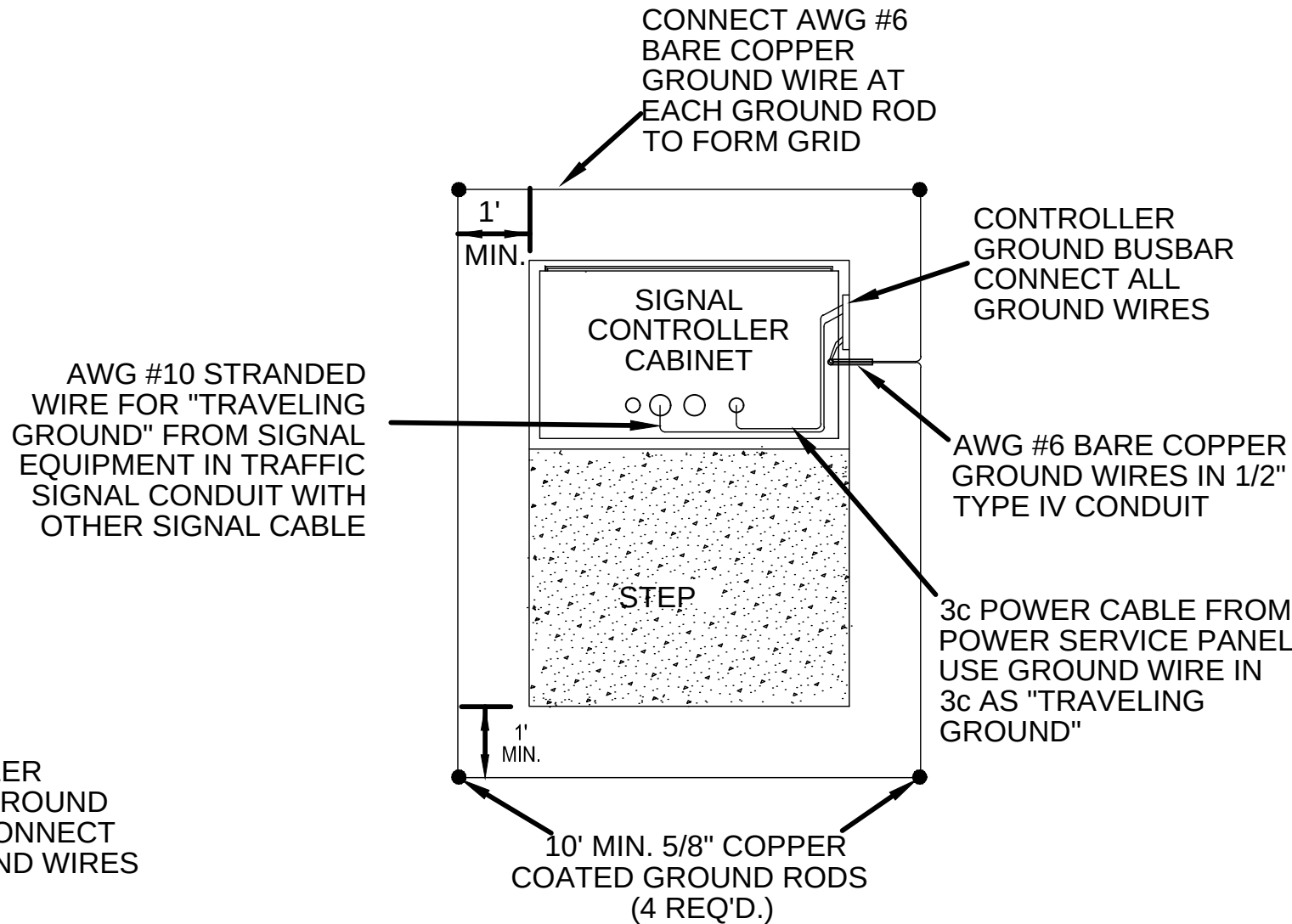
WORKING NUMBER:
TSD-5

DRAWING NUMBER:
30

- GROUNDING NOTES:
1. GROUND RODS USED SHALL BE COPPER CLAD, STEEL RODS OF THE DIAMETER AND LENGTH SHOWN ON THE PLANS. GROUND RODS SHALL CONFORM TO THE REQUIREMENTS OF UL-467. GROUNDING ROD COUPLERS SHALL BE UL APPROVED, MADE FROM BRONZE, STAINLESS STEEL OR COPPER CLAD WITH A SOLID CENTER PROVIDING 100 PERCENT CONDUCTIVITY.
 2. SINGLE GROUND RODS SHALL BE DRIVEN VERTICALLY UNTIL THE TOP OF THE ROD IS AT LEAST 12 INCHES BELOW THE FINISHED GROUND.
 3. SOLID CONDUCTOR COPPER WIRE, AWG 6 SHALL BE USED FOR GROUNDING CONDUCTOR AND BONDING JUMPERS UNLESS OTHERWISE STATED IN THE PLANS. BARE SOLID CONDUCTOR COPPER WIRE SHALL MEET THE REQUIREMENTS OF ASTM B2.
 4. #10 THWN STRANDED - GREEN INSULATED WIRE SHALL BE USED FOR TRAVELING GROUND. THIS WIRE RUNS FROM POLE TO POLE BACK TO CONTROLLER CABINET TO TIE ALL EQUIPMENT TOGETHER. IT IS INSTALLED IN THE SAME CONDUIT AS THE OTHER SIGNAL CABLES.
 5. THE GROUNDING CONDUCTOR SHALL BE CONTINUOUS AND SHALL BE CONNECTED TO A COMMON GROUND SYSTEM BETWEEN ALL SUPPORTING POLES AND STRUCTURES, TO EACH TRANSFORMER, AND TO EACH GROUNDING CONDUCTOR IN A MULTI-CONDUCTOR CABLE ASSEMBLY. ADDITIONAL GROUNDING RODS ELECTRODES (UP TO FOUR (4) RODS) SHALL BE INSTALLED TO OBTAIN A MAXIMUM VALUE OF FIVE (5) OHMS TO GROUND.
 6. BOLTED GROUNDING CONNECTIONS OF SOLDER-LESS TYPE MADE OF THE HIGH STRENGTH ELECTRICAL BRONZE WITH SILICON BRONZE CLAMPING BOLTS AND HARDWARE MAY BE USED; DESIGNED SUCH THAT, BOLTS, NUTS, LOCK WASHERS AND SIMILAR HARDWARE THAT MIGHT NICK OR OTHERWISE DAMAGE THE GROUND WIRE WILL NOT DIRECTLY CONTACT THE GROUND WIRE. GROUNDING SPLICES SHALL NOT BE INSULATED.
 7. EXOTHERMIC WELDED GROUND CONNECTIONS SHALL BE USE WHERE SPECIFIED.
 8. ALL SIGNAL EQUIPMENT AND CABLE SHALL BE PROTECTED WITH AN INLINE SURGE SUPPRESSOR IF RECOMMENDED BY THE MANUFACTURER OR A PANEL MOUNTED SURGE SUPPRESSOR AS RECOMMENDED BY THE MANUFACTURER OR APPROVED EQUAL, INSTALLED AND GROUNDED PER MANUFACTURER'S RECOMMENDATIONS.
 9. ALL GROUNDING EQUIPMENT AND WIRE SHALL BE COST ABSORBED.



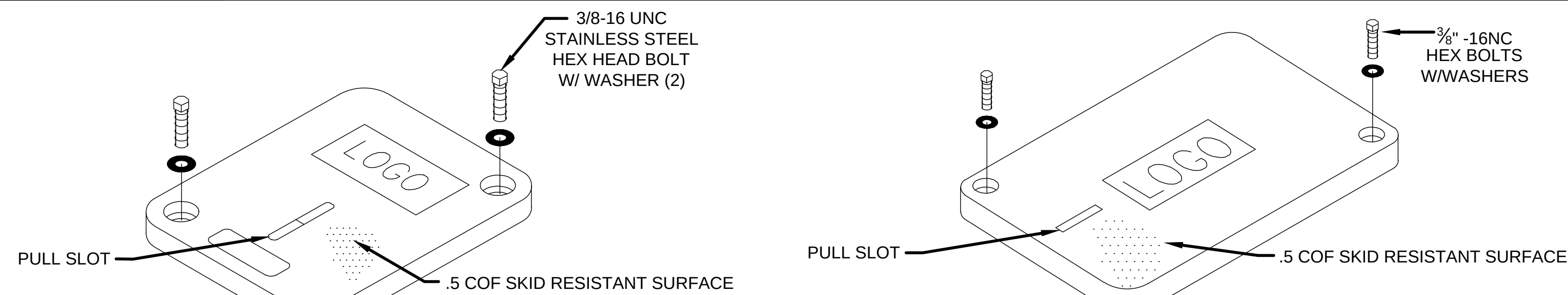
GROUNDING DETAIL
NOT TO SCALE



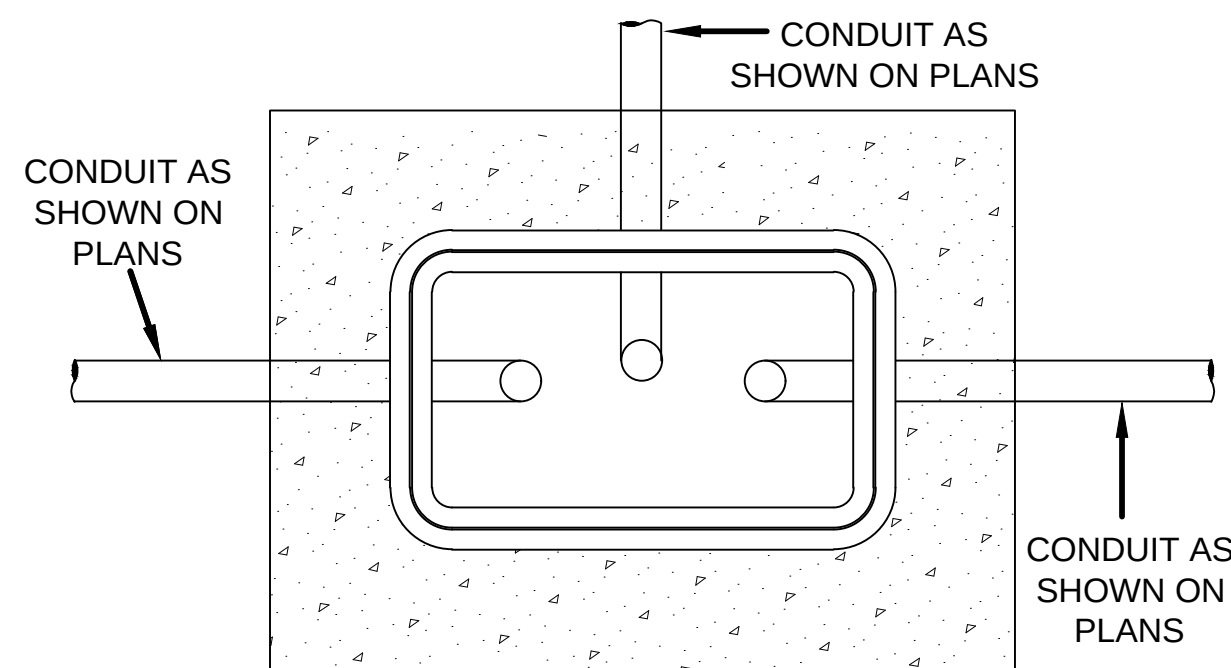
CONTROLLER PLAN VIEW
NOT TO SCALE

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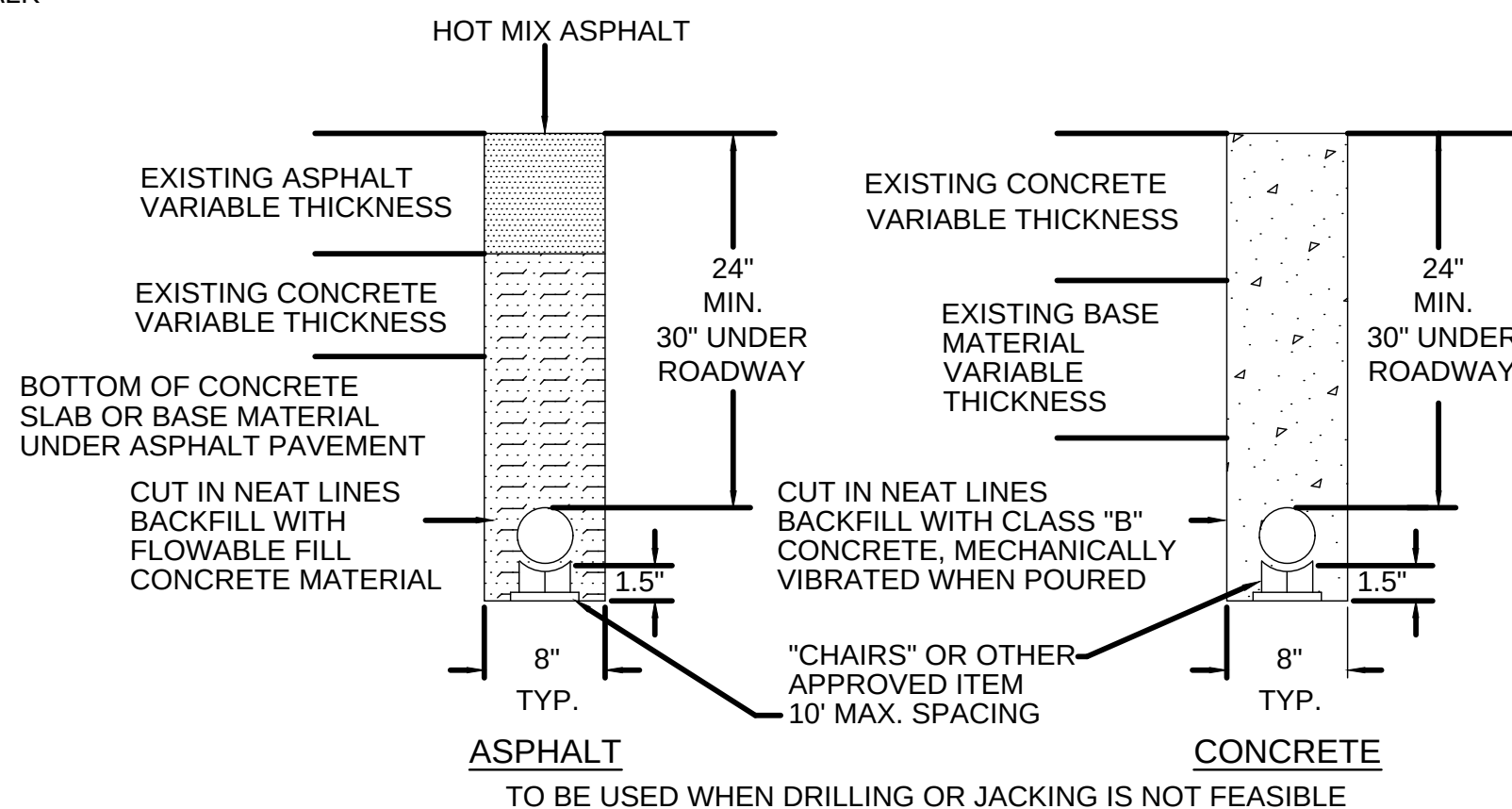
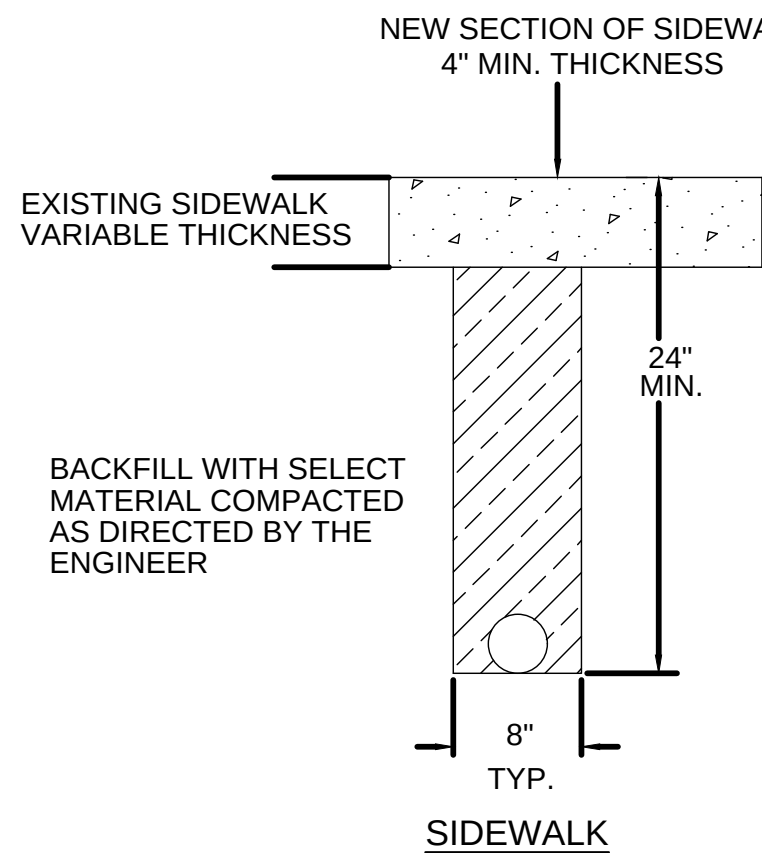
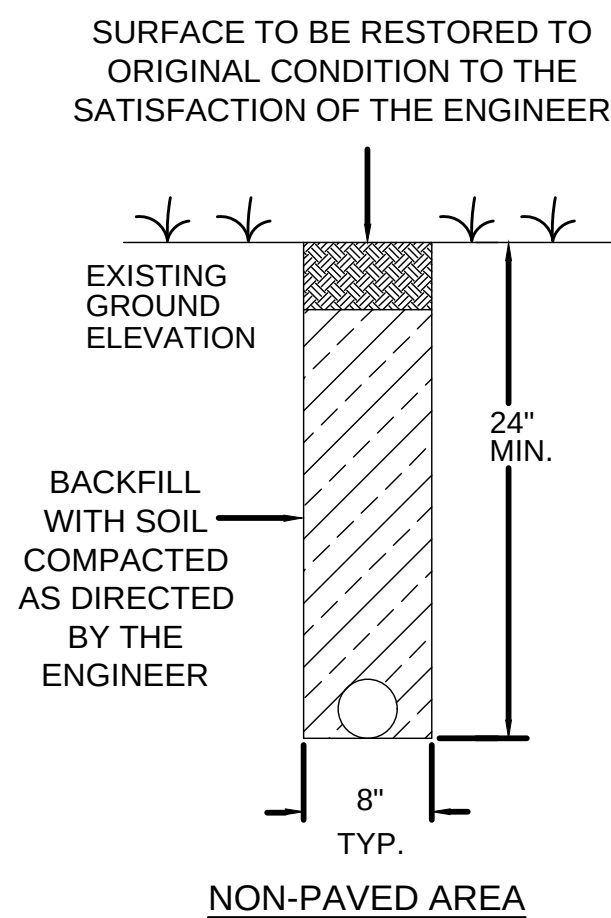
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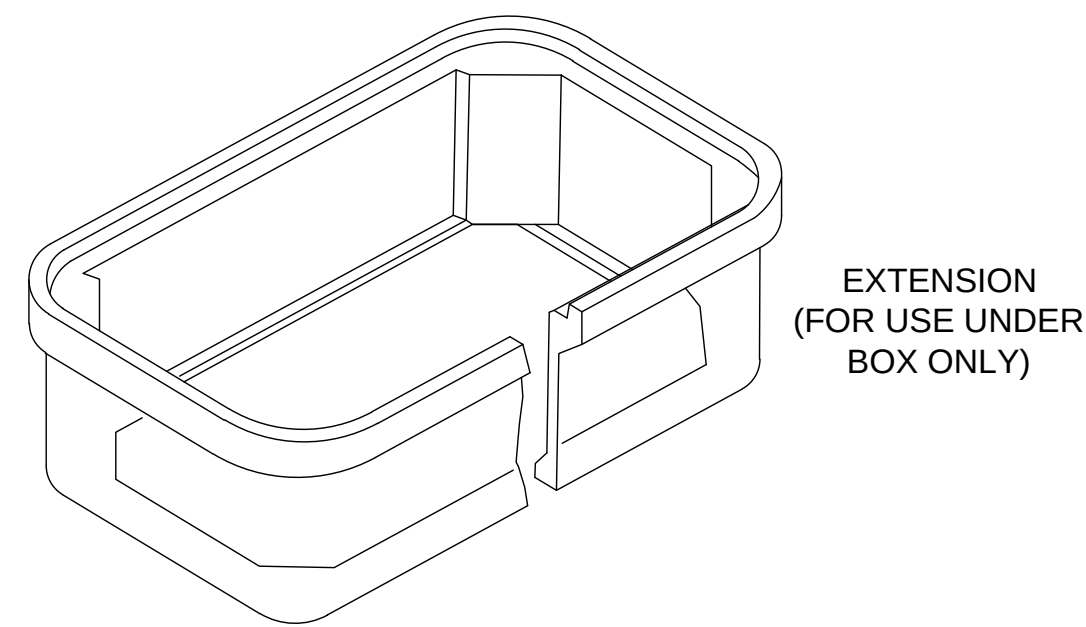
TYPE 1 PULLBOX
NOT TO SCALE



CONDUIT AT PULLBOX DETAIL
NOT TO SCALE



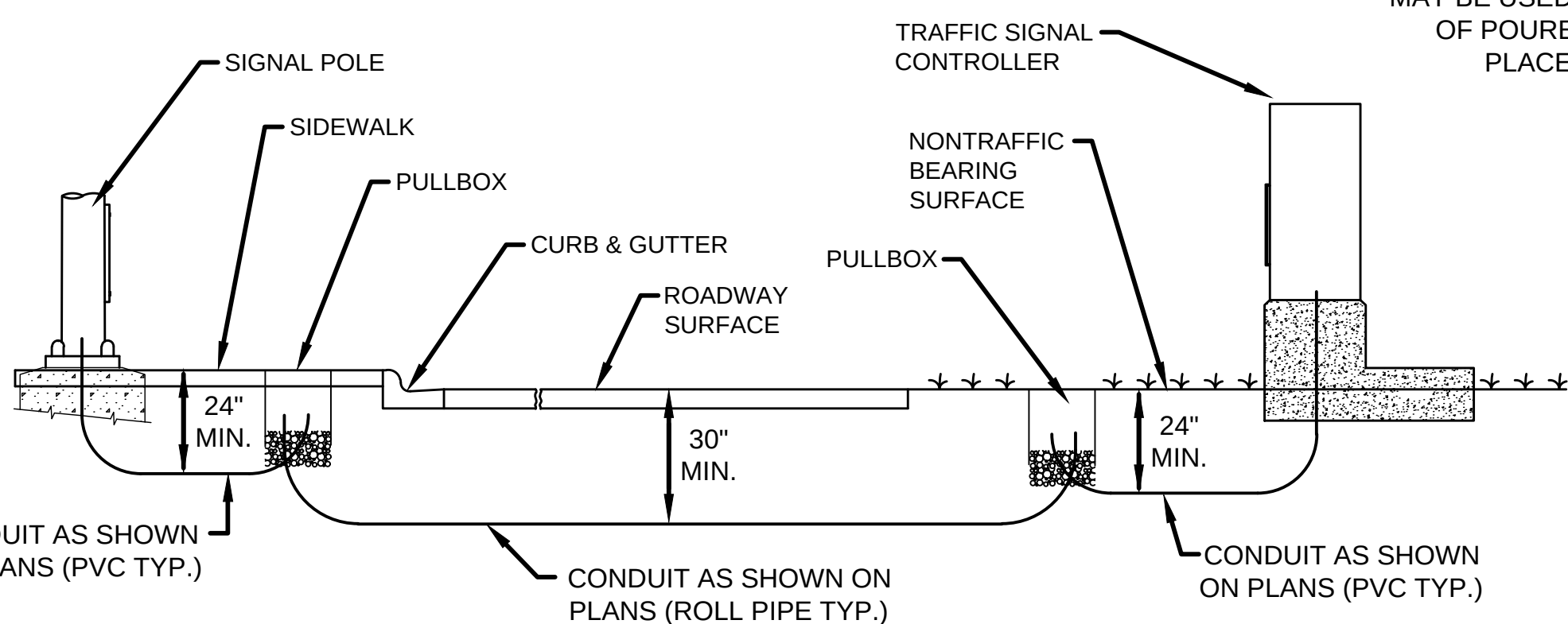
CONDUIT TRENCHING DETAIL
NOT TO SCALE



NOMINAL MINIMUM DIMENSIONS (W x L x D)

DIM	TYPE 1	TYPE 2	TYPE 3
W	11"	13"	17"
L	18"	24"	30"
D	12"	18"	24"

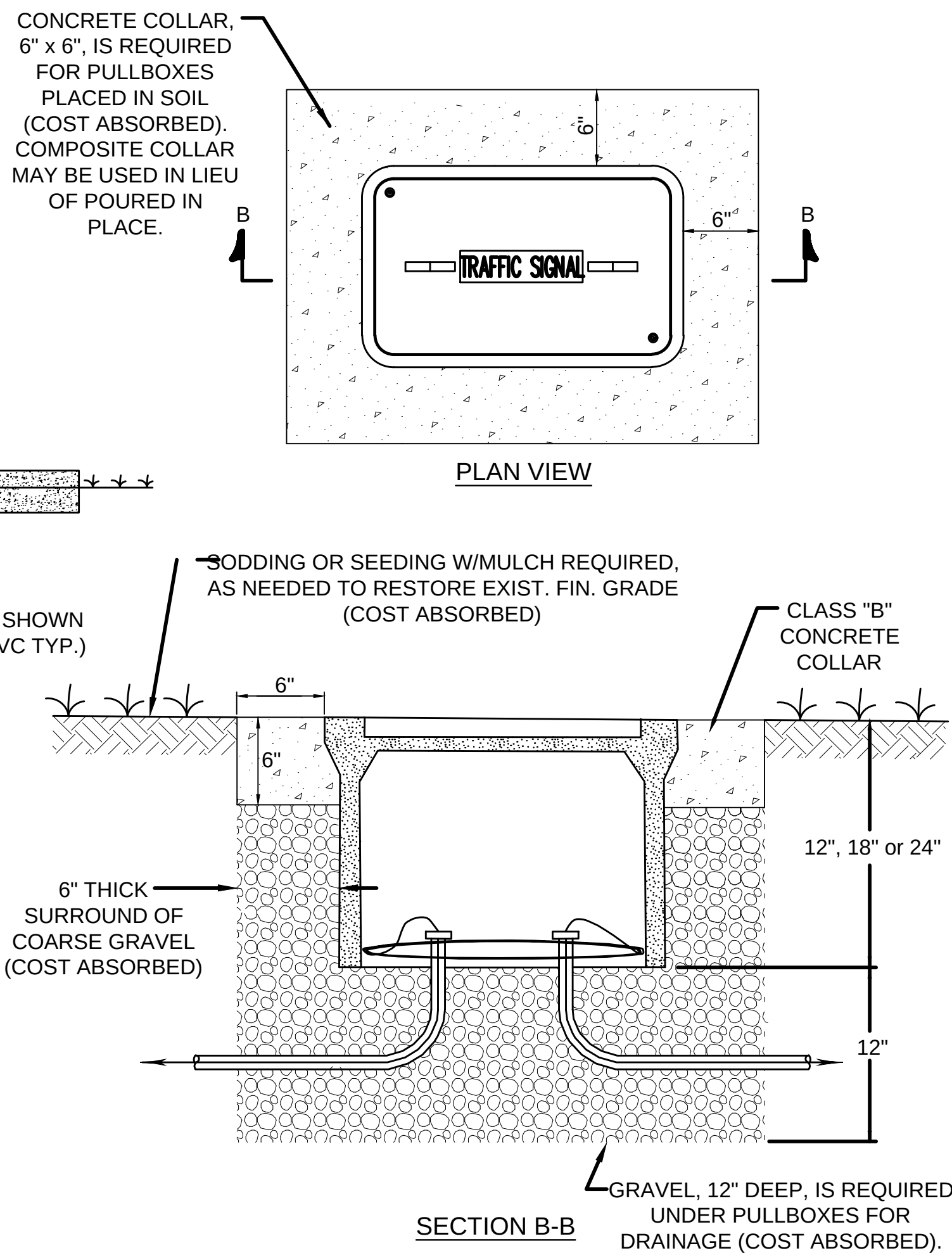
COLLARS AND GRAVEL UNDER PULLBOX REQUIRED FOR ALL TYPES OF PULLBOXES



TYPICAL CONDUIT INSTALLATION SECTION
NOT TO SCALE

- CONDUIT NOTES:
1. TOP OF CONDUIT DEPTH SHALL BE A MINIMUM OF 24" UNLESS WHEN INSTALLED UNDER PAVED ROADWAY WHERE IT SHALL BE 30" MINIMUM DEPTH.
 2. CONDUIT BORED OR DRILLED UNDER RAILROAD SHALL BE 10' MIN. BELOW RR BED, CONDUIT BORED OR DRILLED UNDER STREAMS SHALL BE 5' MIN. BELOW STEAM BED. BORE LOGS WILL BE REQUIRED FOR EACH LOCATION.
 3. PULL TAPE SHALL BE INSTALLED INTO EACH EMPTY CONDUIT (COST ABSORBED).
 4. CONDUIT TO BE SEALED WITH DUCT SEALER ONCE CABLE IS INSTALLED. BLANK DUCT PLUGS SHALL BE INSTALLED IN EACH EMPTY CONDUIT.
 5. SAWCUT SIDEWALK AT EXISTING JOINTS AND REPLACE ENTIRE SECTION TO MATCH EXISTING MATERIAL. WHEN NEW SIDEWALK IS BEING CONSTRUCTED, CONDUIT, PULLBOX, AND POLE ARE TO BE INSTALLED BEFORE SIDEWALK IS POURED.
 6. TYPE I CONDUIT IS RIGID GALV. STEEL; TYPE IV CONDUIT IS PVC; FLEXIBLE CONDUIT AND ROLL PIPE ARE HDPE.
 7. ELECTRICAL SUBCONTRACTOR SHALL COORDINATE CONDUIT INSTALLATION WORK UNDER ROADWAY WITH ROADWAY CONSTRUCTION PHASING IN ORDER TO MINIMIZE JACKING.
 8. MATERIAL REMOVED THAT IS NOT SUITABLE FOR BACKFILL OR IS EXCESS SHALL BE DISPOSED OF BY THE CONTRACTOR (COST ABSORBED).
 9. CONDUIT WILL BE MEASURED PER LINEAR FEET TO THE NEAREST FOOT FROM CENTER TO CENTER OF PULL BOX AND/OR FOUNDATION. MEASUREMENT IN UNDERGROUND CONDUIT IS ONLY IN THE HORIZONTAL PLANE AND NO ADDITIONAL QUANTITY SHALL BE ADDED FOR CONDUIT DEPTH OR CHANGE IN ELEVATION OF THE CONDUIT. ANY ABOVE GROUND VERTICAL CONDUIT RUNS, AS INDICATED IN THE PLANS, SHALL BE MEASURED PER LINEAR FEET TO THE NEAREST FOOT.

- PULLBOX NOTES:
1. GRADE LEVEL PULL BOX, ENCLOSURES, STRUCTURAL JUNCTION BOXES AND COVERS SHALL MEET THE REQUIREMENTS OF SUBSECTION 722.06 OF SPECS. ALL PULLBOXES SHALL BE TIER 22 = 22,500-POUND DESIGN LOAD, 33,750-POUND TEST LOAD.
 2. IN GENERAL, TYPE 2 BOXES ARE USED FOR CORNERS WHERE SIGNAL CONDUIT UNDER ROADWAY AND TO SIGNAL POLE MEET, TYPE 3 BOXES ARE USED AT CONTROLLER CORNER WHERE ADDITIONAL ROOM FOR EXTRA CONDUIT IS REQUIRED.
 3. LOGOS SHALL READ TRAFFIC, SIGNAL, OR TRAFFIC SIGNAL.
 4. PULLBOXES SHALL NOT BE LOCATED IN THE ROADWAY, SIDEWALK, DRIVEWAY OR OTHER PATHWAY SURFACES UNLESS SPECIFICALLY REQUIRED ON THE PLANS. THEY SHALL NOT BE LOCATED IN DRAINAGE COLLECTION AREAS AND LOCATIONS WHERE DRAINAGE RUNOFF OCCURS SHOULD BE AVOIDED WHENEVER POSSIBLE.
 5. THE FINAL GRADE OF PULLBOX TOP SHALL BE FLUSH WITH ADJACENT MATERIAL WHEN THEY MUST BE INSTALLED WITHIN SIDEWALKS, ISLANDS OR BARRIER WALLS. THE FINAL GRADE OF TOP LOCATED IN SOIL OR SODDED AREAS SHALL BE APPROXIMATELY ONE (1) INCH HIGHER THAN ADJACENT EARTH OR SODDED AREAS.



COLLAR AND GRAVEL DETAIL
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				DRWN: WTA	DATE: 01/2019
				CHKD:	DATE:
				QA/QC:	DATE:

38TH AVENUE PATHWAY

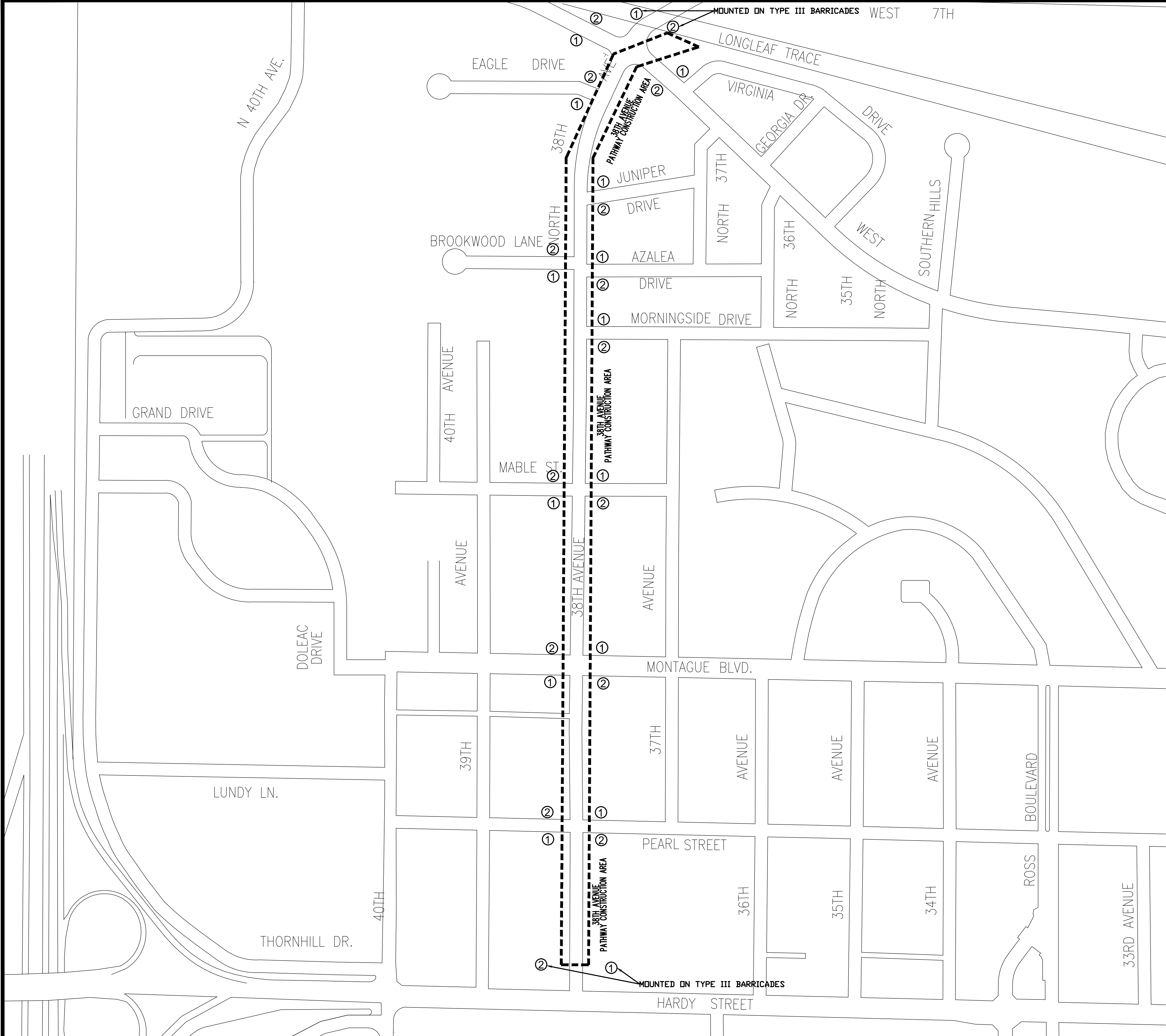
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



TRAFFIC SIGNAL STANDARDS

WORKING NUMBER:
TSD-7

DRAWING NUMBER:
32



LEGEND

①

ROAD WORK AHEAD

W20-1

36x36

MOUNTED ON U-SECTION POST

②

END ROAD WORK

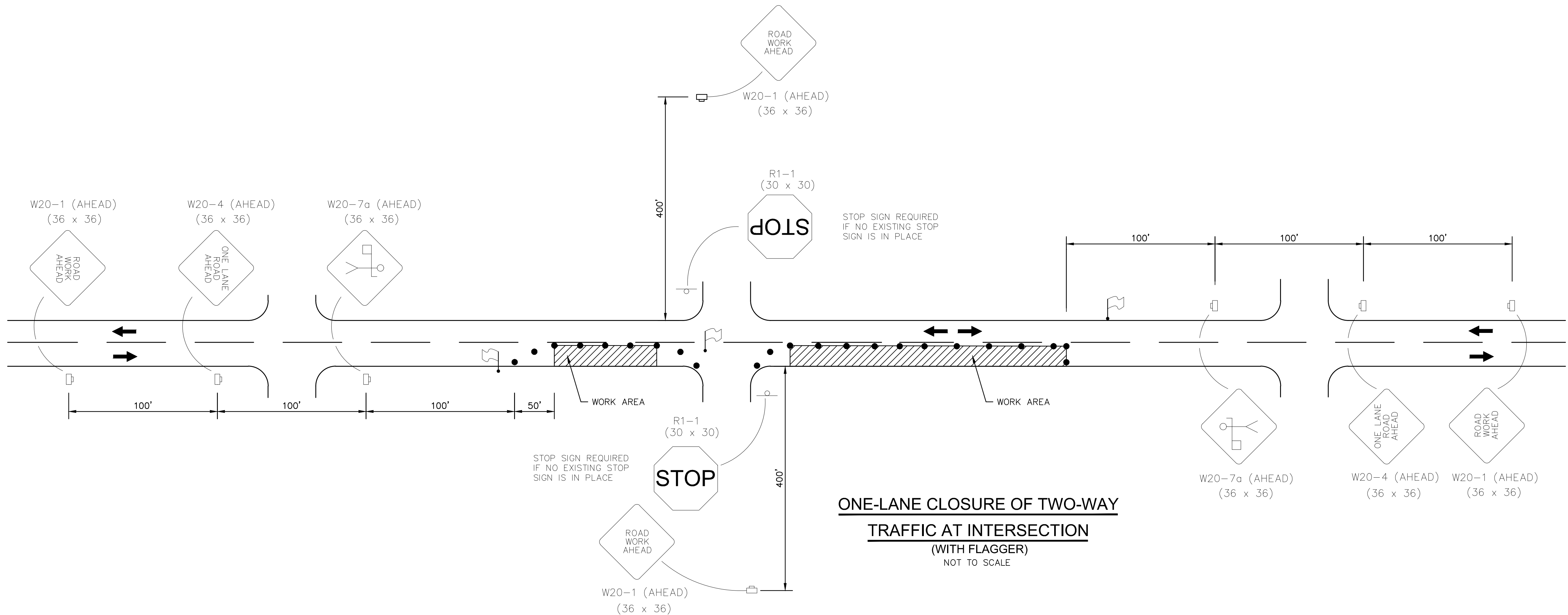
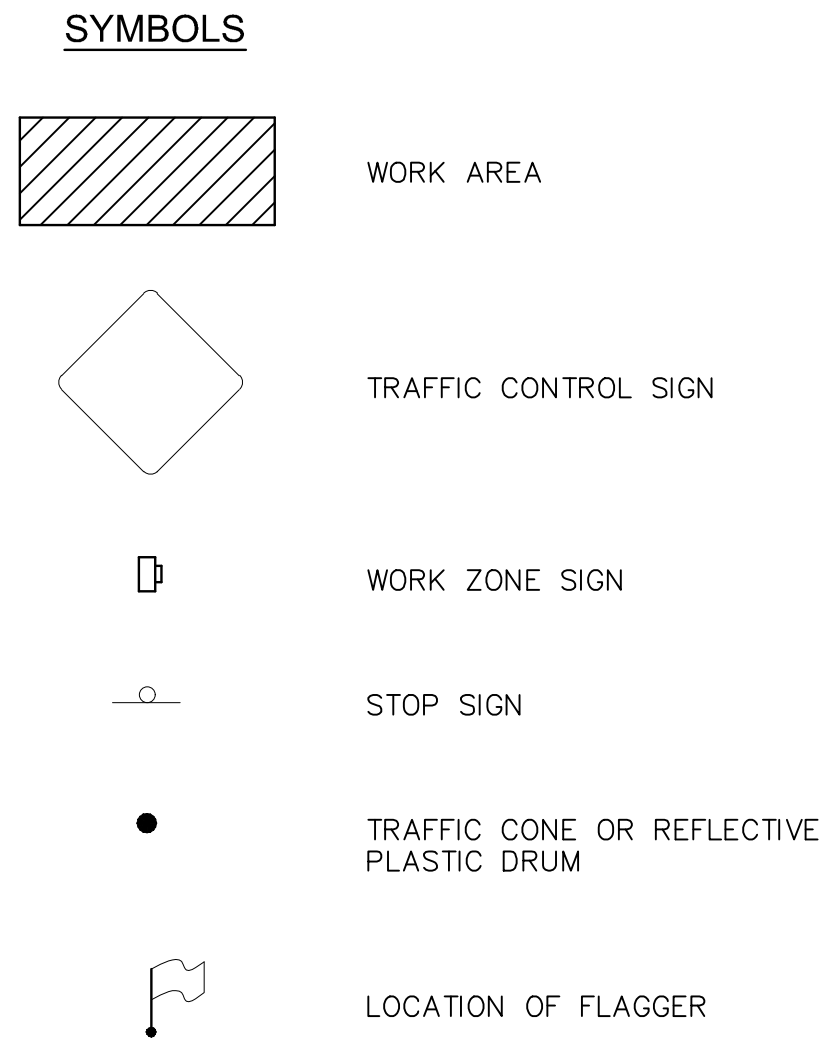
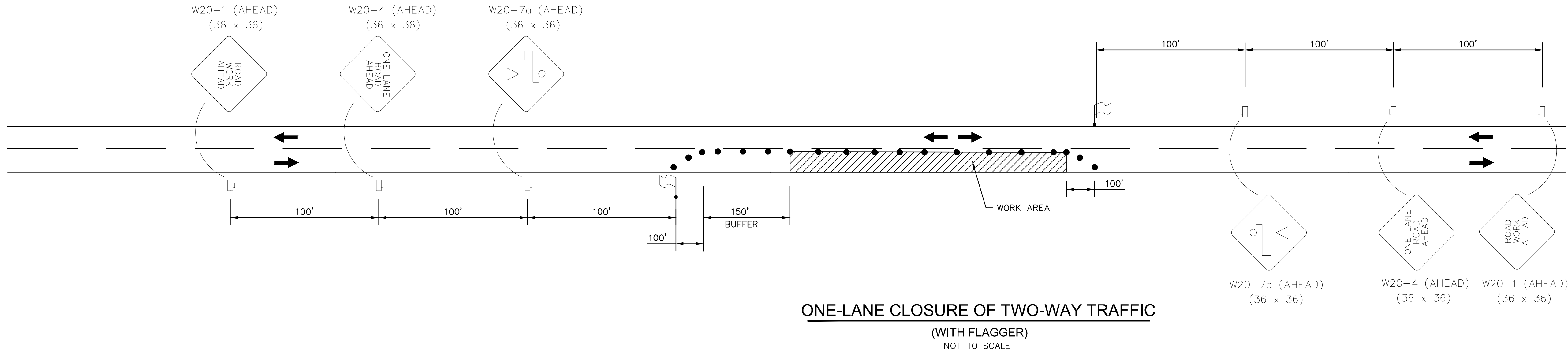
G20-2a

36x18

MOUNTED ON U-SECTION POST

- NOTES:
- 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.
 - CONTRACTOR TO MAINTAIN ACCESS TO LOCAL BUSINESSES AND HOMEOWNERS AT ALL TIMES DURING CONSTRUCTION.
 - THE LOCATION AND SPACING OF SIGNS ARE APPROXIMATE AND MAY BE ADJUSTED AS NECESSARY TO FIT FIELD CONDITIONS.
 - FLUORESCENT ORANGE SHEETING SHALL BE USED ON ALL CONSTRUCTION AND TRAFFIC CONTROL SIGNS EXCEPT FOR THOSE DESIGNATED IN THE PLANS TO BE BLACK LEGEND AND BORDER ON WHITE BACKGROUND.
 - ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION).
 - SEE SHEET TCP-2 FOR ADDITIONAL TRAFFIC CONTROL REQUIREMENTS.

NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HERINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.			REVISIONS			DRAWING INFORMATION			38TH AVENUE PATHWAY CITY OF HATTIESBURG HATTIESBURG, MS FORREST COUNTY			TRAFFIC CONTROL PLAN		
NO.	DATE	BY	DESCRIPTION			FILENAME: Traffic.dwg	SCALE: 1" = 200'	SURVEYED BY: CLEARPOINT ENGINEERS						
						DSGN: MWE	DATE: 01/2019							
						DRWN: WTA	DATE: 01/2019							
						CHKD:	DATE:							
						QA/QC:	DATE:							
												WORKING NUMBER: TCP-1		DRAWING NUMBER: 33



- GENERAL NOTES:**
- CONTRACTOR SHALL SET UP ALL TRAFFIC CONTROL DEVICES AND SIGNS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK.
 - WORK OPERATIONS SHALL BE CONFINED TO ONE TRAVEL LANE, LEAVING THE OPPOSING TRAVEL LANE OPEN TO TRAFFIC.
 - ALL VEHICLES, EQUIPMENT, WORKERS (EXCEPT FLAGGERS) AND THEIR ACTIVITIES ARE RESTRICTED AT ALL TIMES TO ONE SIDE OF THE ROADWAY.
 - FLAGGERS SHALL BE IN SIGHT OF EACH OTHER OR IN DIRECT COMMUNICATION AT ALL TIMES.
 - THE CONTRACTOR SHALL PROVIDE ACCESS (INGRESS AND EGRESS) TO LOCAL BUSINESSES AND HOMEOWNERS AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR IS REQUIRED TO NOTIFY BUSINESSES AND HOMEOWNERS 48 HOURS IN ADVANCE OF ACCESS RESTRICTIONS.
 - CHANNELIZING DEVICES SHALL BE A MINIMUM HEIGHT OF 24".
 - DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 36" X 36".
 - SPACING OF CHANNELIZING DEVICES ALONG LANE LINE AND WORK ZONE TO BE EQUAL TO THE POSTED SPEED (M.P.H.) X 1 IN FEET. (EXAMPLE 35 M.P.H. X 1 = 35')
 - 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.
 - WHEN THE WORK ZONE IS STATIONARY, THE W20-7a SIGN SHOULD BE PLACED 200 FEET IN ADVANCE OF THE FLAGGER AND SHOULD INDICATE 200' AS THE DISTANCE.
 - ARROWS DENOTE DIRECTION OF TRAFFIC ONLY AND DO NOT REFLECT PAVEMENT MARKINGS.
 - ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT.
 - DISTANCES BETWEEN SIGNS ARE APPROXIMATE. SIGN SPACING SHOULD BE ADJUSTED FOR CURVES, HILLS, INTERSECTIONS, DRIVEWAYS, ETC., TO IMPROVE VISIBILITY.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THROUGH AND LOCAL TRAFFIC IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION).

1/14/2019 11:00 AM C:\Users\jg\OneDrive\Documents\866718 - 38th ave\Traffic.dwg 38th ave\Traffic.dwg

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REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8667-18-33	
				FILENAME: Traffic.dwg	
				SCALE: 1" = 10'	
				SURVEYED BY: CLEARPOINT ENGINEERS	
				DSGN: MWE	DATE: 01/2019
				DRWN: WTA	DATE: 01/2019
				CHKD:	DATE:
				QA/QC:	DATE:

38TH AVENUE PATHWAY

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

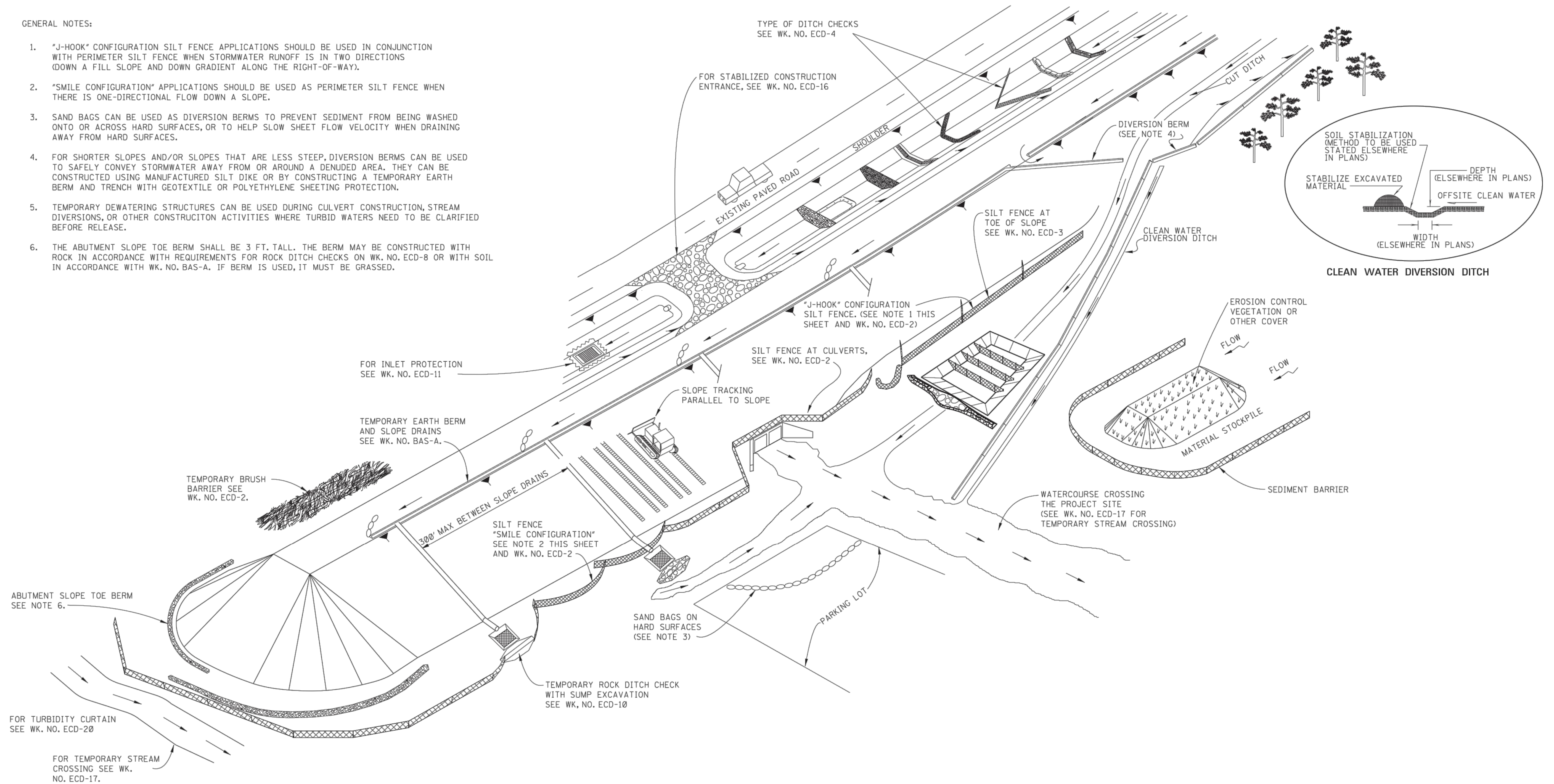


TRAFFIC CONTROL PLAN

WORKING NUMBER: TCP-2	DRAWING NUMBER: 34
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GENERAL NOTES:

1. "J-HOOK" CONFIGURATION SILT FENCE APPLICATIONS SHOULD 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 SHOULD 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 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 FT. TALL. THE BERM MAY BE CONSTRUCTED WITH ROCK IN ACCORDANCE WITH REQUIREMENTS FOR ROCK DITCH CHECKS ON WK. NO. ECD-8 OR WITH SOIL IN ACCORDANCE WITH WK. NO. BAS-A. IF BERM IS USED, IT MUST BE GRASSED.



NOTICE TO DRAWING HOLDER

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REVISIONS			DRAWING INFORMATION	
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			DSGN: MWE	DATE: 01/2019
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			CHKD:	DATE:
			QA/QC:	DATE:

38TH AVENUE PATHWAY

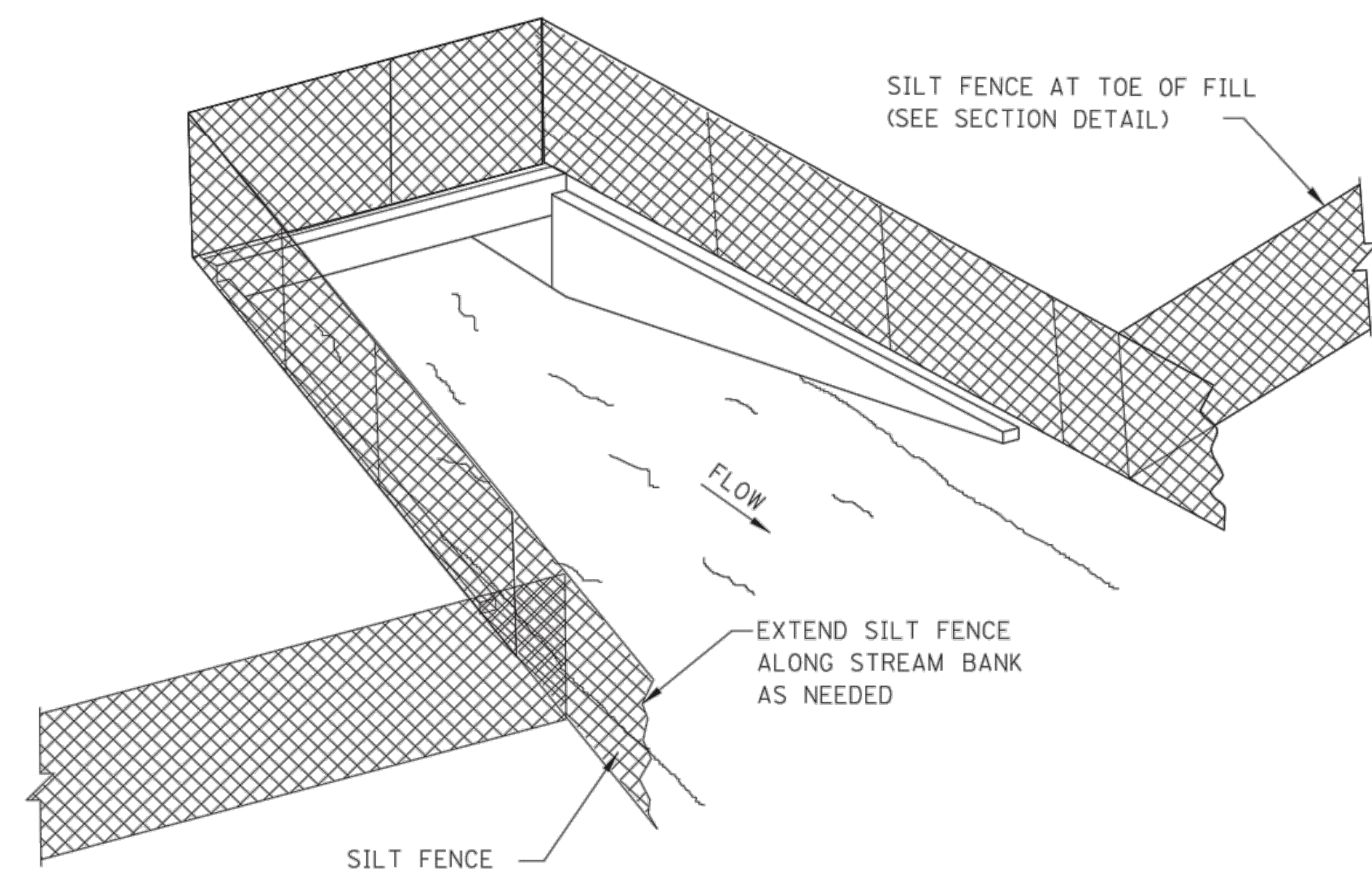
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



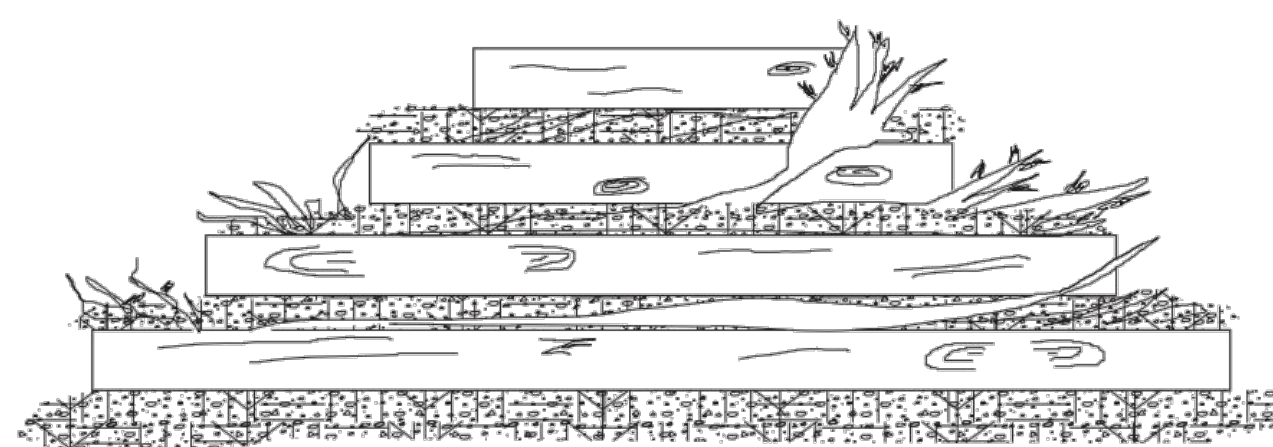
TYPICAL TEMPORARY
EROSION / SEDIMENT
CONTROL APPLICATIONS

WORKING NUMBER:
ECD-1

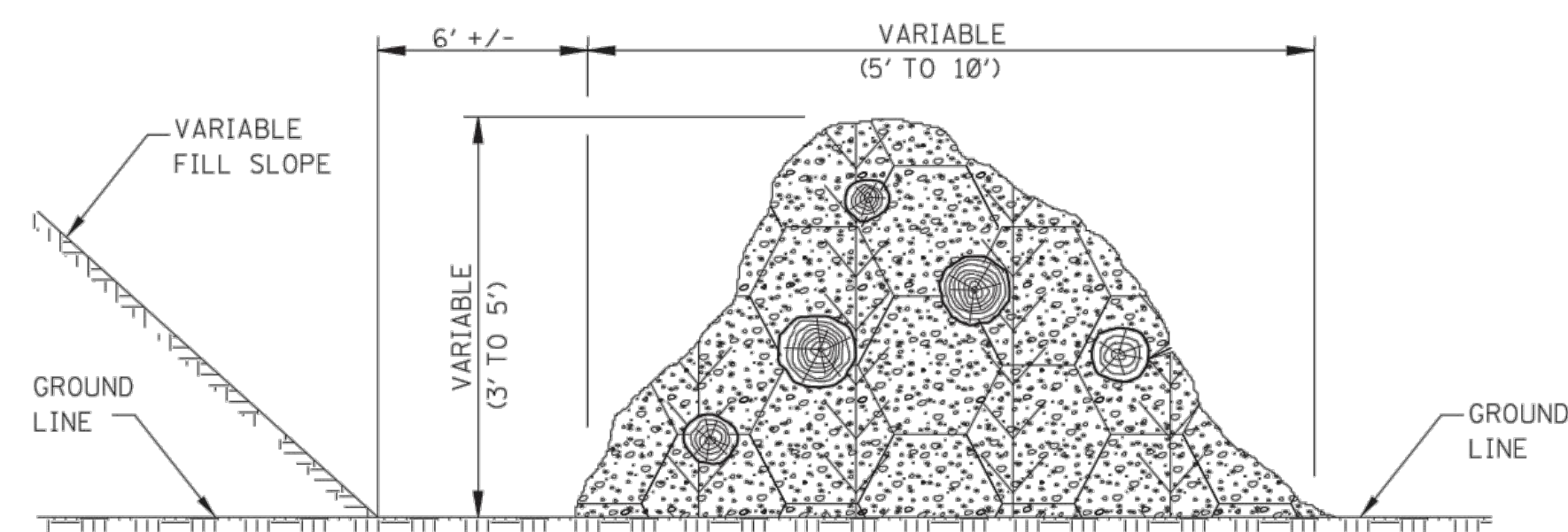
DRAWING NUMBER:
35



SEDIMENT BARRIER AT CROSS DRAIN



FRONT ELEVATION



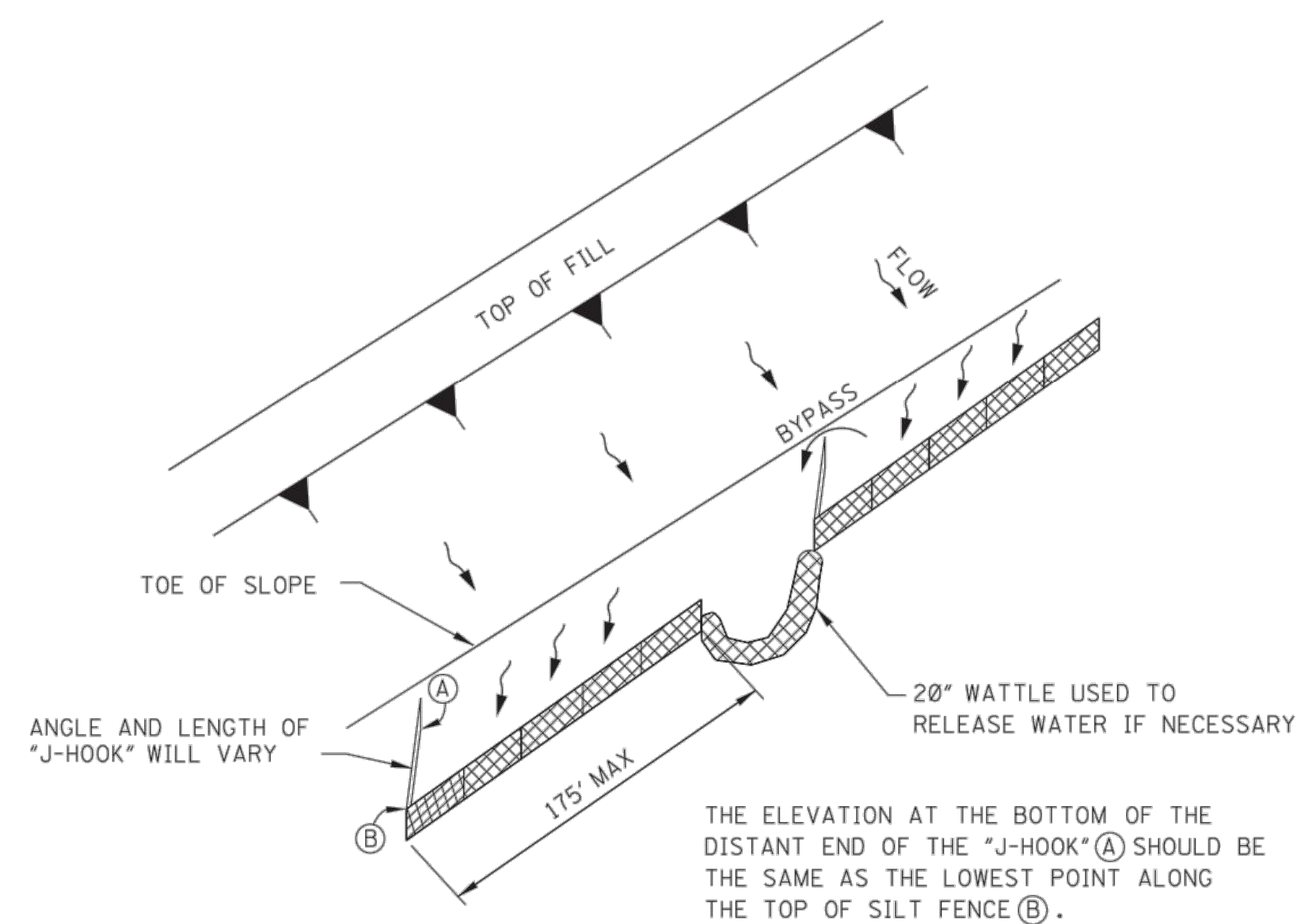
SIDE ELEVATION

TEMPORARY BRUSH BARRIER

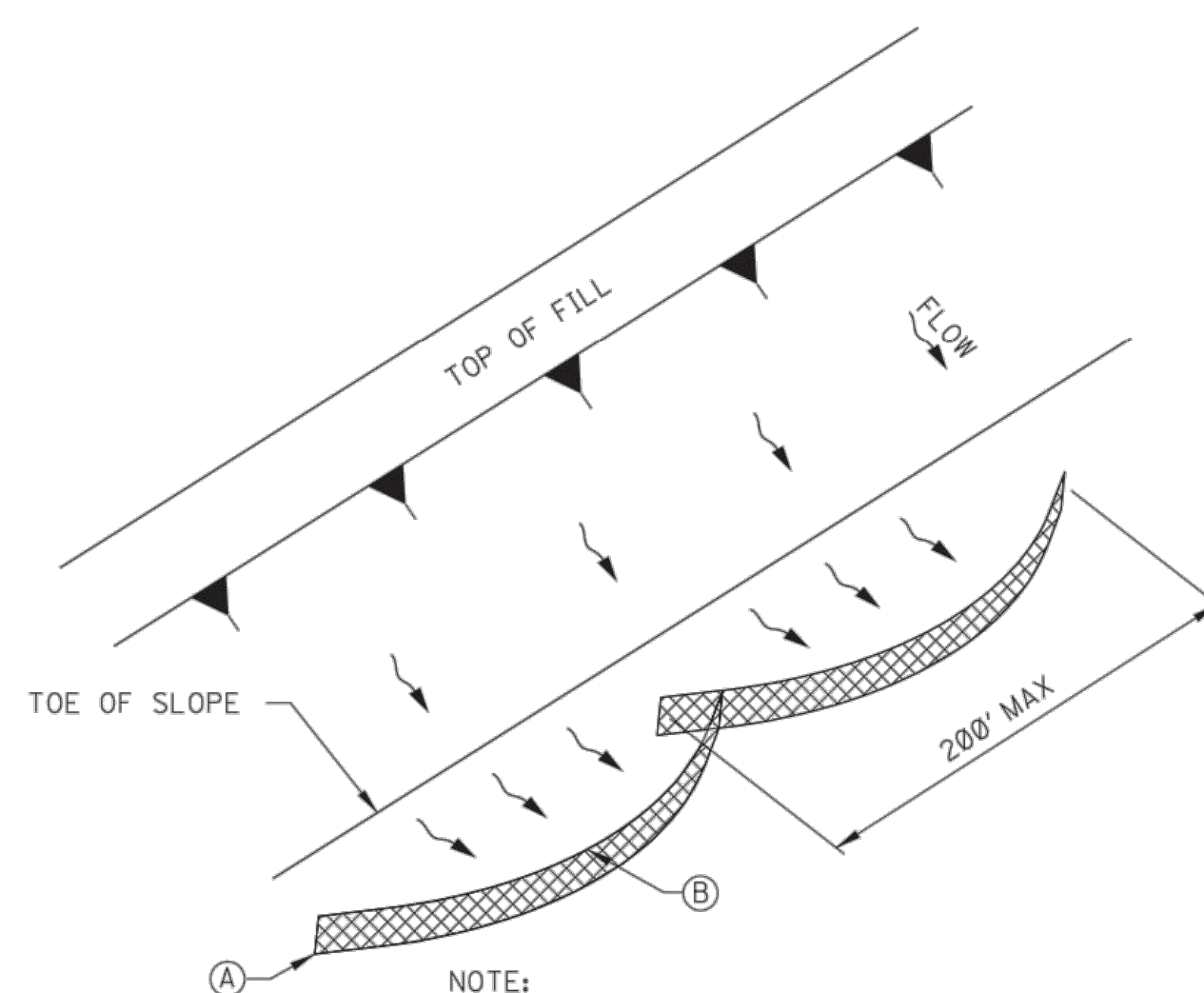
NOTES:

- BRUSH BARRIER MAY BE USED WHERE NATURAL GROUND IS LEVEL OR SLOPING AWAY FROM PROJECT.
- PLACE BRUSH, LOG AND TREE LAPS APPROXIMATELY PARALLEL TO TOE OF FILL SLOPE WITH SOME OF THE HEAVIER MATERIALS BEING PLACED ON TO TO PROPERLY SECURE THE BARRIER AS DETAILED AT LOCATIONS SHOWN ON PLANS OR AS DIRECTED OR PERMITTED BY THE ENGINEER.
- TO ALLOW WATER TO SEEP THROUGH BRUSH BARRIER, INTERMINGLE THE BRUSH, LOG AND TREE LAPS SO AS NOT TO FORM A SOLID DAM.
- THE BRUSH BARRIER MAY BE CHOKED WITH FILTER FABRIC. THE COST OF FABRIC TO BE INCLUDED IN OTHER ITEMS BID.
- TEMPORARY BRUSH BARRIER WILL NOT BE MEASURED FOR SEPARATE PAYMENT.

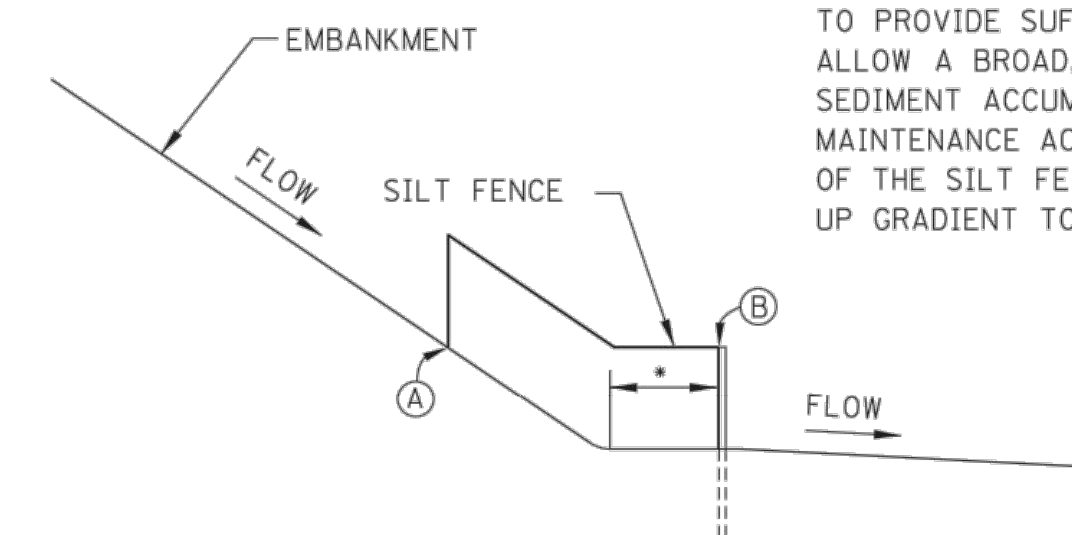
NOTE: ANCHOR AND INSTALL SILT FENCE PER DETAILS SHOWN ON WK. NO. ECD-3



"J-HOOK" SILT FENCE APPLICATION



"SMILE-CONFIGURATION" SILT FENCE APPLICATION



SILT FENCE SECTION AT TOE OF FILL

NOTICE TO DRAWING HOLDER

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REVISIONS			DRAWING INFORMATION
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			QA/QC: DATE:

38TH AVENUE PATHWAY

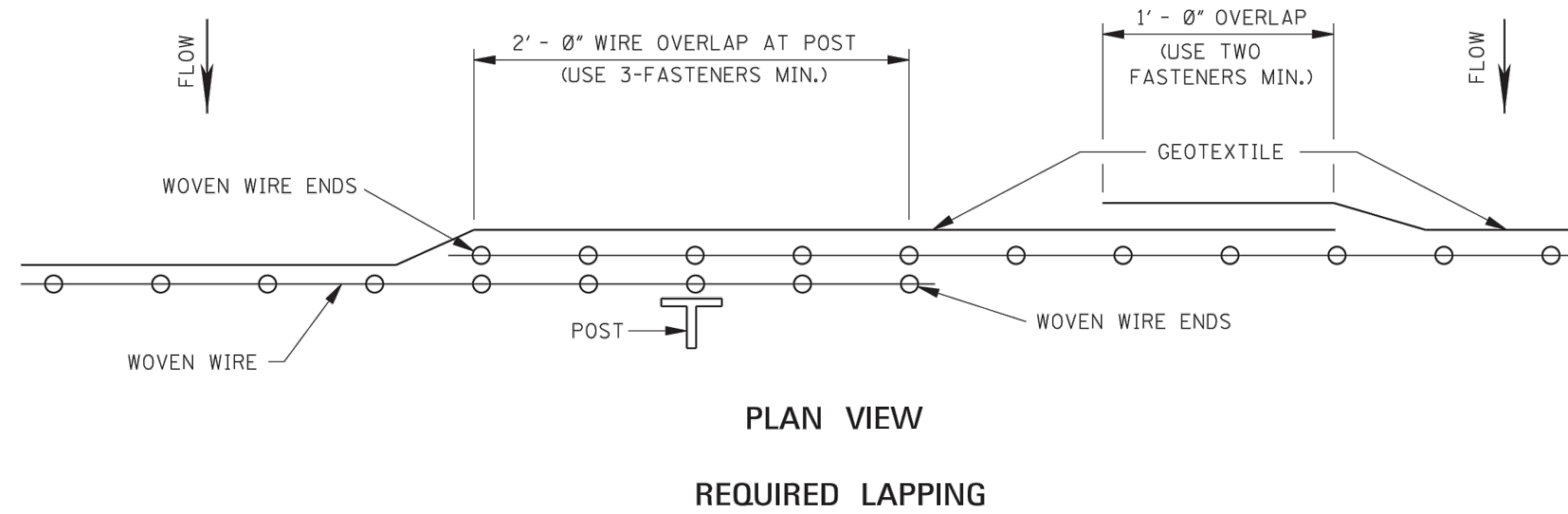
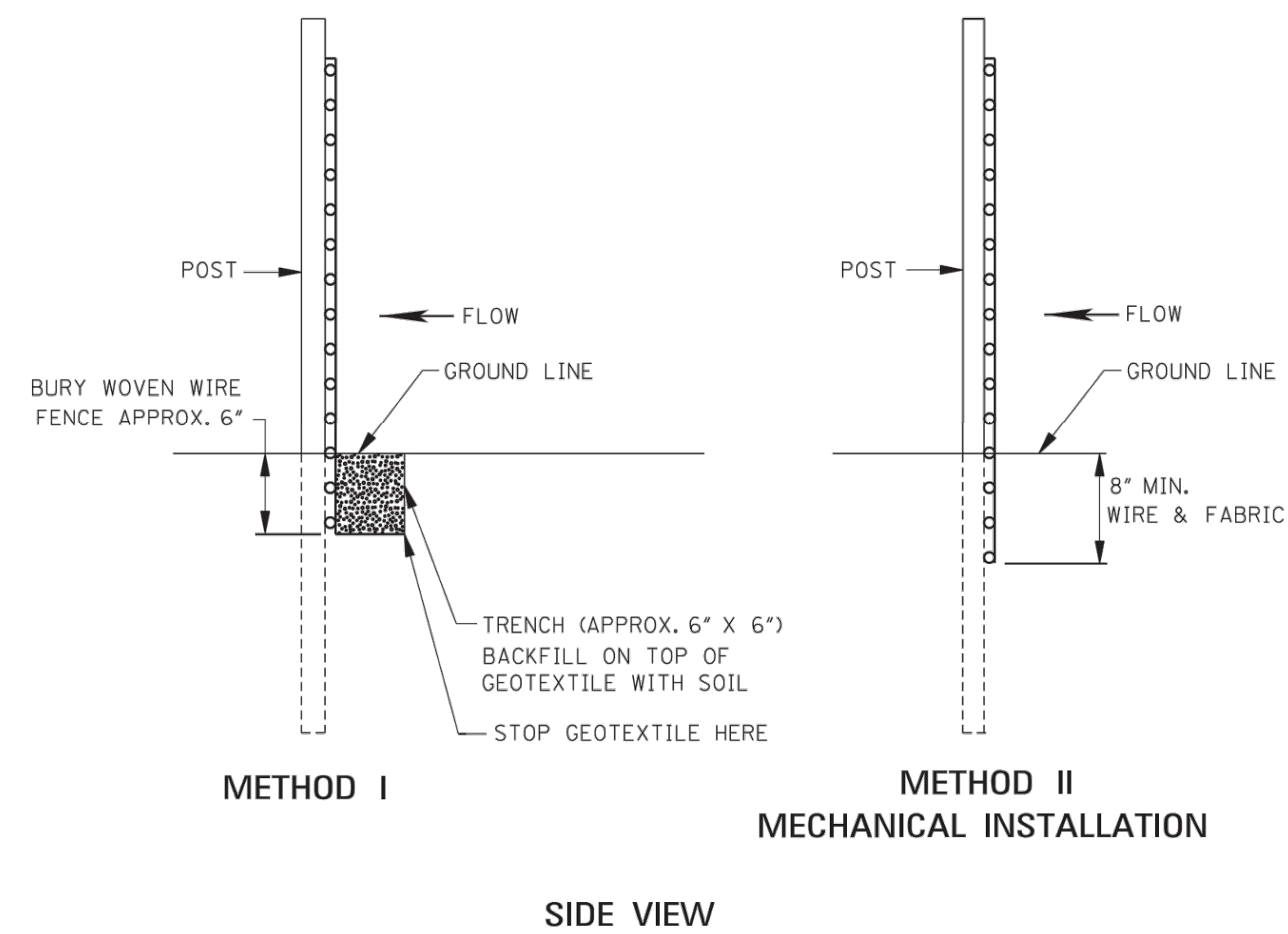
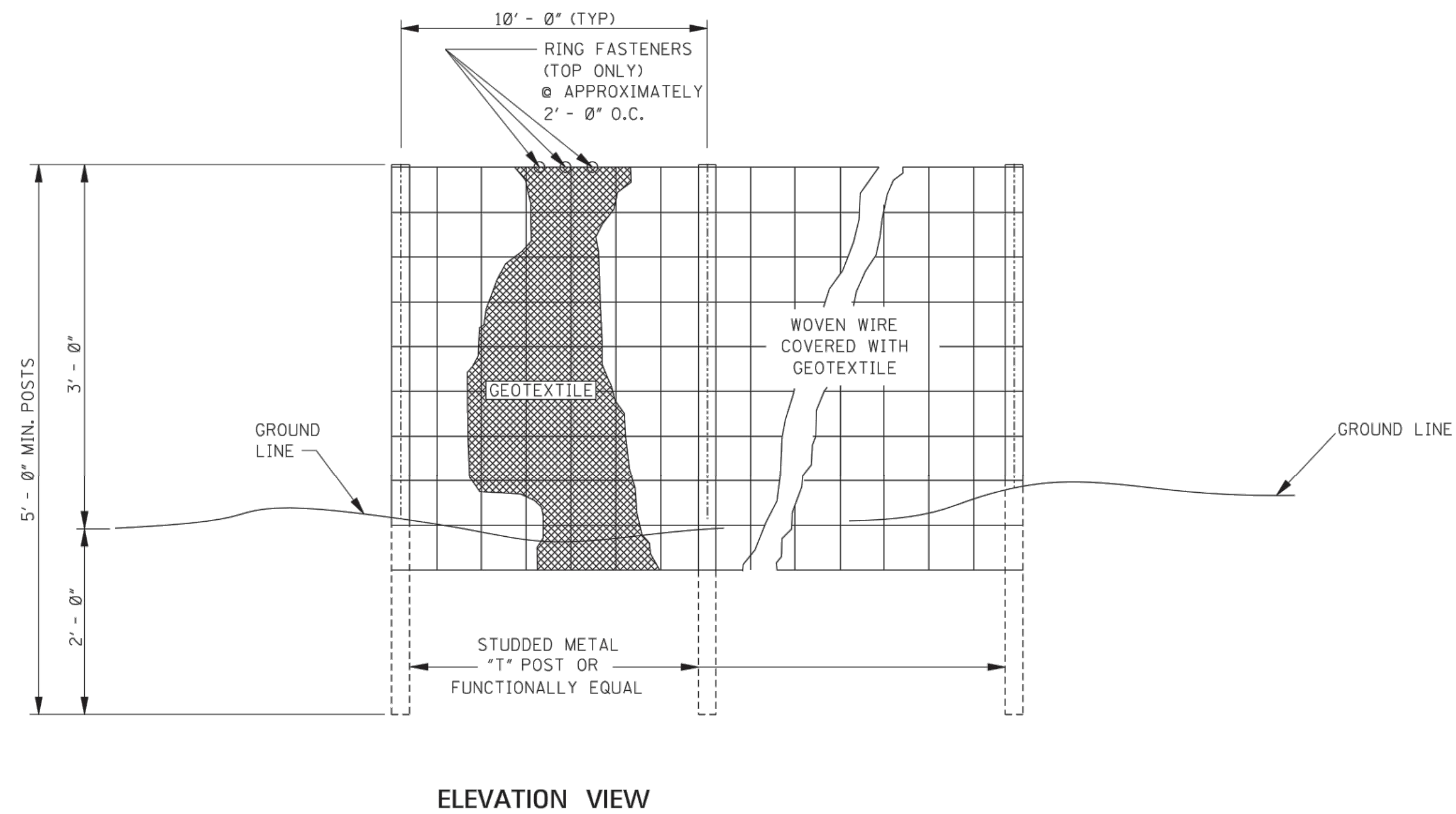
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



DETAILS OF SEDIMENT
BARRIER APPLICATIONS

WORKING NUMBER:
ECD-2

DRAWING NUMBER:
36



GENERAL NOTES:

1. SILT FENCES SHOULD BE USED IN AREAS WHERE FLOW IS NOT SEVERE.
2. SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHOULD BE ERECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STEAMS AND CHANNELS.
3. SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR BACK-UP FENCE IF FIRST FENCE BECOMES FULL.
4. WHENEVER POSSIBLE SILT FENCE SHOULD 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 DETAIL.
7. WIRE SHALL BE A 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.

NOTICE TO DRAWING HOLDER

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REVISIONS				DRAWING INFORMATION	
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				CHKD:	DATE:
				QA/QC:	DATE:

38TH AVENUE PATHWAY

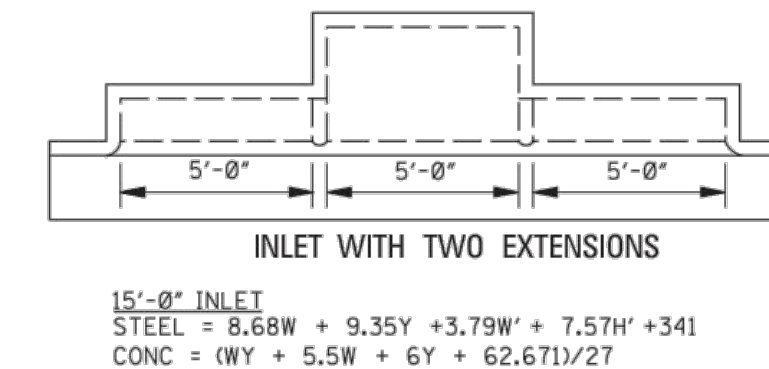
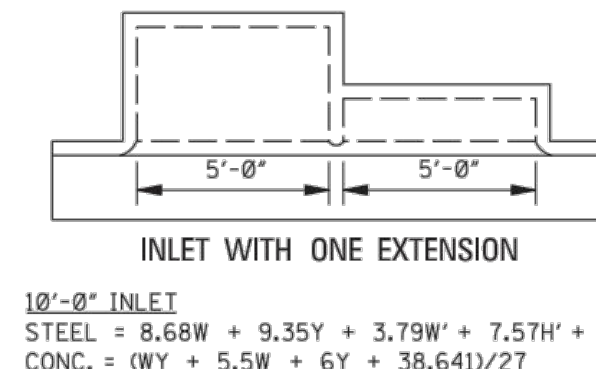
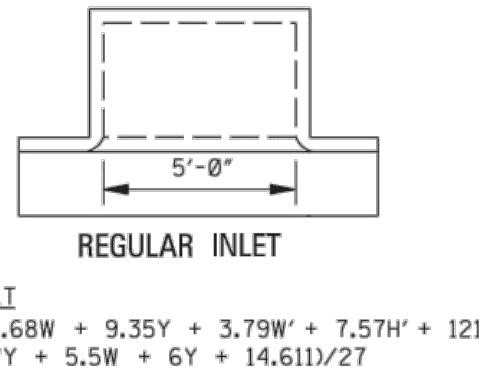
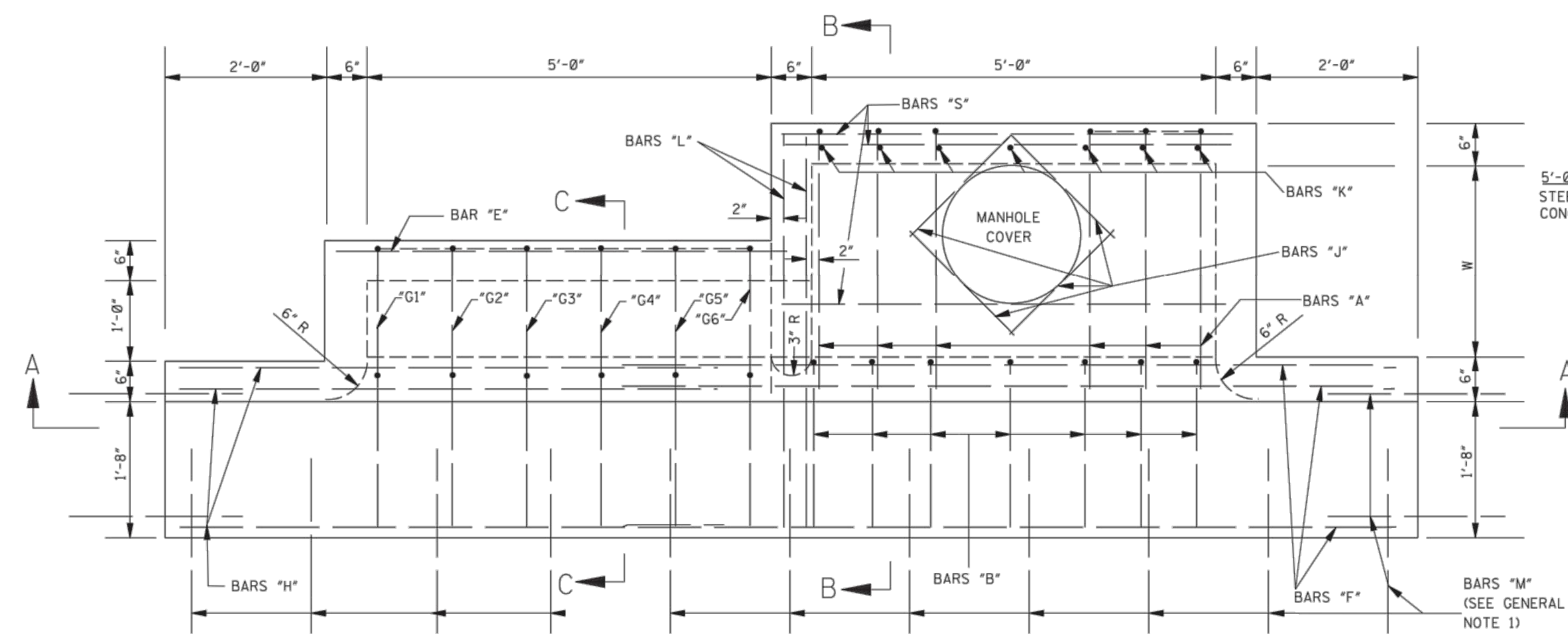
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



DETAILS OF SILT FENCE
INSTALLATION

WORKING NUMBER:
ECD-3

DRAWING NUMBER:
37



- NOTES:
1. W AND H ARE EXPRESSED IN DECIMAL FEET.
 2. W = W, ROUNDED TO NEAREST WHOLE FOOT.
 3. Y = (H-0.5).
 4. H = (H - 2.08) ROUNDED TO NEAREST WHOLE FOOT.
 5. NO DEDUCTIONS ARE MADE FOR PIPE OPENINGS IN FORMULAS.

PLAN OF INLET AND EXTENSIONS

ADD. CONCRETE PER FOOT OF H	ADD. CONCRETE PER FOOT OF W
W yd ³ /ft	H yd ³ /ft
2'-6" 0.315	3'-6" 0.315
3'-0" 0.333	4'-0" 0.333
3'-6" 0.352	4'-6" 0.352
4'-0" 0.371	5'-0" 0.370
4'-6" 0.389	5'-6" 0.389
5'-0" 0.408	6'-0" 0.408
5'-6" 0.426	6'-6" 0.426
6'-0" 0.445	7'-0" 0.445
6'-6" 0.463	7'-6" 0.463
7'-0" 0.481	8'-0" 0.482
	8'-6" 0.500

BAR	SIZE	LENGTH	SPACING	NUMBER	WEIGHT
"E"	#4	5'-8"	AS SHOWN	3	11
"G"	#4	SEE SCHEDULE	0'-11"	6	34
"H"	#6	6'-9"	AS SHOWN	5	51
"L"	#6	4'-9"	AS SHOWN	2	14
TOTAL STEEL FOR ONE EXTENSION = 110 lbs					
TOTAL CONCRETE FOR ONE EXTENSION = 0.89 yd ³					

(NOTE: WHERE EXTENSION IS USED WITH CONCRETE PAVEMENT, ADD 27 lbs OF STEEL FOR BARS "M".)

BAR "G" SCHEDULE	LENGTH
"G1"	7'-10"
"G2"	8'-0"
"G3"	8'-2"
"G4"	8'-5"
"G5"	8'-8"
"G6"	8'-10"

W=2'-6"		BILL OF REINFORCING STEEL FOR 1-5'-0" INLET																* TOTAL		TOTAL
H	BAR "A" L = 4'-2" #4 @ 9"		BAR "C" L = 5'-8" #4 @ 9"		BAR "S" L = 5'-8" #4 @ 12"		BAR "D" L = 5'-8" #4 @ 12"		BAR "F" L = 9'-8" #6		BAR "J" L = 2'-3" #4		BAR "B" #4 @ 9"		BAR "K" #4 @ 9"		* TOTAL	TOTAL		
	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	LGTH.	NO.	lbs	LGTH.	NO.	lbs	lbs	yd ³		
3'-6"	6	17	7	27	5	19	5	19	5	73	4	6	3'-10"	7	18	2'-7"	7	12	190	1.99
4'-0"	6	17	7	27	5	19	7	26	5	73	4	6	4'-4"	7	20	3'-1"	7	14	202	2.15
4'-6"	6	17	7	27	5	19	7	26	5	73	4	6	4'-10"	7	23	3'-7"	7	17	207	2.31
5'-0"	6	17	7	27	5	19	9	34	5	73	4	6	5'-4"	7	25	4'-1"	7	19	219	2.47
5'-6"	6	17	7	27	5	19	9	34	5	73	4	6	5'-10"	7	27	4'-7"	7	21	224	2.62
6'-0"	6	17	7	27	5	19	11	42	5	73	4	6	6'-4"	7	30	5'-1"	7	24	238	2.78
6'-6"	6	17	7	27	5	19	11	42	5	73	4	6	6'-10"	7	32	5'-7"	7	26	240	2.94
7'-0"	6	17	7	27	5	19	13	49	5	73	4	6	7'-4"	7	34	6'-1"	7	28	253	3.10
7'-6"	6	17	7	27	5	19	13	49	5	73	4	6	7'-10"	7	37	6'-7"	7	31	257	3.25

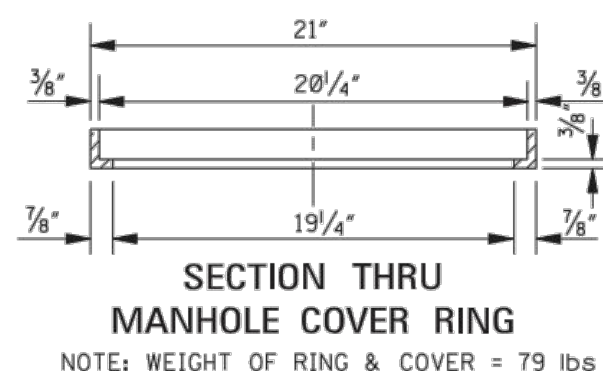
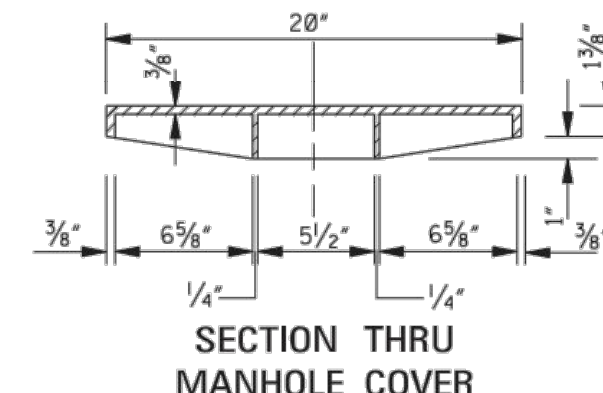
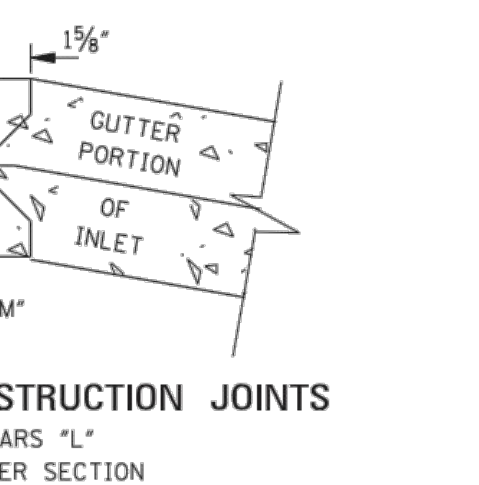
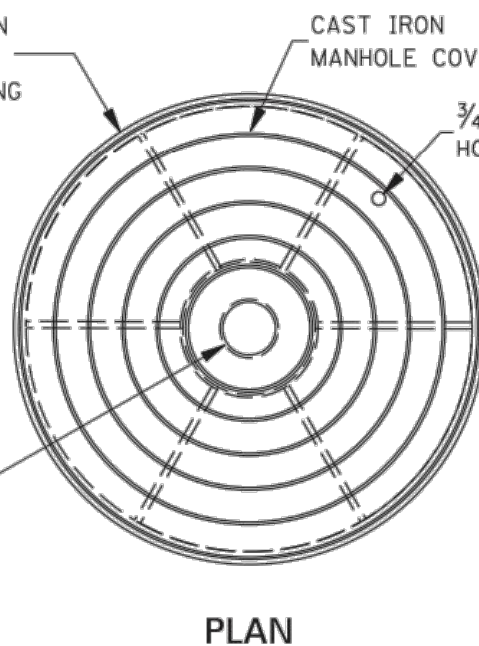
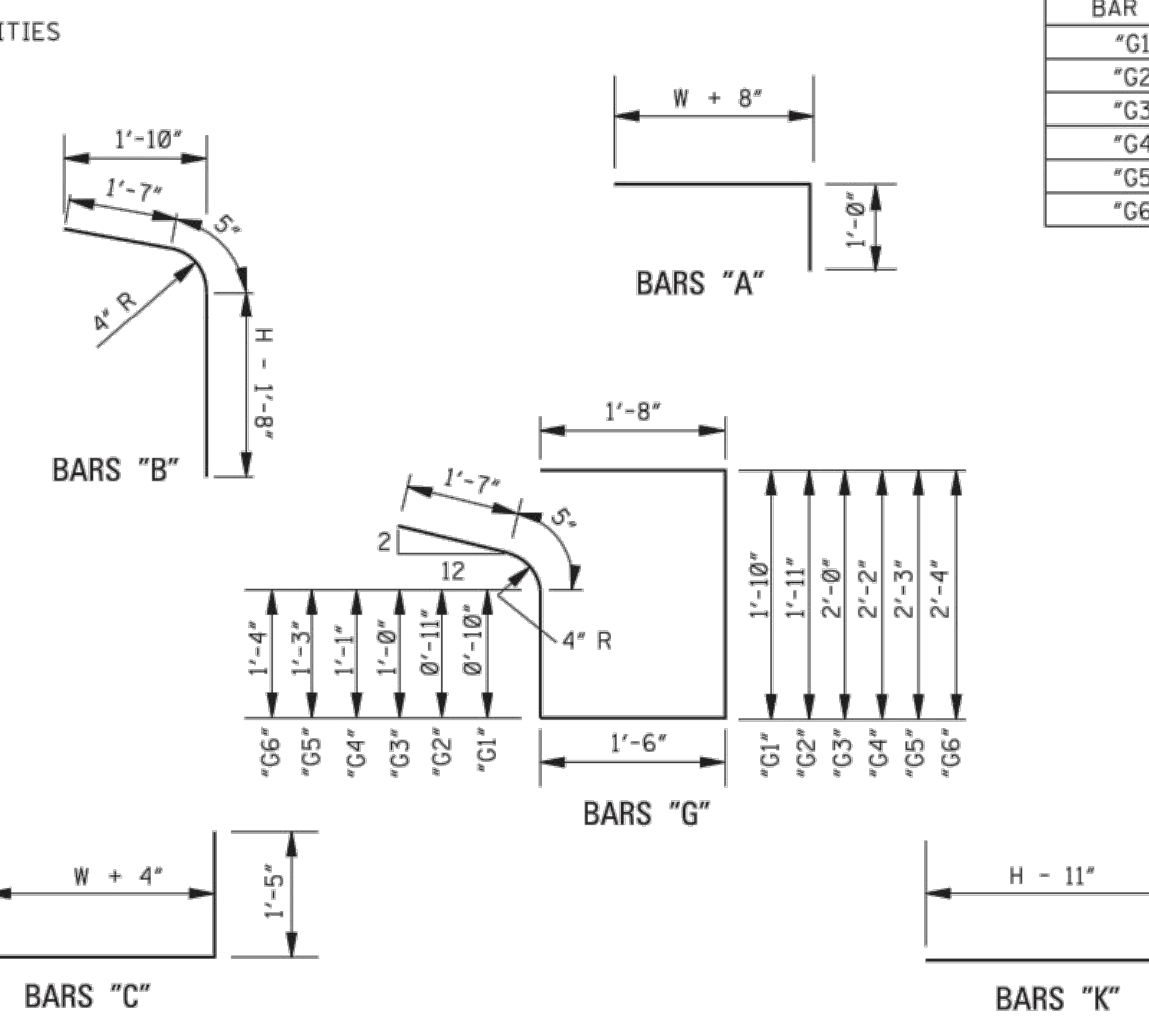
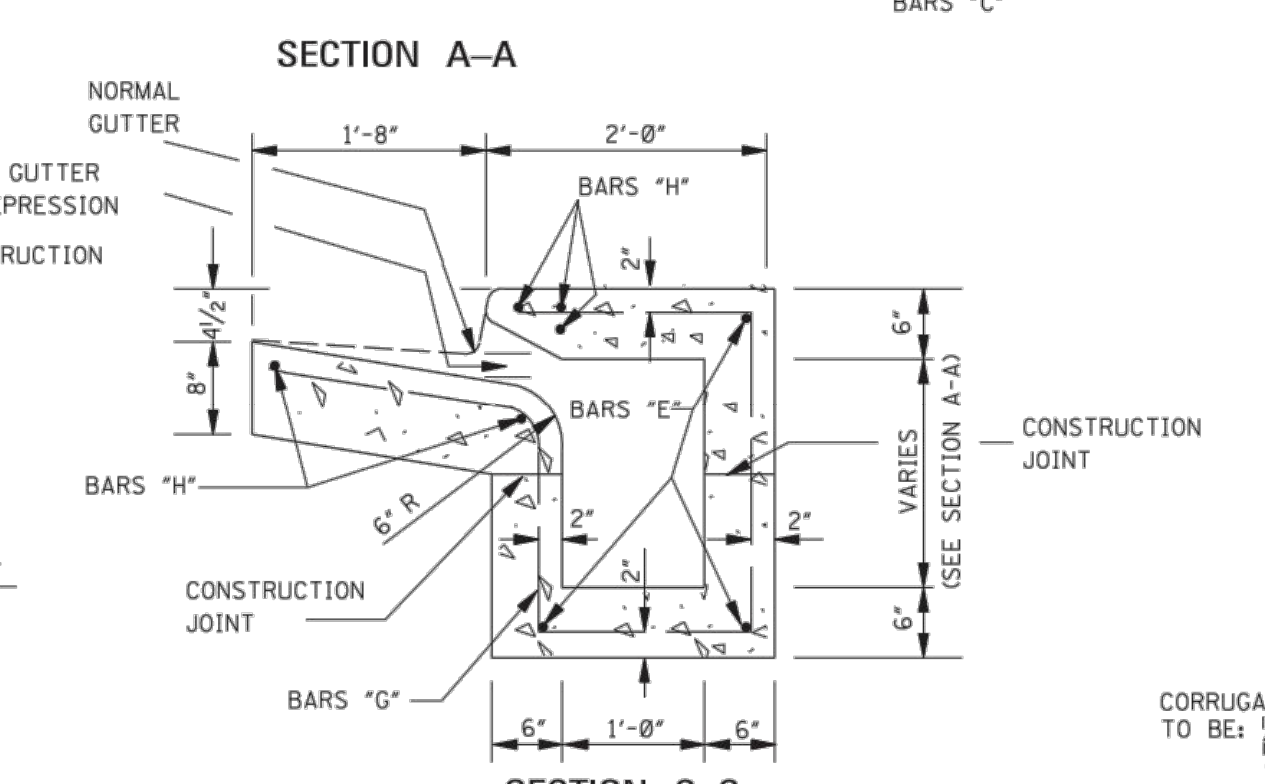
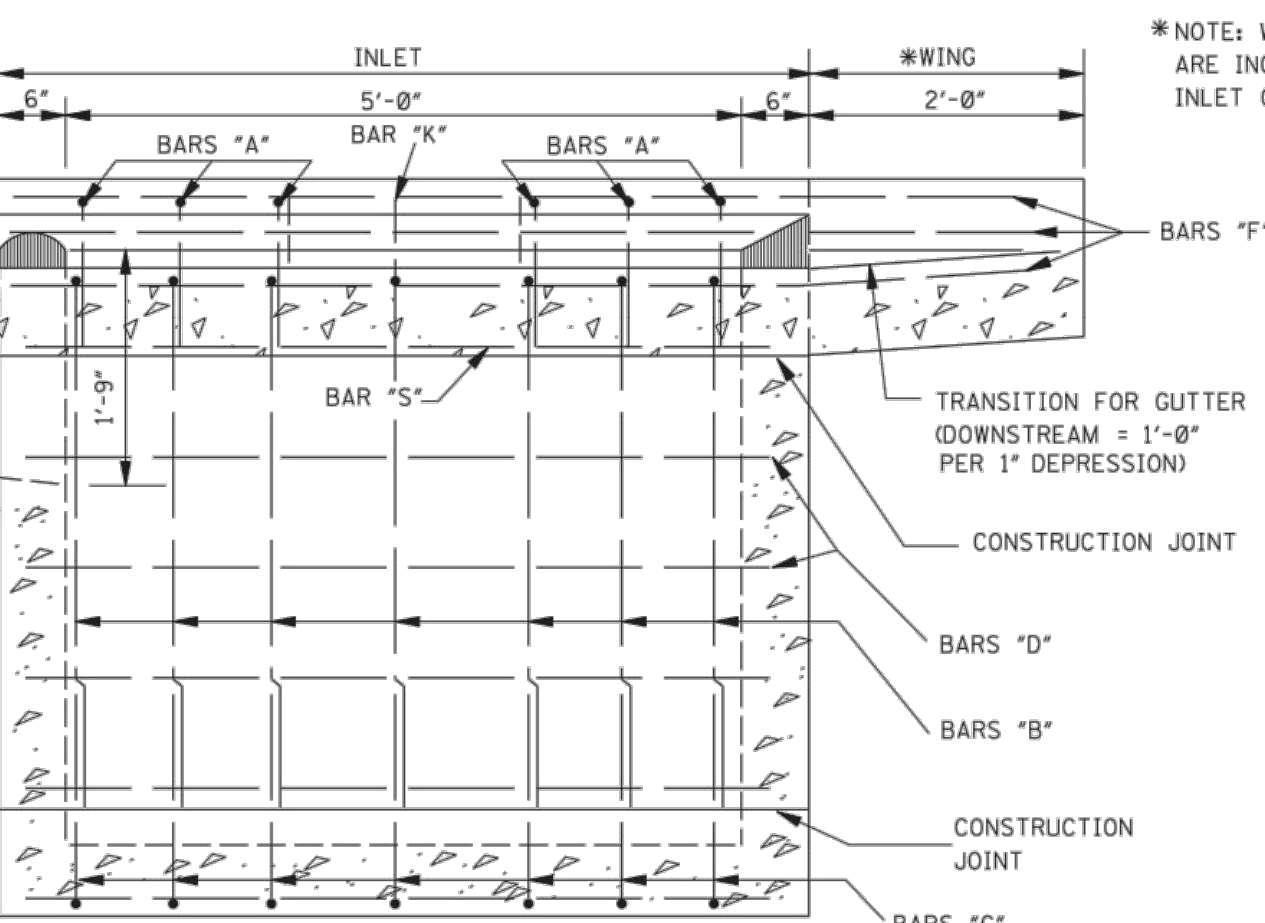
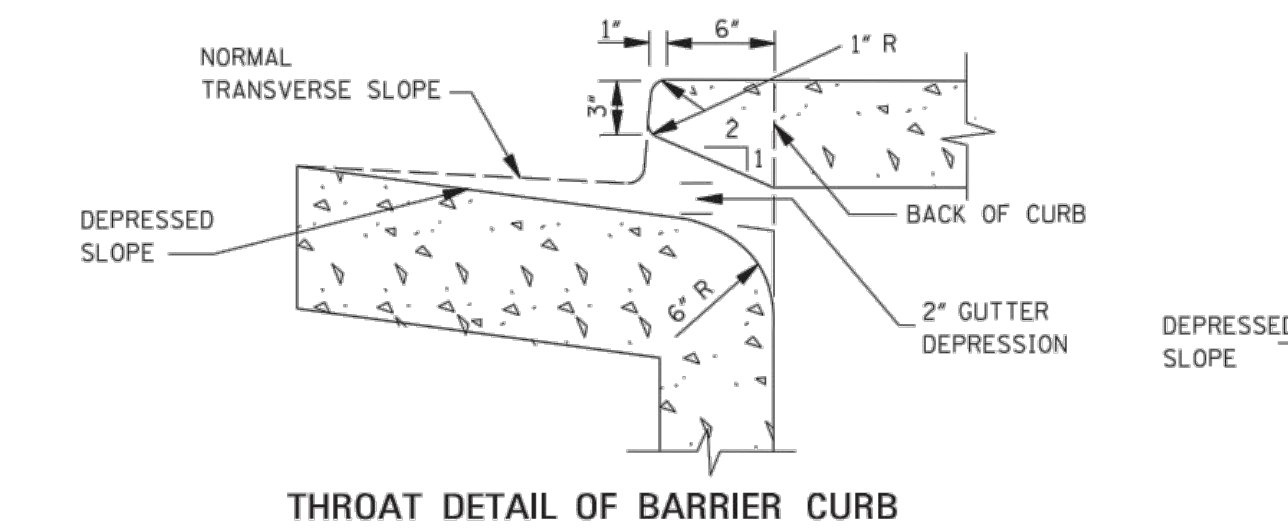
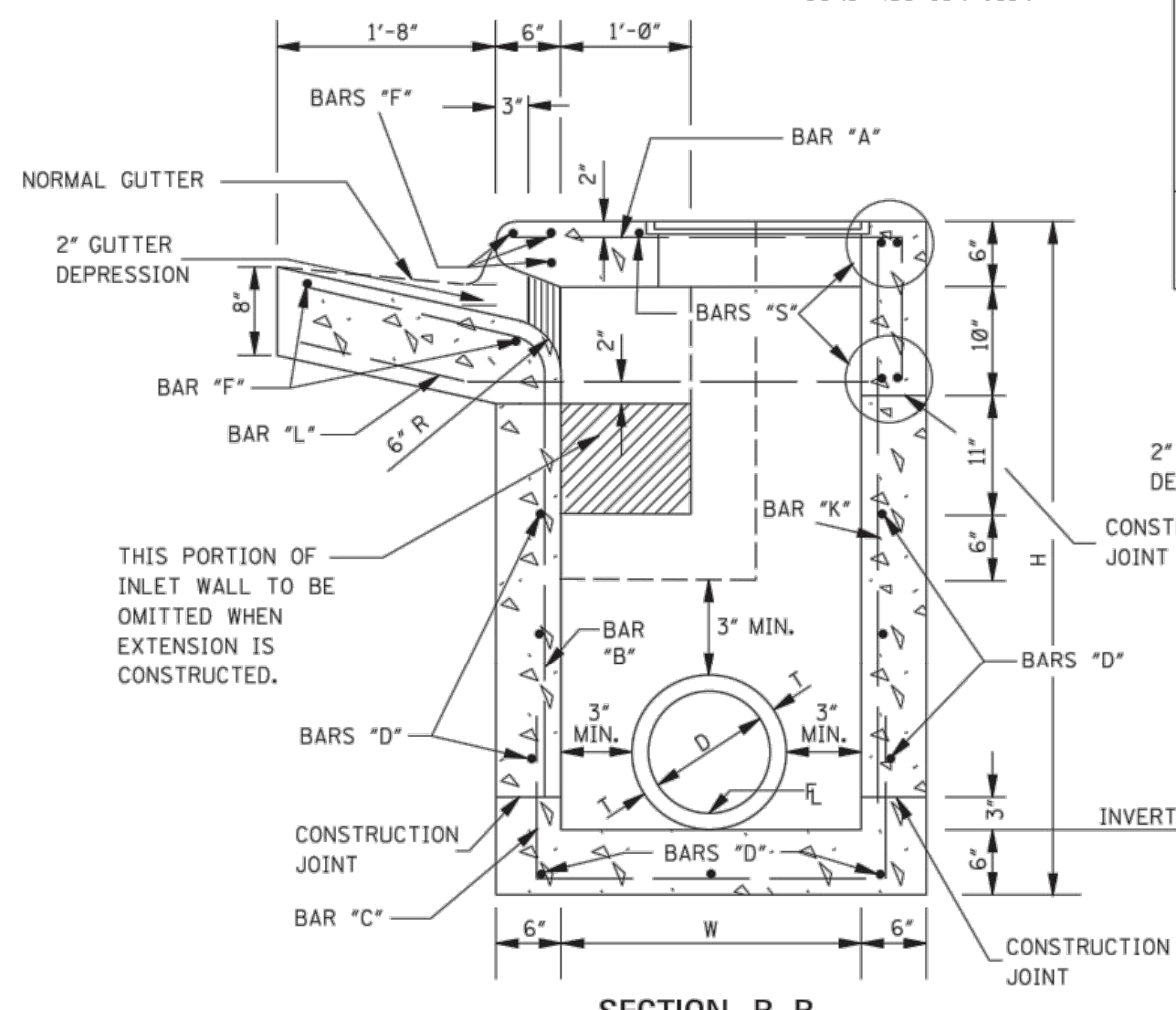
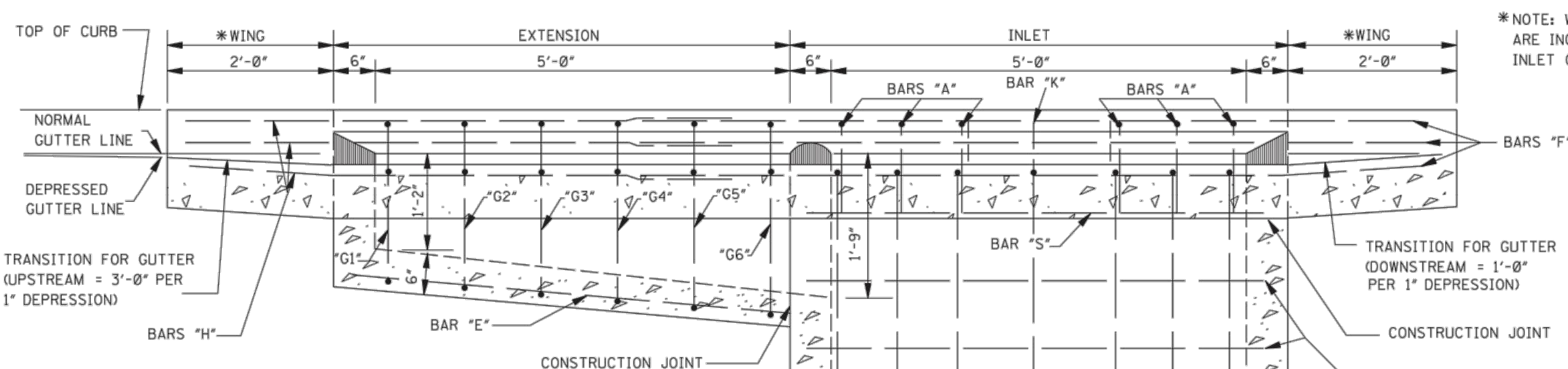
W=3'-0"		BILL OF REINFORCING STEEL FOR 1-5'-0" INLET															* TOTAL		TOTAL	
H	BAR "A" L = 4'-8" #4 @ 9"		BAR "C" L = 6'-2" #4 @ 9"		BAR "S" L = 5'-8" #4 @ 12"		BAR "D" L = 5'-8" #4 @ 12"		BAR "F" L = 9'-8" #6		BAR "J" L = 2'-3" #4		BAR "B" #4 @ 9"		BAR "K" #4 @ 9"		* TOTAL	TOTAL		
	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	NO.	lbs	LGTH.	NO.	lbs	LGTH.	NO.	lbs	yd ³			
3'-6"	6	19	7	29	5	19	5	19	5	73	4	6	3'-10"	7	18	2'-7"	7	12	194	2.15
4'-0"	6	19	7	29	5	19	7	26	5	73	4	6	4'-4"	7	20	3'-1"	7	14	206	2.32
4'-6"	6	19	7	29	5	19	7	26	5	73	4	6	4'-10"	7	23	3'-7"	7	17	211	2.49
5'-0"	6	19	7	29	5	19	9	34	5	73	4	6	5'-4"	7	25	4'-1"	7	19	223	2.65
5'-6"	6	19	7	29	5	19	9	34	5	73	4	6	5'-10"	7	27	4'-7"	7	21	228	2.82
6'-0"	6	19	7	29	5	19	11	42	5	73	4	6	6'-4"	7	30	5'-1"	7	24	240	2.99
6'-6"	6	19	7	29	5	19	11	42	5	73	4	6	6'-10"	7	32	5'-7"	7	26	245	3.15
7'-0"	6	19	7	29	5	19	13	49	5	73	4	6	7'-4"	7	34	6'-1"	7	28	257	3.32
7'-6"	6	19	7	29	5	19	13	49	5	73	4	6	7'-10"	7	37	6'-7"	7	31	262	3.49

W=3'-6"		BILL OF REINFORCING STEEL FOR 1-5'-0" INLET															* TOTAL		TOTAL	
H	BAR "A" L = 5'-2" #4 @ 9"	BAR "C" L = 6'-8" #4 @ 9"	BAR "S" L = 5'-8" #4 @ 12"	BAR "D" L = 5'-8" #4 @ 12"	BAR "F" L = 9'-8" #6	BAR "J" L = 2'-3" #4 @ 9"	BAR "B" #4 @ 9"	BAR "K" #4 @ 9"	LGTH.	NO.	lbs	LGTH.	NO.	lbs	yd ³					
3'-6"	6	21	7	31	5	19	6	23	5	73	4	6	3'-10"	7	18	2'-7"	7	12	202	2.31
4'-0"	6	21	7	31	5	19	8	30	5	73	4	6	4'-4"	7	20	3'-1"	7	14	214	2.49
4'-6"	6	21	7	31	5	19	8	30	5	73	4	6	4'-10"	7	23	3'-7"	7	17	219	2.66
5'-0"	6	21	7	31	5	19	10	38	5	73	4	6	5'-4"	7	25	4'-1"	7	19	231	2.84
5'-6"	6	21	7	31	5	19	10	38	5	73	4	6	5'-10"	7	27	4'-7"	7	21	236	3.01
6'-0"	6	21	7	31	5	19	12	45	5	73	4	6	6'-4"	7	30	5'-1"	7	24	248	3.19
6'-6"	6	21	7	31	5	19	12	45	5	73	4	6	6'-10"	7	32	5'-7"	7	26	253	3.37
7'-0"	6	21	7	31	5	19	14	53	5	73	4	6	7'-4"	7	34	6'-1"	7	28	265	3.54
7'-6"	6	21	7	31	5	19	14	53	5	73	4	6	7'-10"	7	37	6'-7"	7	31	270	3.72

* NOTE: WHERE INLET IS USED WITH CONCRETE PAVEMENT, ADD 73 lbs OF STEEL FOR BARS "M".

GENERAL NOTES:

1. WHERE INLET OR INLET WITH EXTENSIONS IS USED WITH CONCRETE PAVEMENT WITH INTEGRAL CURB, THE PAVEMENT SHALL BE BLOCKED OUT TO THE DIMENSIONS AS SHOWN FOR THE GUTTER PORTION OF THE INLET OR INLET WITH EXTENSIONS. THE PORTION BLOCKED OUT SHALL BE PLACED INTEGRAL WITH THE TOP OF THE INLET OR INLET WITH EXTENSIONS. #8 DEFORMED BARS 30" LONG SHALL BE PLACED ON 18" CENTERS AT THE CENTER OF THE PAVEMENT. THESE BARS SHALL EXTEND INTO THE GUTTER PORTION OF THE INLET OR INLET WITH EXTENSIONS 15". THE CONSTRUCTION JOINT BETWEEN THE CONCRETE PAVEMENT AND THE INLET OR INLET WITH EXTENSIONS SHALL BE A KEYED JOINT AS SHOWN. A SMOOTH CONSTRUCTION JOINT WILL NOT BE PERMITTED. QUANTITIES FOR BLOCKED OUT AREA OF PAVEMENT SHALL BE INCLUDED IN QUANTITIES FOR INLET OR INLET WITH EXTENSIONS.
2. THE QUANTITIES SHOWN, MINUS VOLUMETRIC DISPLACEMENT OF CONCRETE BY PIPE CULVERTS THROUGH INLET WALLS, WILL BE USED AS THE BASIS OF FINAL PAYMENT UNLESS THIS PLAN IS MODIFIED.
3. FOR CONVENIENCE, DEPTHS OF INLETS SHOWN IN ABOVE TABLE ARE INCREMENTS OF 6". BUT ANY DEPTHS OTHER THAN THESE SHOWN MAY BE USED WHEREVER DEEMED NECESSARY. QUANTITIES FOR OTHER DEPTHS, FALLING WITHIN THE LIMITS OF THE TABLE, MAY BE FOUND BY INTERPOLATION.
4. FIELD CUT AND BEND BARS AS NECESSARY TO ACCOMMODATE STORM SEWER. NO DEDUCTIONS ARE TO BE MADE IN STEEL QUANTITIES.
5. WHERE INLET IS BEING USED ADJACENT TO SIDEWALK, REFER TO OTHER SHEETS FOR TOP DETAIL.



NOTE: FIELD BEND BARS "L" TO CENTER OF GUTTER SEWER

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			DRWN: WTA	DATE: 01/2019
			CHKD:	DATE:
			QA/QC:	DATE:

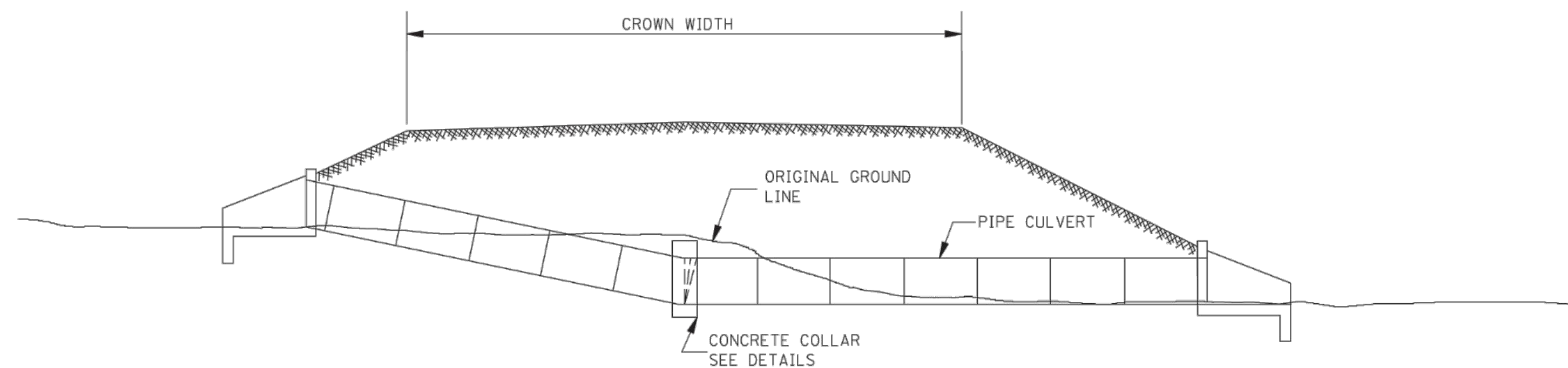
38TH AVENUE PATHWAY

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

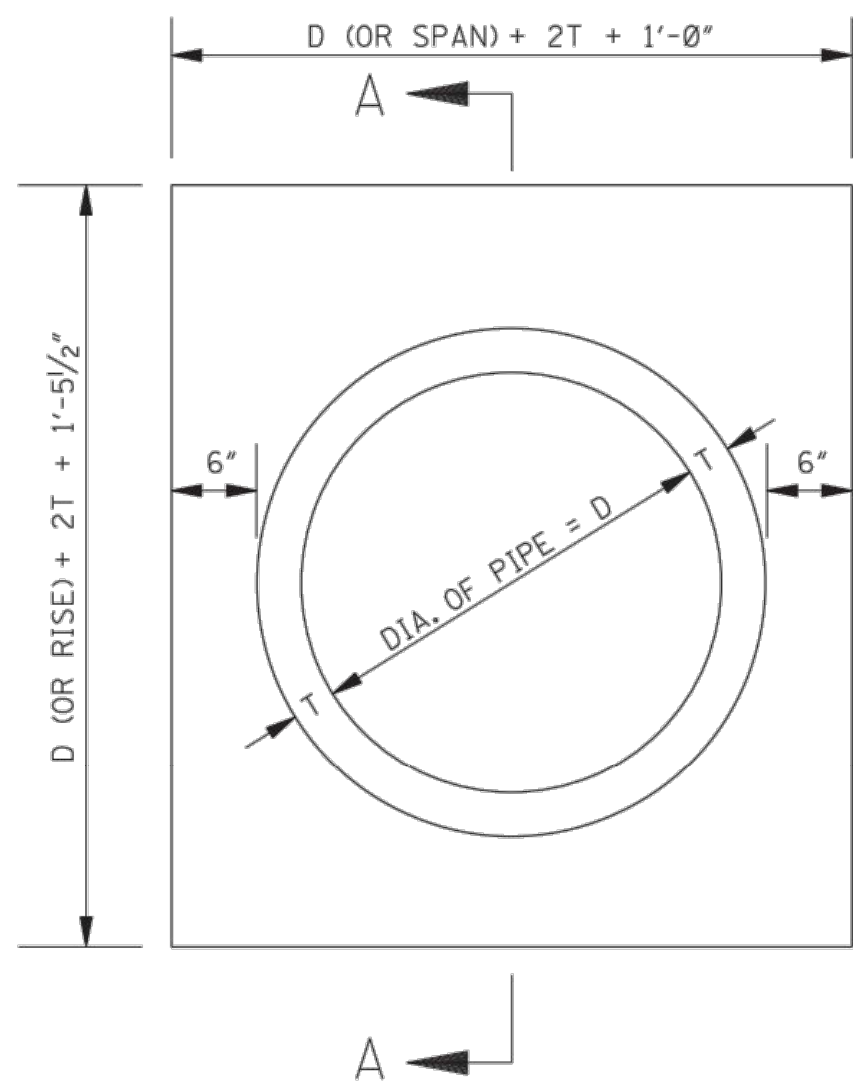
NEEL-SCHAFFER
Solutions you can build upon

CURB INLET DETAILS

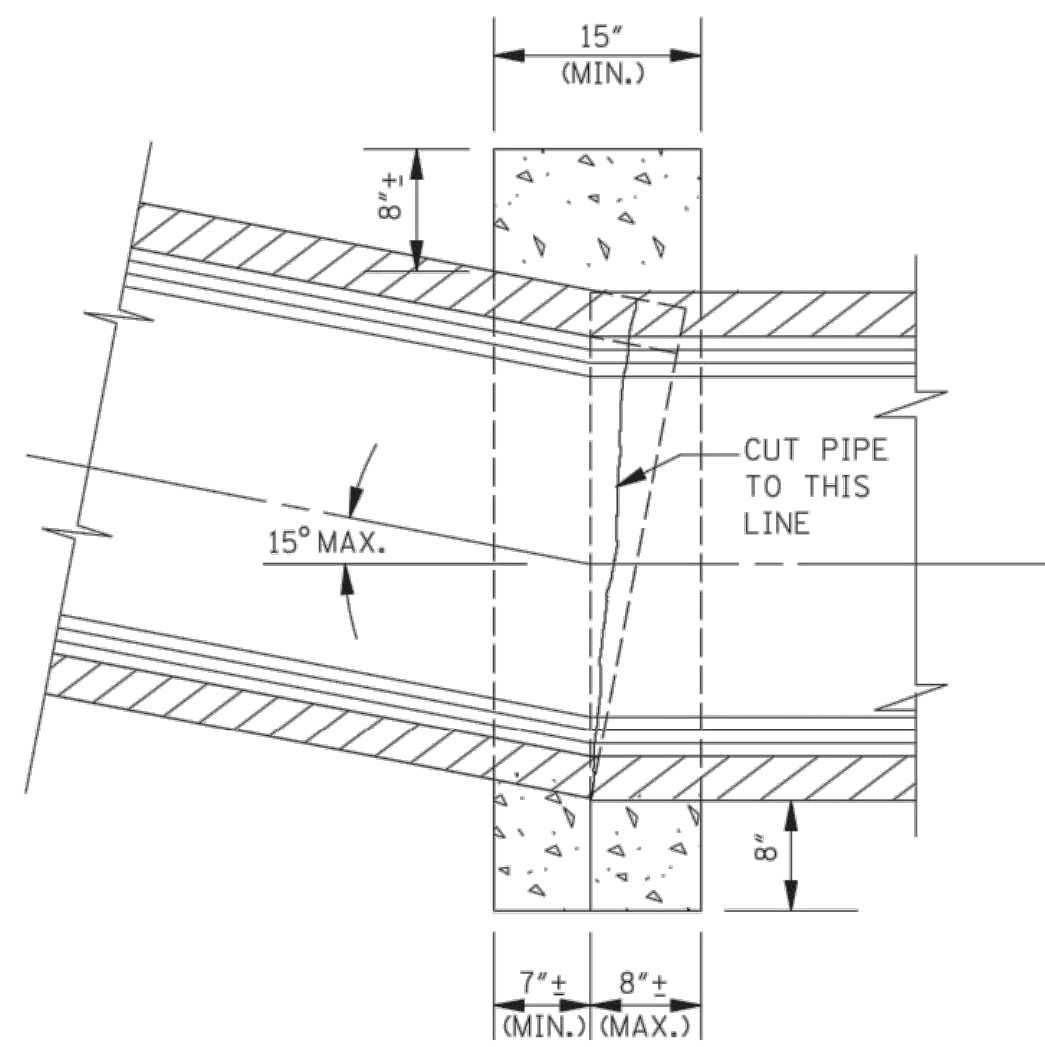
WORKING NUMBER:	DRAWING NUMBER:
SS-2	38



TYPICAL INSTALLATION FOR PIPE CULVERT WITH BROKEN FLOW LINE



ELEVATION OF CONCRETE COLLAR
NOTE: CIRCULAR PIPE IS SHOWN, ARCH PIPE IS SIMILAR.



- GENERAL NOTES:
1. THE MAXIMUM BEND ANGLE IS 15 DEGREES.
 2. THE FOLLOWING QUANTITIES SHALL BE THE BASIS FOR PAYMENT UNLESS AUTHORIZED MODIFICATIONS ARE MADE:

QUANTITIES FOR CONCRETE COLLAR FOR PIPE CULVERTS			
CIRCULAR PIPE		ARCH PIPE	
DIA. OF PIPE	CLASS "B" CONCRETE (yd ³)	SIZE OF PIPE	CLASS "B" CONCRETE (yd ³)
12"	0.240		
15"	0.260	18 x 11	0.280
18"	0.320	22 x 13	0.310
24"	0.410	29 x 18	0.410
30"	0.510	36 x 23	0.490
36"	0.620	44 x 27	0.600
42"	0.730	51 x 31	0.690
48"	0.850	58 x 36	0.820
54"	0.980	65 x 40	0.920
60"	1.110	73 x 45	1.070
66"	1.248	88 x 54	1.366
72"	1.393		

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REVISIONS				DRAWING INFORMATION	
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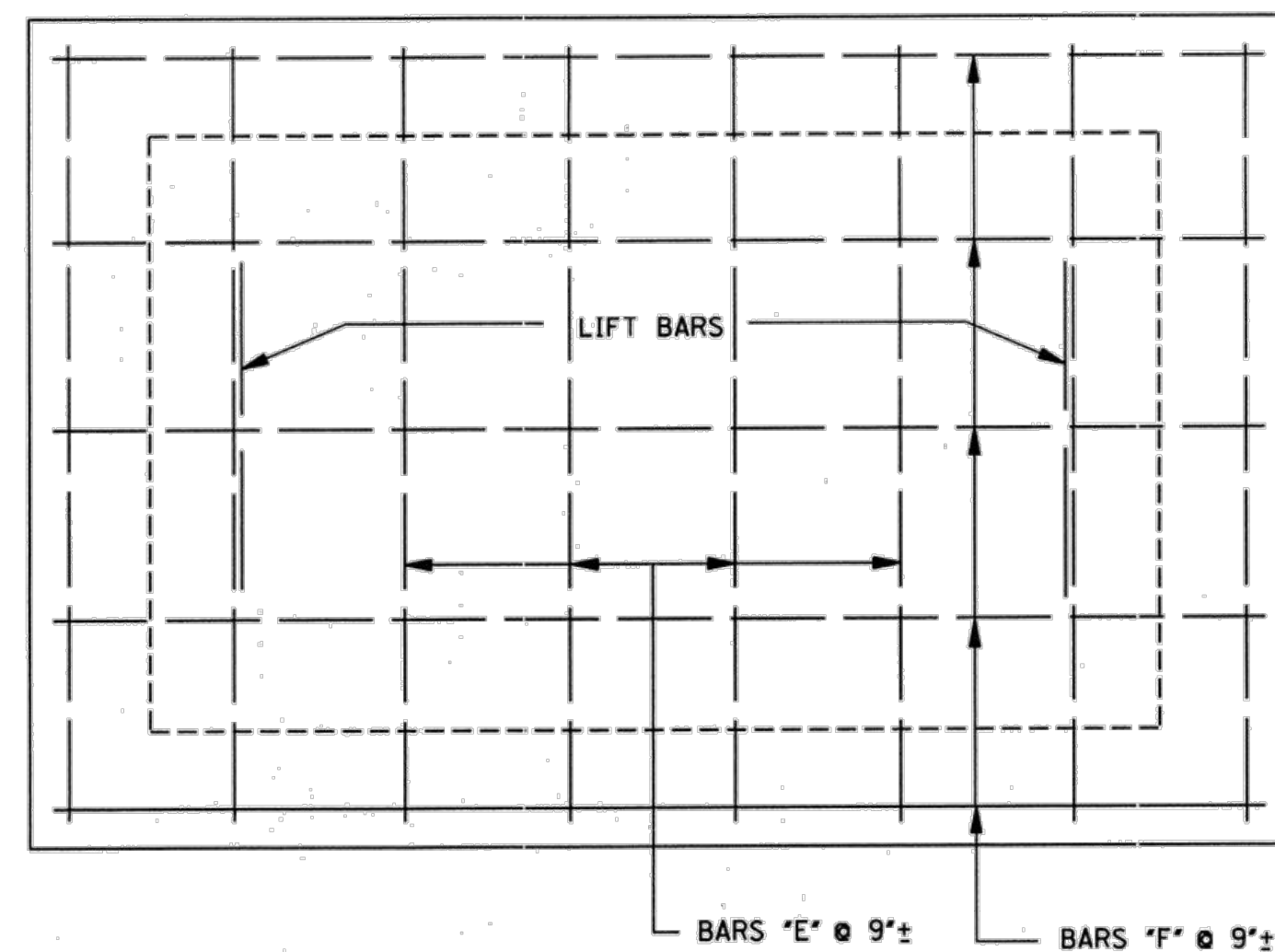
38TH AVENUE PATHWAY

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

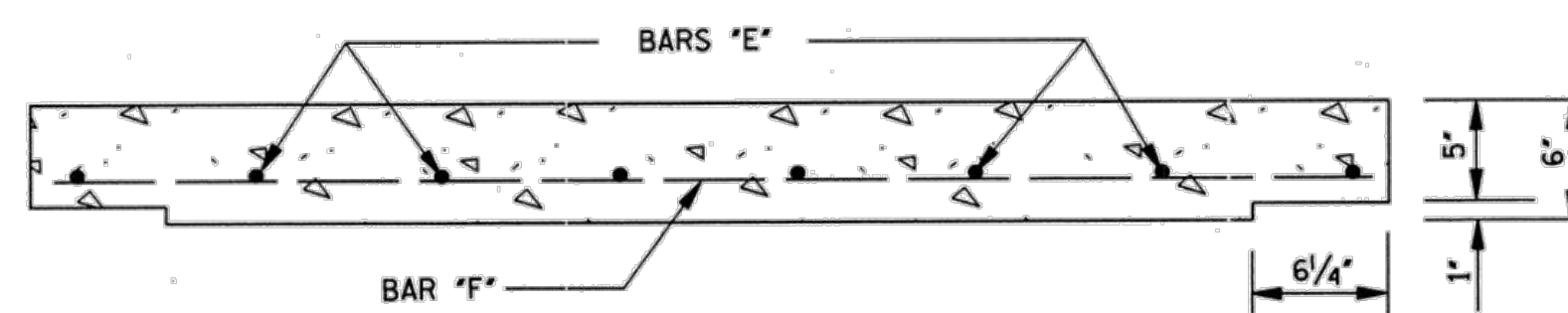


PIPE COLLAR DETAILS

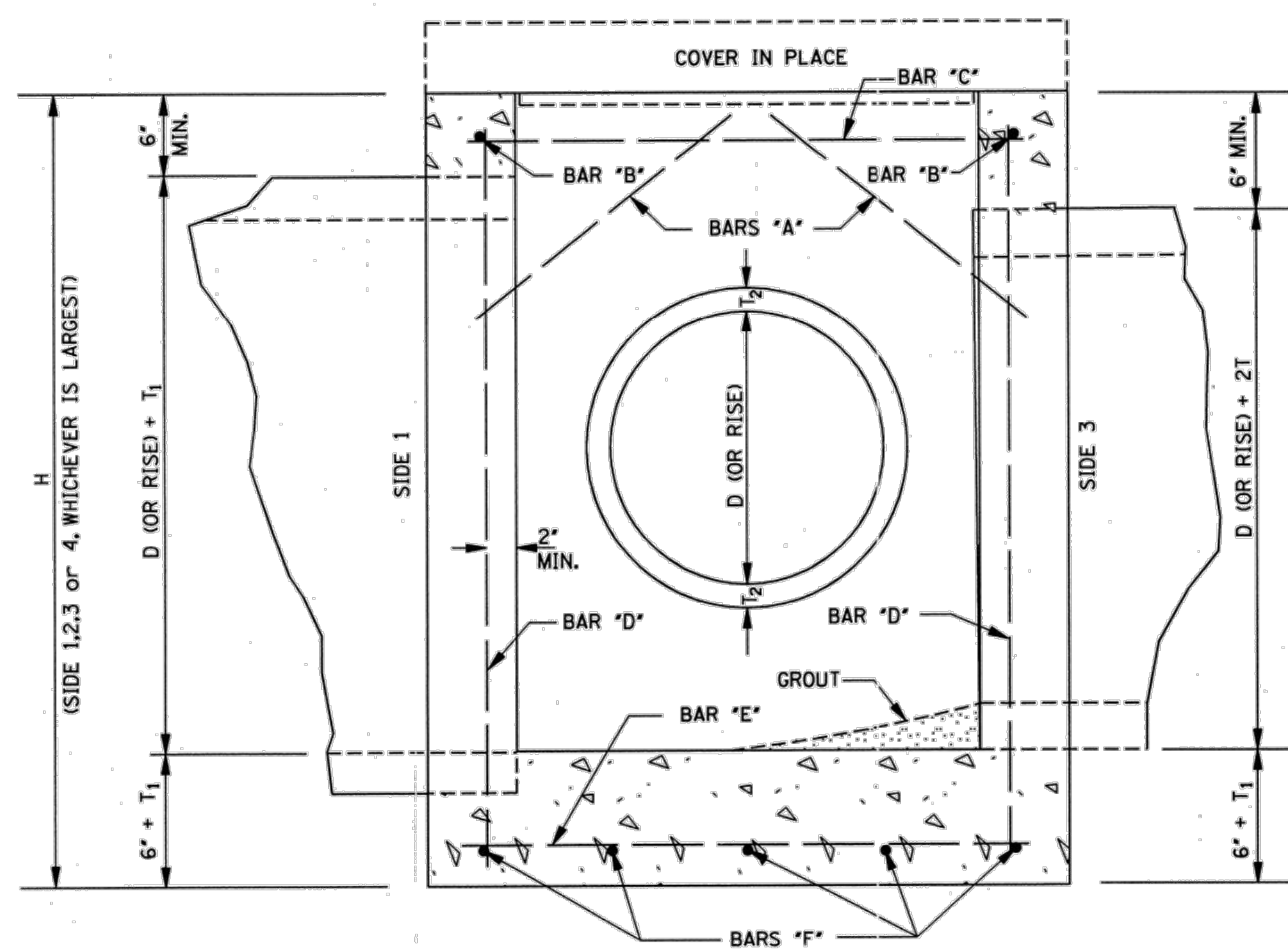
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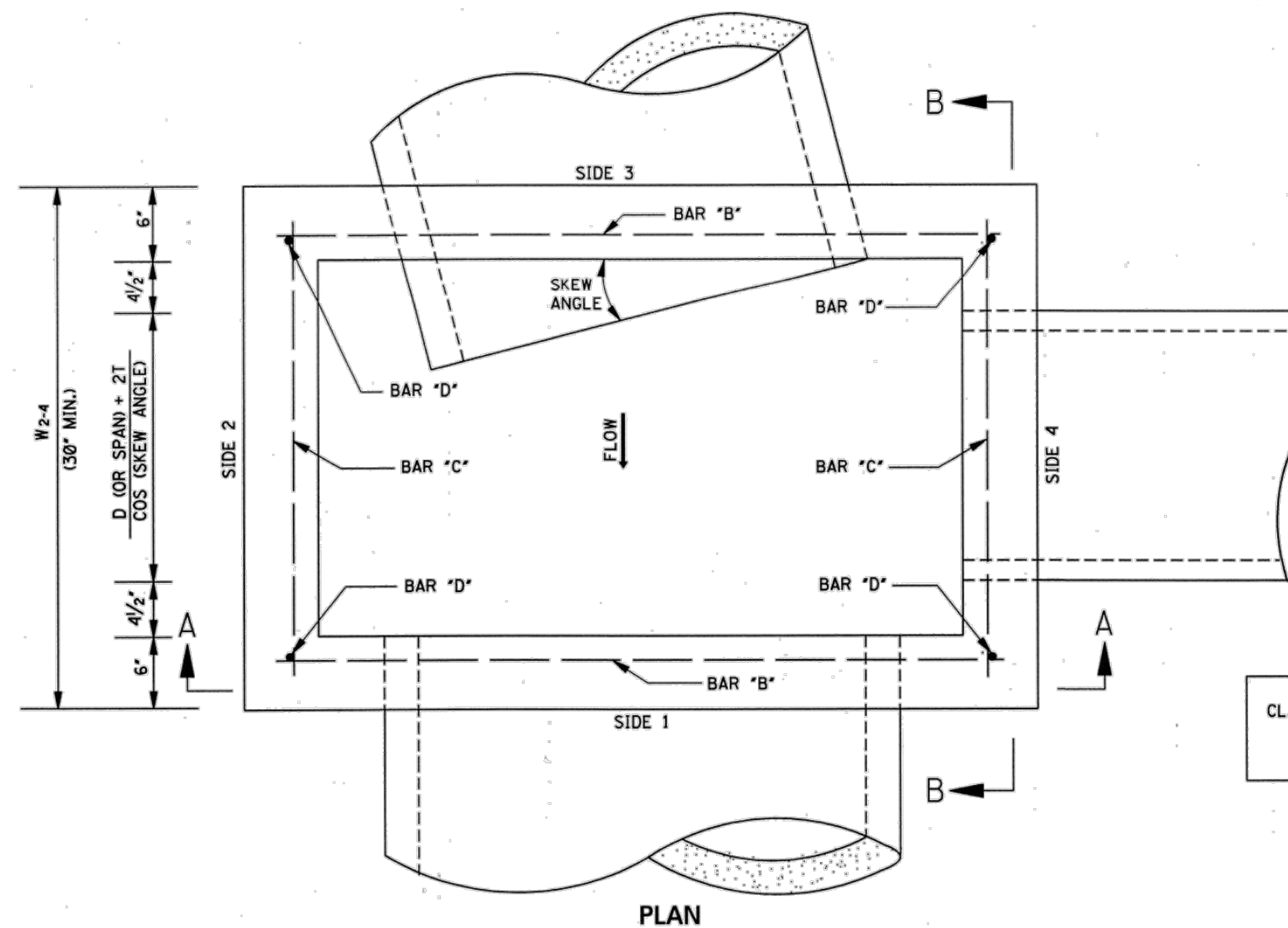
PLAN OF COVER



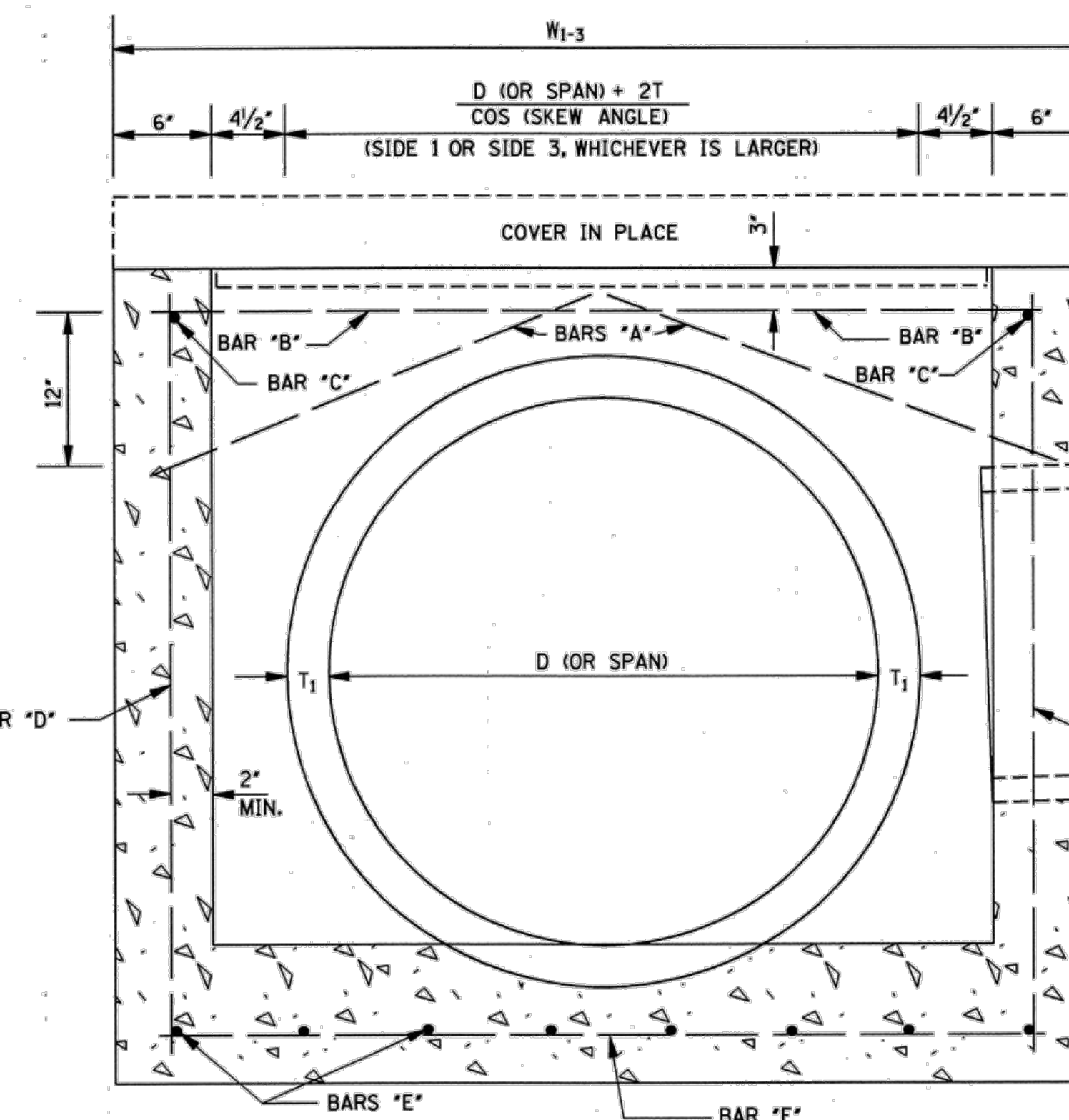
ELEVATION OF COVER



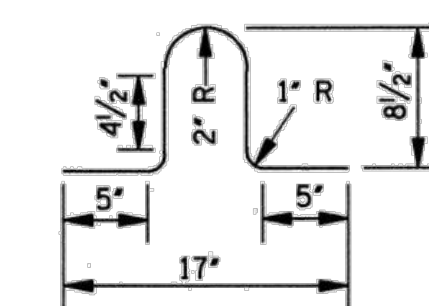
SECTION B-B



PLAN



SECTION A-A



LIFT BAR

NOTE: LIFT BAR TO BE FABRICATED FROM A #4 BAR 30" LONG. TWO LIFT BARS ARE REQUIRED. REINFORCING STEEL FOR 2 LIFT BARS = 3.3 lbs.

REINFORCING BAR LIST			
BAR	SIZE	NUMBER REQUIRED	LENGTH
A	#4	2 PER PIPE OPENING	$\sqrt{196 + \left(\frac{W}{2} + 2\right)^2}$
B	#4	2	$W_{1-3} - 6'$
C	#4	2	$W_{2-4} - 6'$
D	#4	4	$H - 6'$
E	#4	$2 \left[\left(\frac{W_{1-3}}{9} \right) ** + 1 \right]$	$W_{2-4} - 4'$
F	#4	$2 \left[\left(\frac{W_{2-4}}{9} \right) ** + 1 \right]$	$W_{1-3} - 4'$

NOTE: VARIABLES AND DESIGNATIONS ARE AS FOLLOWS:
D (OR SPAN) = PIPE DIAMETER (OR SPAN)
W₁₋₃ = WIDTH OF SIDE 1 & SIDE 3
W₂₋₄ = WIDTH OF SIDE 2 & SIDE 4
W* = W₁₋₃ OR W₂₋₄ (SIDE OF ENTERING PIPE)
** = ROUND TO NEAREST WHOLE NUMBER

CL. "B" CONC. (yd³) = [(Q1 + Q2) / 46,656] - Σ PIPE OPENING DEDUCTIONS
WHERE: Q1 = [5 * W₁₋₃ * W₂₋₄] + [1 * (W₁₋₃ - 12.5) * W₂₋₄ - 12.5 * 1] + [(1 + 6') * W₁₋₃ * W₂₋₄]
Q2 = 12 * [H - (T₁ + 6')] * [(W₁₋₃ - 12') + W₂₋₄]

CIRCULAR PIPE			ARCH PIPE		
PIPE SIZE	T	PIPE OPENING DEDUCTION (yd ³)	PIPE SIZE	T	PIPE OPENING DEDUCTION (yd ³)
18"	2 1/2"	0.053	22" x 13"	2 1/2"	0.053
24"	3"	0.091	29" x 18"	3"	0.087
30"	3 1/2"	0.138	36" x 23"	3 1/2"	0.129
36"	4"	0.196	44" x 27"	4"	0.185
42"	4 1/2"	0.263	51" x 31"	4 1/2"	0.245
48"	5"	0.340	58" x 36"	5"	0.318
54"	5 1/2"	0.427	65" x 40"	5 1/2"	0.394
60"	6"	0.524	73" x 45"	6"	0.489
66"	6 1/2"	0.630			
72"	7"	0.747			

GENERAL NOTES:

1. REINFORCING STEEL QUANTITIES TO BE COMPUTED FROM BAR LIST AND SHOWN ELSEWHERE ON THE PLANS.
2. QUANTITIES FOR JUNCTION BOXES SHOWN ON THE PLANS WILL BE THE BASIS FOR PAYMENT UNLESS AUTHORIZED MODIFICATIONS ARE MADE.
3. CONCRETE SHALL BE CLASS "B" AND REINFORCING STEEL SHALL BE DEFORMED BARS.
4. SIDE 1 OF THE JUNCTION BOX WILL ALWAYS BE THE OUTFLOW SIDE.
5. IF PIPES ARE SKEWED MORE THAN 15° OR IF SKEWED PIPES PRODUCE CONFLICTS WITH ANOTHER OPENING, THE PIPE SHALL BE BROKEN BACK TO THE WALL OF THE JUNCTION BOX.

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DRWN: WTA	DATE: 01/2019
CHKD:	DATE:
QA/QC:	DATE:

38TH AVENUE PATHWAY

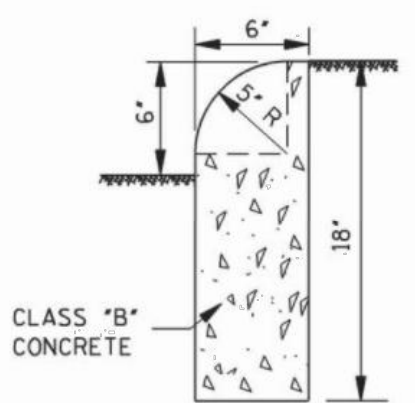
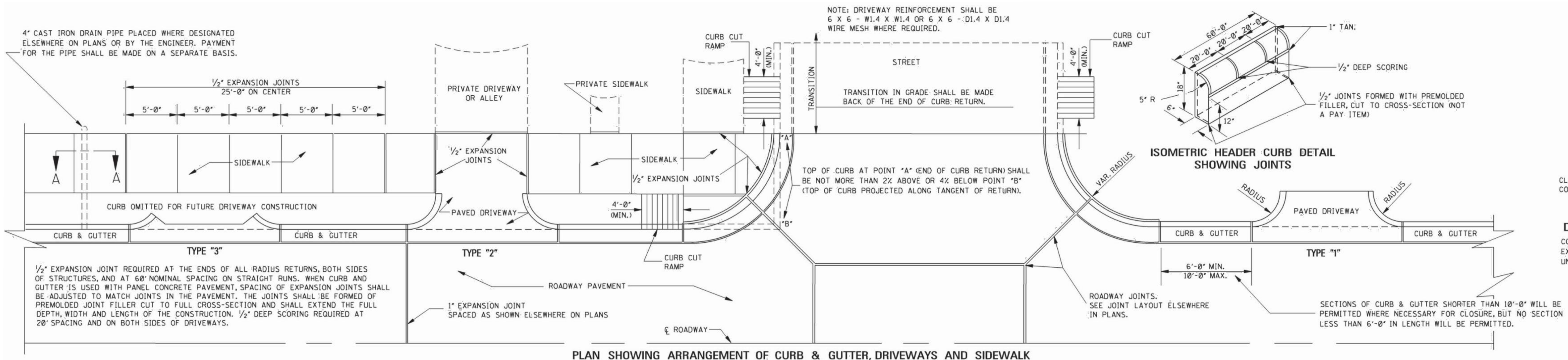
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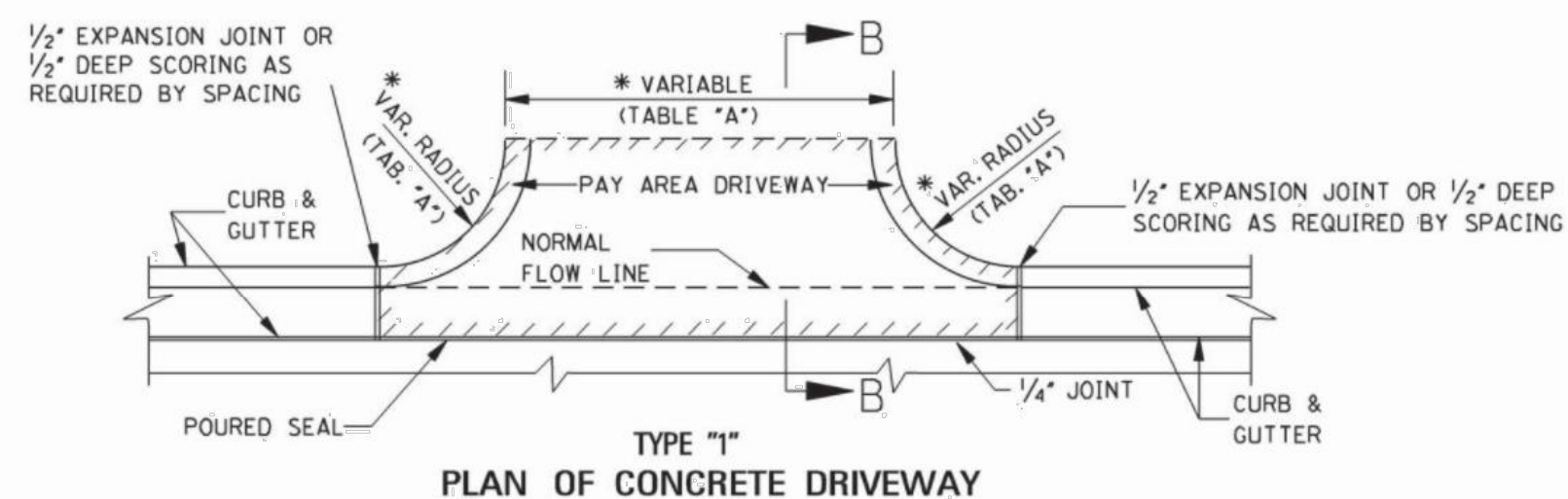
JUNCTION BOX FOR PIPE
CULVERTS

WORKING NUMBER:
JB-1

DRAWING NUMBER:
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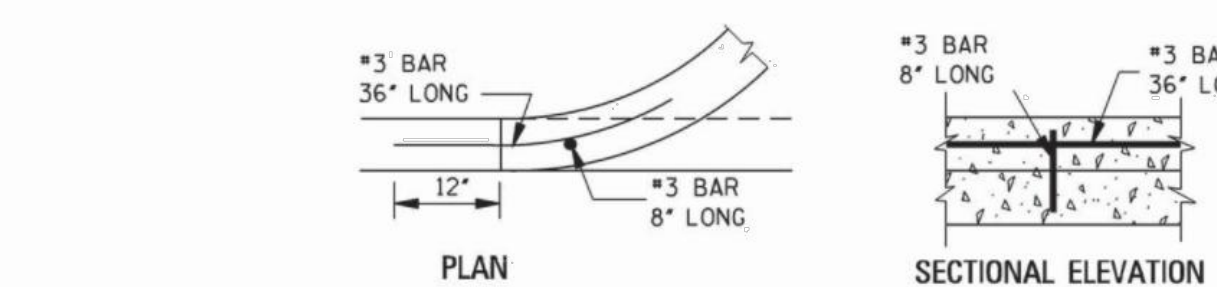
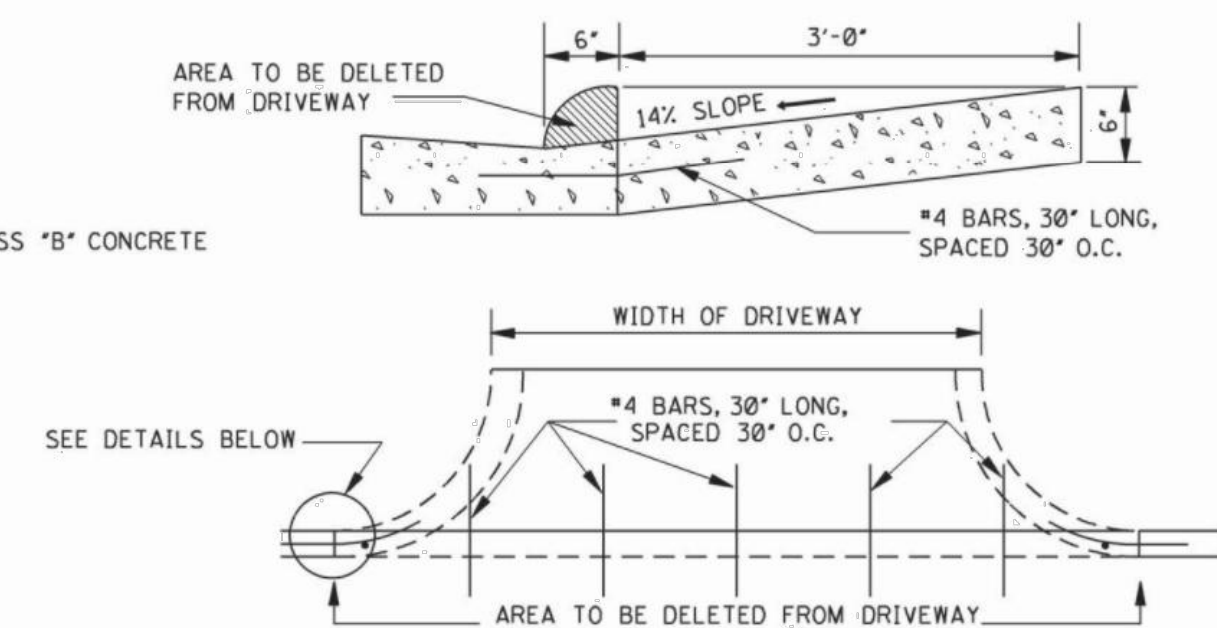
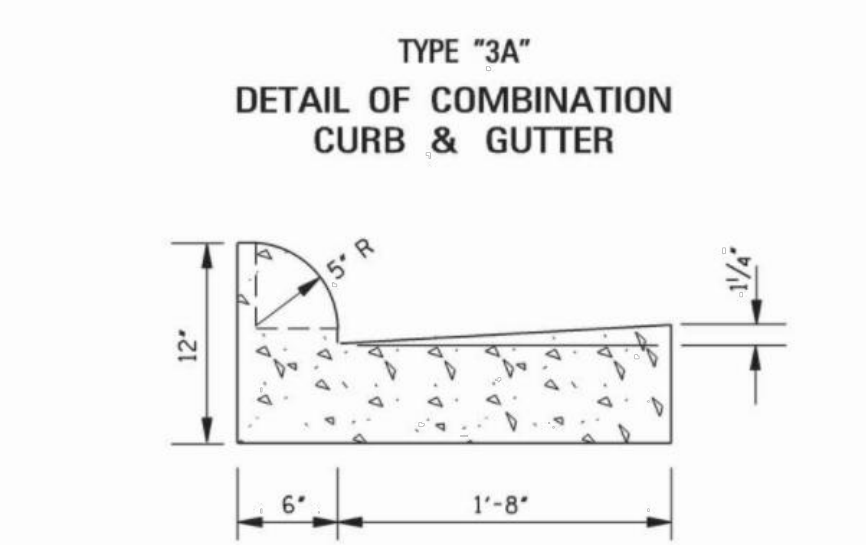
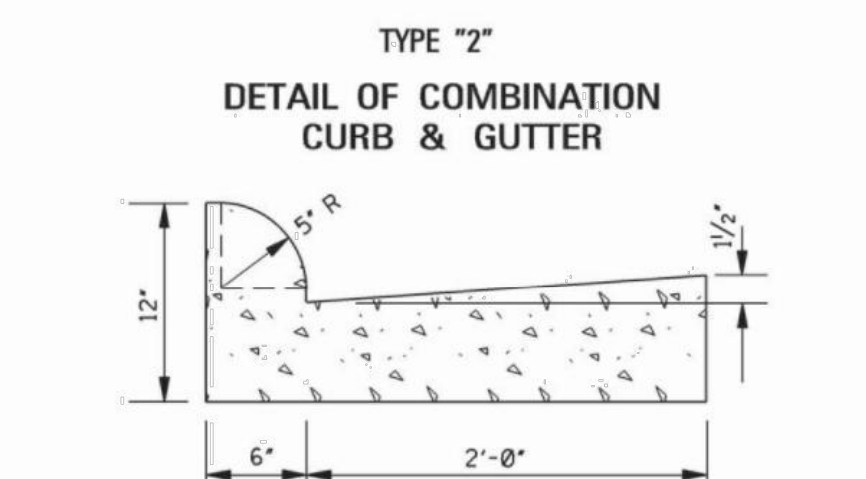
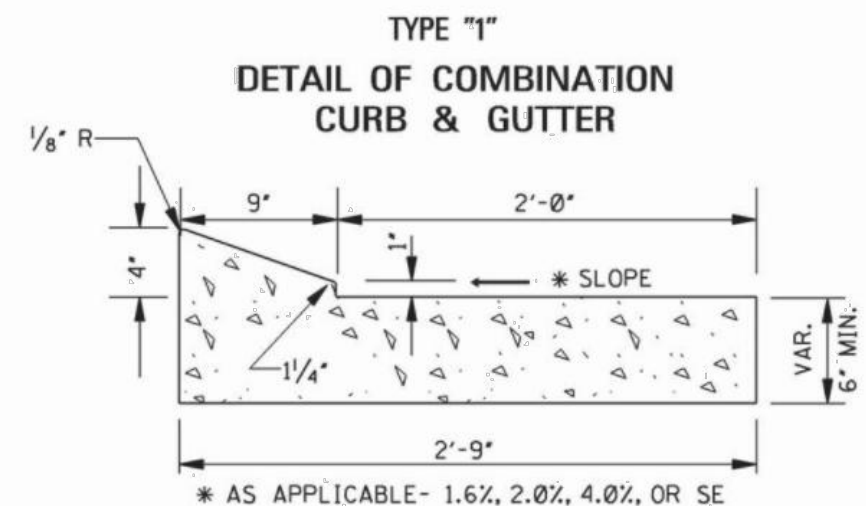
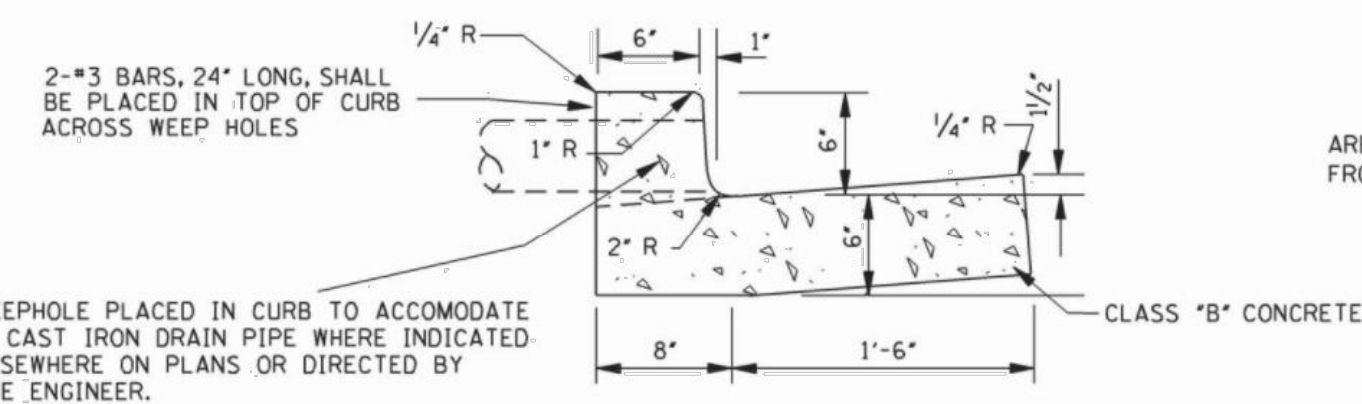
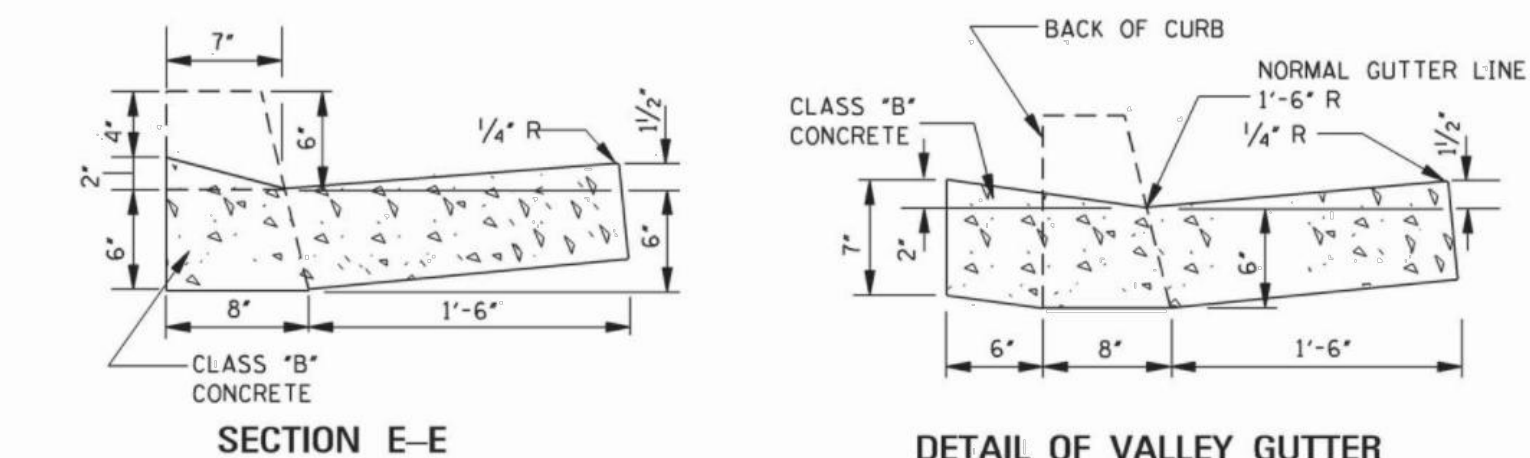
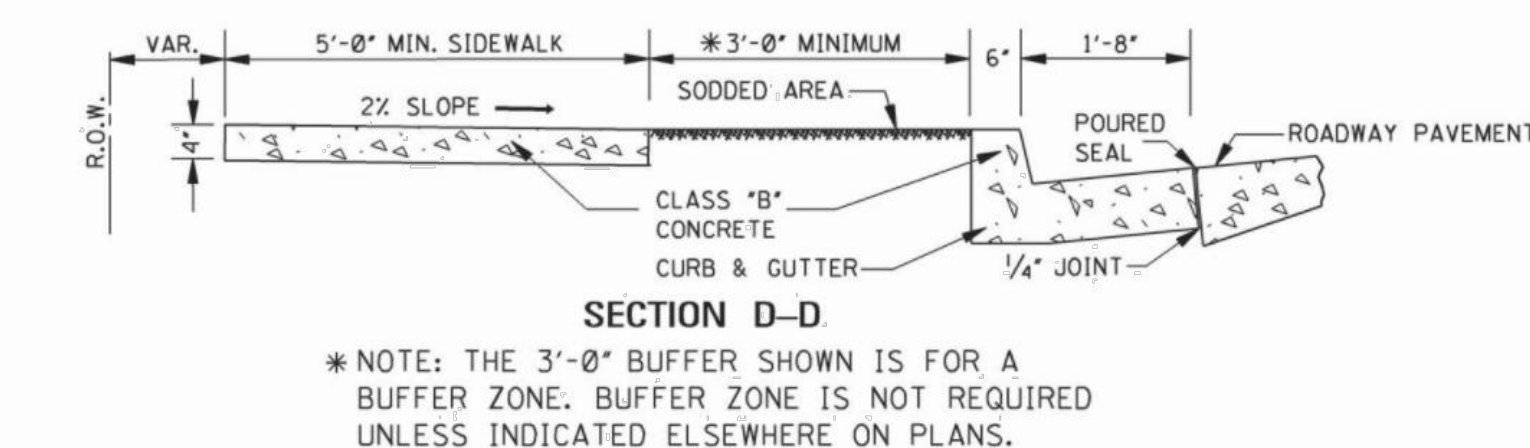
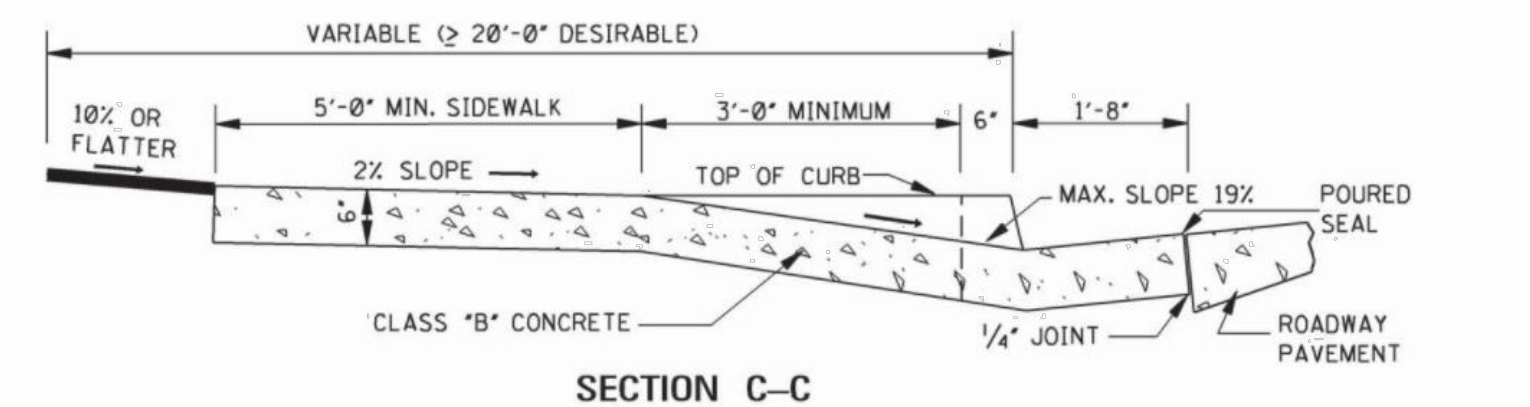
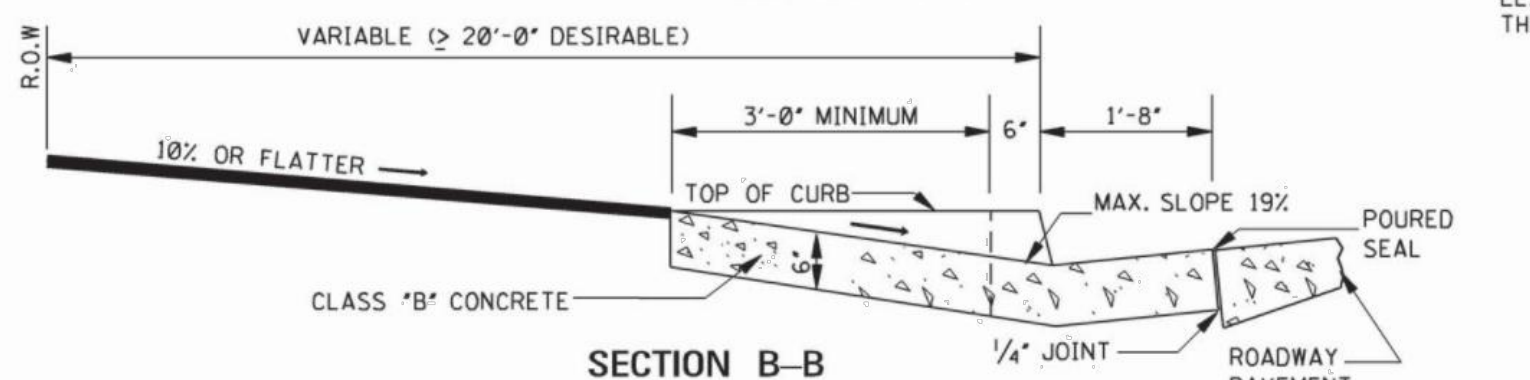
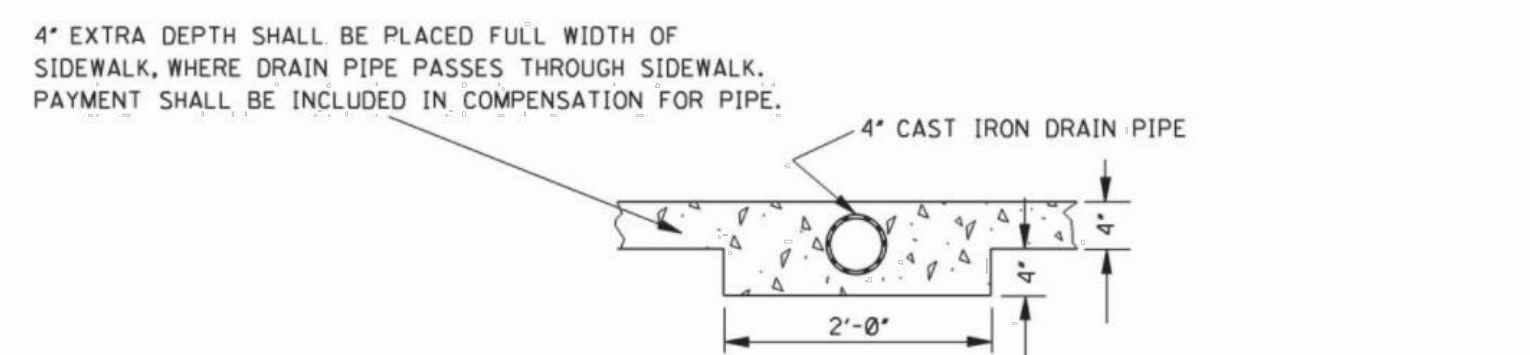
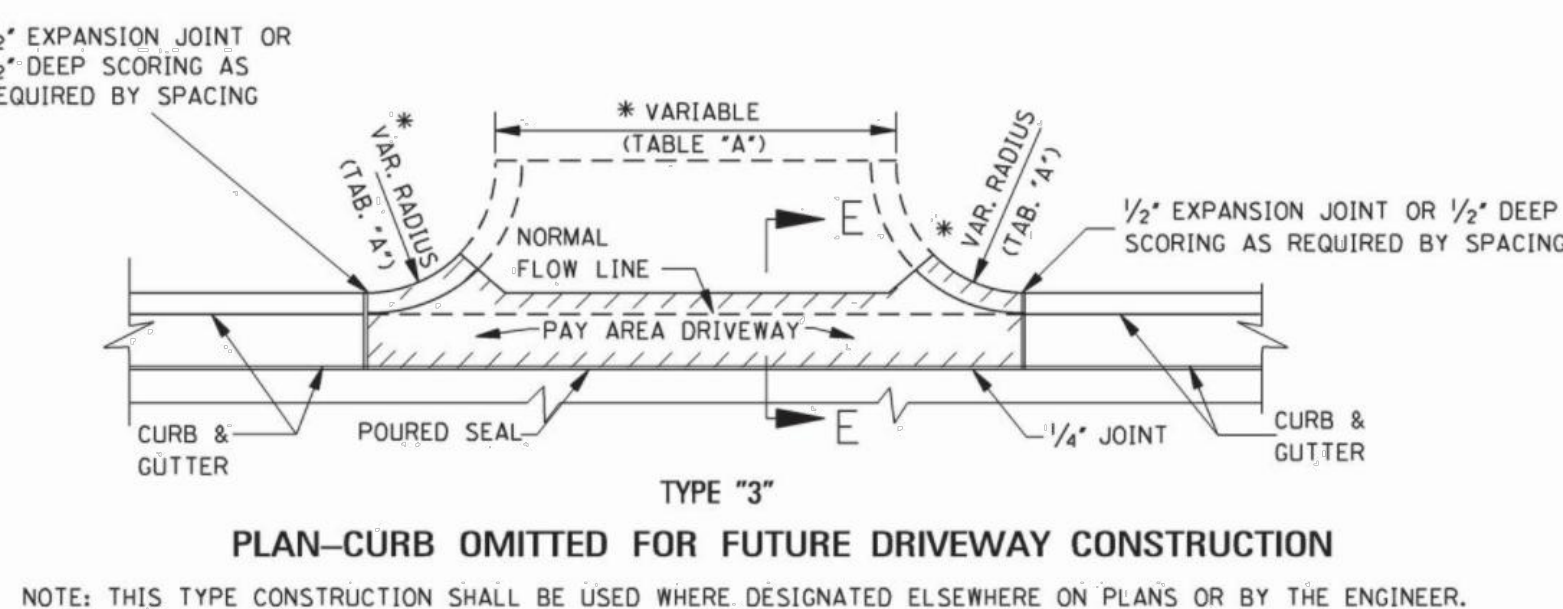
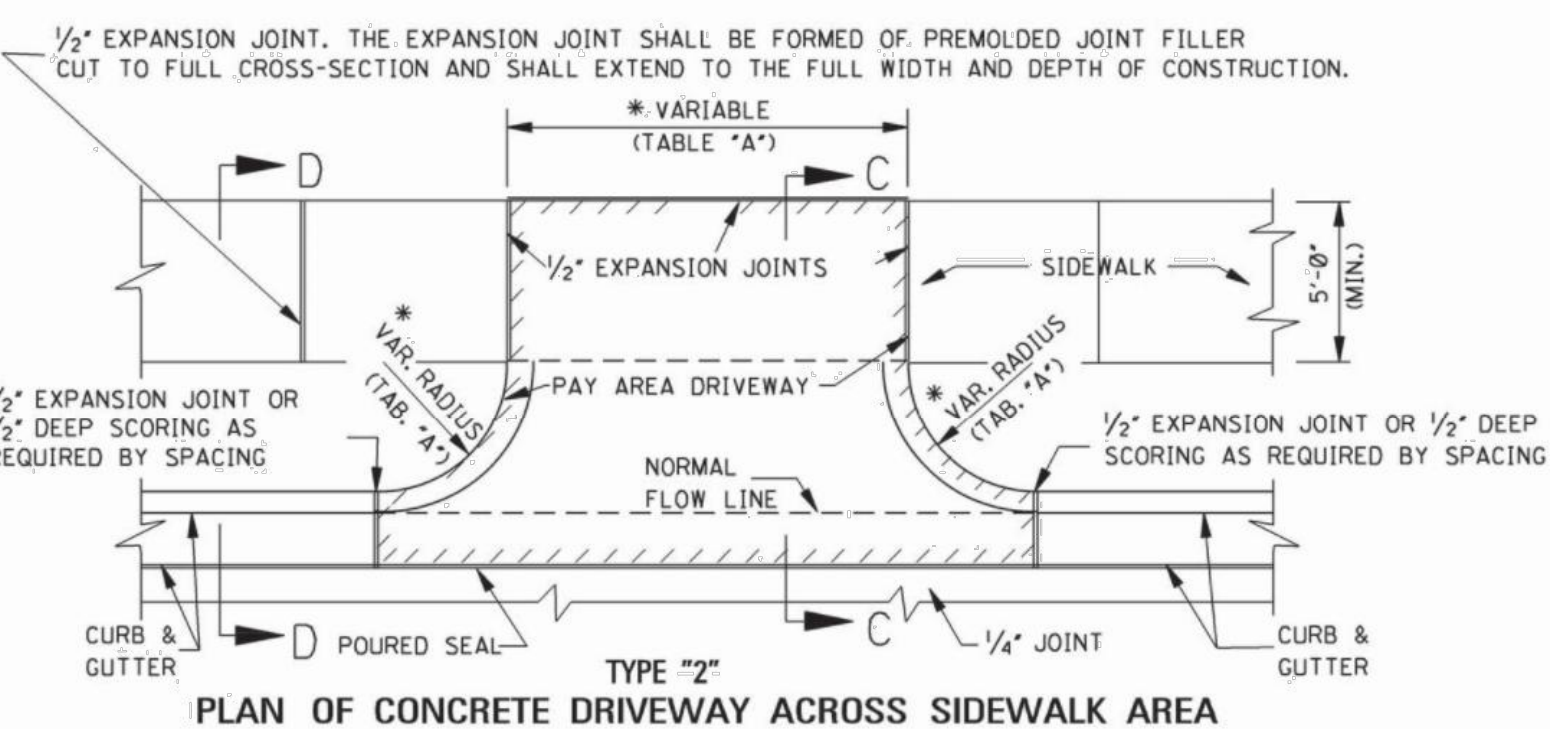


DETAIL OF HEADER CURB
CONTRACTION JOINTS REQUIRED AT 20' O.C.
EXPANSION JOINTS REQUIRED AT 60' O.C.
UNLESS OTHERWISE DIRECTED BY ENGINEER.



11.058 yd² FOR DRIVEWAY 16'-0" IN WIDTH.
0.574 yd² FOR EACH ADDED OR SUBTRACTED
FOOT OF WIDTH.
NOTE: THIS DRIVEWAY AREA EXAMPLE IS
COMPUTED ON THE BASIS OF 3'-0" RADIUS.
PAYMENT FOR CURB RADIUS SHALL BE
INCLUDED IN COMPENSATION FOR DRIVEWAY.

*TABLE "A"		
DRIVEWAY TYPE	DRIVEWAY WIDTH (ft)	CURB RETURN RADIUS (ft)
RESIDENTIAL	16'	3' - 10'
COMMERCIAL / INDUSTRIAL	30' - 50'	5' - 30'



PERMISSIBLE DRIVEWAY CONSTRUCTION METHOD FOR SLIP-FORM PLACEMENT OF CURB & GUTTER

- GENERAL NOTES:
1. THE STANDARD SPECIFICATIONS ADOPTED BY THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION SHALL, UNLESS OTHERWISE SPECIFIED HEREIN, APPLY TO ALL ITEMS INCLUDED ON THIS DRAWING.
 2. TRAVERSE CONTRACTION JOINTS ARE REQUIRED AT 20' ON CENTER FOR ALL CONCRETE DRIVEWAYS THAT EXTEND PAST THE END OF THE CURB RETURN. A 1/2" WIDE EXPANSION JOINT IS REQUIRED AT THE END OF THE CURB RETURN AND AT 60' ON CENTER THROUGHOUT THE LENGTH OF THE DRIVEWAY. A LONGITUDINAL CONTRACTION JOINT IS REQUIRED FOR ALL DRIVEWAYS EXCEEDING 20' IN WIDTH.
 3. SEE SHEET CCR-1 FOR DETAILS OF CURB-CUT RAMPS.

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				SURVEYED BY:	CLEARPOINT ENGINEERS
				DSGN:	MWE DATE: 01/2019
				DRWN:	WTA DATE: 01/2019
				CHKD:	DATE:
				QA/QC:	DATE:

38TH AVENUE PATHWAY

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY



DRIVEWAYS, CURB &
GUTTER & SIDEWALK

WORKING NUMBER:
SD-1

DRAWING NUMBER:
41

***CONTRACT DOCUMENTS AND TECHNICAL
SPECIFICATIONS
FOR***

38TH AVENUE SIDEWALK

FOR THE

**CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI
FORREST COUNTY**



JANUARY 2019

PREPARED BY



1/28/2019



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CONTENTS

Bidders Information and Bid Forms

Advertisement for Bids	00030-1
Instructions to Bidders	00100-1
Bidder's Proposal	00300-1
Contract Forms.....	00500-1

Project Manual

EJCDC	00700-1
Supplementary Conditions.....	00800-1

Technical Specifications

Division 01 – General Requirements

01010	Summary of Work	01010-1
01025	Measurement and Payment	01025-1
01026	Schedule of Values	01026-1
01027	Applications for Payment	01027-1
01030	Special Project Procedures.....	01030-1
01041	Project Coordination	01041-1
01041.1	Utility Coordination	01041.1-1
01045	Cutting and Patching.....	01045-1
01050	Field Engineering.....	01050-1
01060	Regulatory Requirements.....	01060-1
01200	Project Meetings	01200-1
01310	Construction Schedules.....	01310-1
01340	Shop Drawings, Project Data, and Samples.....	01340-1
01410	Testing Laboratory Services	01410-1
01600	Material and Equipment.....	01600-1
01630	Substitutions	01630-1
01710	Cleaning	01710-1
01720	Project Record Documents	01720-1
01740	Warranties and Bonds.....	01740-1

907 – Special Provisions

907-616-2	Colored and Imprinted Concrete Median and Island Pavement
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ADVERTISEMENT FOR BIDS

38TH AVENUE PATHWAY

CITY OF HATTIESBURG, MISSISSIPPI

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, Mississippi, hereafter referred to as Owner, located at 200 Forrest Street, Hattiesburg, Mississippi, 39401, until 10:00 A.M., Local Time, Thursday, **March 14**, 2019 for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. Work consists of constructing an 8' concrete pathway along 38th Avenue from Hardy Street to the Long Leaf Trace.

The above general outline of features of the work does not in any way limit the responsibility of the Contractor to perform all work and furnish all labor, equipment and materials required by the specifications and the drawings referred to therein.

Bidder must be qualified under Mississippi Law and show current Certificate of Responsibility issued by the Mississippi State Board of Public Contractors establishing his classification as to the value and type of construction on which he is authorized to bid.

Each Bidder shall write his Certificate of Responsibility Number on the outside of the sealed envelope containing his proposal.

Proposals shall be submitted in duplicate, sealed and deposited with the Owner prior to the hour and date hereinbefore designated. No bidder may withdraw his bid within 90 days after the actual date of the opening thereof.

Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident bidder's state awards contracts to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so-called Golden Rule is followed state law requires a non-resident bidder is to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors.

Each Bidder must deposit with his proposal, a Bid Bond or Certified Check in an amount equal to five percent of his bid, payable to the Owner, as bid security. Bidders shall also submit a current financial statement, if requested, by the Owner. The successful bidder will be required to furnish a Payment Bond and Performance Bond each in the amount of 100 percent of the contract amount.

Official Bid documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

"Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition" as referred to herein, may be purchased from the Mississippi Department of Transportation.

The Owner hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded the full

opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The Engineer is Neel-Schaffer, Inc., 704 Hardy Street, Hattiesburg, Mississippi 39401; Phone No. (601) 545-1565, Fax No. (601)-545-2267. Geoffrey P. Crosby, P.E. – Senior Project Manager.

The Owner reserves the right to reject any and all bids and to waive any informalities or irregularities therein.

BY: _____
City Clerk
City of Hattiesburg, Mississippi

DATES OF PUBLICATION:

February 10, 2019

February 17, 2019

INSTRUCTIONS TO BIDDERS
38TH AVENUE PATHWAY
CITY OF HATTIESBURG, MISSISSIPPI

CONTENTS

1.	Coordination of Specifications	00100-2
2.	Date and Place of Opening of Proposals.....	00100-2
3.	Form for Proposals.....	00100-2
4.	Prequalification	00100-3
5.	Certificate of Responsibility	00100-3
6.	Annual License to Bid	00100-3
7.	Charges for Proposals, Plans and Specifications	00100-3
8.	Omissions and Discrepancies.....	00100-3
9.	Addenda	00100-3
10.	Interpretations	00100-4
11.	Bid Security	00100-4
12.	General Information.....	00100-4
13.	Rejection of Proposal.....	00100-4
14.	Conditions of Work	00100-5
15.	Security for Faithful Performance	00100-5
16.	Insurance	00100-5
17.	Subcontractors	00100-5
18.	Method of Award – Lowest Responsive Bidder	00100-5
19.	Obligation of Bidder	00100-6
20.	Subsurface Data	00100-6
21.	Execution of Contract	00100-6
22.	Interchangeable Terms.....	00100-6
23.	Qualifications of Bidder, Owner's Rights	00100-6
24.	Materials and Equipment	00100-7
25.	Non-Resident Bidders.....	00100-7
26.	Designating Owner and Engineer	00100-7
27.	Materials Testing and Construction Staking.....	00100-7
28.	Contract Time	00100-7

1. COORDINATION OF SPECIFICATIONS

Work under this Contract shall be performed in accordance with the Contract Documents, which includes General Conditions, Supplementary Conditions and Technical Specifications contained therein. Division 200 through 800 of the *Mississippi Standard Specifications for Road and Bridge Construction*, 2017 Edition (can be downloaded at www.gomdot.com) is made a part hereof as if it were attached hereto, except where superseded by special provisions contained herein.

2. DATE AND PLACE OF OPENING OF PROPOSALS

The date, time, and place for opening Proposals will be as set out in the published "Advertisement for Bids."

The Owner reserves the right to postpone the date for presentation and opening of Proposals and will give notice of any such postponement to each known prospective Bidder.

3. FORM FOR PROPOSALS

Proposals must be submitted in duplicate on the forms furnished by the Owner and the envelope containing the Proposals must be sealed and addressed to:

City Clerk
City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

The outside of the envelope containing the Proposal shall bear the inscription:

**SEALED BID FOR: 38TH AVENUE PATHWAY
CITY OF HATTIESBURG, MISSISSIPPI**

BY _____

Certificate of Responsibility No. _____

State License No. _____

The duplicate Proposals shall be in the form of one original Proposal, marked "ORIGINAL" and one photocopy (Xerox or similarly reproduced copy) marked "PHOTOCOPY" of the original Proposal.

If Proposals are forwarded by the U.S. Postal Service, delivery shall be by Registered or Certified Mail.

4. PREQUALIFICATION

All Bidders must be in good standing with the Owner. Bidders who are not in good standing with the Owner will not be considered for award of the contract. Good standing includes, among other things: (a) whether Bidder has failed to successfully complete the work or punchlist items under another Owner contract; (b) whether Bidder is currently, or has been in the past five years, involved in litigation with the Owner regarding work under another Owner contract, either as a general contractor or subcontractor; (c) whether Bidder has been or is currently in default under another Owner contract the past five years. with the Owner; or (d) whether Bidder has failed to fulfill provisions of another Owner contract within

5. CERTIFICATE OF RESPONSIBILITY

Prior to filing Bids on Owner projects (in excess of \$50,000), the prospective Bidder must obtain a Certificate of Responsibility from the Mississippi State Board of Public Contractors, establishing his classification as to the value and the type of construction on which he is authorized to bid. Application must be submitted to the Board at least 30 days prior to a regular Board meeting scheduled every Quarter on the first Tuesday of January, April, July and October.

6. ANNUAL LICENSE TO BID (Not Used)

7. CHARGES FOR PROPOSALS, PLANS AND SPECIFICATIONS

Prospective Bidders may obtain Proposal forms including one copy of Contract Documents upon payment of the amount of money stipulated in the "Advertisement for Bids."

No refunds will be made for return of Plans or Specifications.

In the event all Bids are rejected and the Project is re-advertised, the original Bidders shall **NOT** be entitled to free Bidders Proposal forms for the subsequent letting.

8. OMISSIONS AND DISCREPANCIES

Should a Bidder find discrepancies, errors or omissions in the Drawings or Specifications, or should he be in doubt as to the correctness of the Plan details, dimensions and layout, he should immediately notify the Engineer in order to permit checking and any necessary revisions or modifications.

9. ADDENDA

Prior to the date set for opening of Bids, the right is reserved, in the interests of the Owner, as it may require, to revise or amend the Contract Documents. Such revisions, if any, will be announced by an Addendum or Addenda, and copies of such Addenda will be furnished to all prospective Bidders who have purchased Plans and Specifications for acknowledgment by return fax. If the revisions and Addenda are of a nature which require material changes in quantities or prices Bid, or both, the date set for opening Bids may be postponed to enable Bidders to revise their Bids. In such case, the Addendum or Addenda will include an announcement of the new date for opening Bids.

10. INTERPRETATIONS

No oral interpretation made to any Bidder as to the meaning of the Contract Documents shall be

considered an effective modification of any of the provisions of the Contract Documents. In order to ensure appropriate and concise responses, and avoid any misinterpretations, no verbal questions will be received. Written requests for interpretation of the Plans and Specifications shall be submitted to the Engineer at least 10 days prior to opening of Proposals so that a formal decision can be given in writing to all known prospective Bidders in the form of an Addendum. The Contract Document contains the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

11. BID SECURITY

All Bids shall be accompanied by a Bid Security in the form of a Certified Check upon a national or state bank or a Bid Bond made by a bonding company registered in the State of Mississippi, drawn and made payable to the Owner in an amount equal to five percent of the Bid. The Certified Check or Bid Bond must be enclosed in the same envelope with the Bid. Except as noted below, the Bid Security of all known unsuccessful Bidders will be returned promptly after a Notice of Award has been sent to the successful Bidder or in the event that all Bids are rejected.

The Bid Security of the next two lowest qualified Bidders will be retained until the Contract has been executed with the lowest qualified Bidder. The Bid Security of the successful Bidder will be returned when satisfactory Performance and Payment Bonds have been furnished and approved and the Contract executed.

12. GENERAL INFORMATION

Bidders shall inform themselves and comply with all pertinent Owner regulations and ordinances, State and Federal laws, licenses and tax liabilities which may in any manner affect their Bids and the prosecution of the work. The successful bidder will be responsible for obtaining all building, plumbing, and electrical permits required by the local city government. Special attention is directed to the rules and regulations published by the Mississippi State Tax Commission outlining certain taxes imposed on Contractors by the state of Mississippi.

13. REJECTION OF PROPOSAL

Proposals may be rejected in the case of any omission, alterations of forms, additions or conditions not called for, unauthorized alternate Bids, incomplete Bids, erasures or irregularities of any kind. Bids received conditioning their consideration or rejection upon Bids for the other work submitted by the same Bidder may be classed as irregular, unless the Contract Documents specifically invite or permit conditional or combination Bids. Bids in which the prices obviously are unbalanced may be rejected.

14. CONDITIONS OF WORK

Each Bidder must inform himself fully of the conditions relating to the construction of the Project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of his Contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

15. SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with his delivery of the Executed Contract, the Contractor shall furnish a Performance Bond and a Payment Bond each in the sum of 100% of the Contract amount as security for faithful performance of his Contract and for the payment of all persons performing labor on the Project under his Contract and furnishing materials in connection with his Contract, as specified in the Contract Documents. The surety of such Bonds shall be issued by a duly authorized surety company listed on the Treasury Department's most current list Circular 570 (as amended) and satisfactory to the Owner.

Attorneys in fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each bond a certified and effective dated copy of their Power of Attorney. Failure of the successful Bidder to execute the Contract and to supply the required bonds within 10 calendar days from the date that the Notice of Award is delivered, or within such extended period as the Owner may grant based upon reasons determined sufficient by the Owner, shall constitute a default, and the Owner, at his discretion, may either award the Contract to the next lowest qualified Bidder or readvertise for Bids, and may charge against the Bidder the difference between the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable bid is received by readvertising, the defaulting Bidder shall have no claim against the Owner for a refund. The Contractor's bond will not be released until all provisions of the Contract have been fulfilled.

16. INSURANCE

The Contractor will be required to carry the types and amounts of insurance named in the Contract Documents for the full life of the Contract.

17. SUBCONTRACTORS

Bidders are specifically advised that any person, firm or other party to whom it is proposed to award a Subcontract must be acceptable to the Owner. Nothing contained in the Contract Documents shall create any contractual relation between subcontractor and the Owner.

18. METHOD OF AWARD – LOWEST RESPONSIVE BIDDER

The Owner will award the Contract to the lowest and best Bid unless all Bids are rejected. The award will be based on the evaluation of the low bid for the total base bid or the total alternate bid as decided upon by the Owner.

The responsiveness of the low Bidder shall be determined by (1) the completeness and regularity of the Bidders Proposal; (2) the Bidders Proposal being without exclusions or special conditions; (3) the Bid Form having no alternative Bids for any item unless requested in the Technical Specifications; and (4) such other factors as may be considered under State law, Federal law or regulation.

The evaluation of the low bidder will be based on whether the Bidder (1) maintains a permanent place of business; (2) has adequate plant equipment to do the work properly and within the time limit that is established; (3) has adequate financial status to meet his obligations contingent to the work; (4) has adequate manpower and present workload is such that he can perform according to a reasonable schedule; and (5) such other factors as may be considered under State law, Federal law or regulation.

19. OBLIGATION OF BIDDER

At the time of the opening of Bids, each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Plans and Contract Documents (including all Addenda).

The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to his Bid. Submission of Bid shall be accepted as prima facie evidence that Bidder has inspected the site and is familiar with the Plans and Contract Documents.

20. SUBSURFACE DATA

Not Used.

21. EXECUTION OF CONTRACT

If the successful Bidder is a corporation, the officer who signs the Contract shall furnish copies of the resolution of the Directors of the corporation authorizing him to sign the contract. Such resolution should bear the seal of the corporation.

Subject to the applicable provisions of law, the Contract shall be in full force and effect only from and after the date when a fully executed and approved counterpart thereof has been rendered or delivered, or both, to the Contractor or his duly authorized agent or representative. Deposit of said counterpart in the United States mail in an envelope or wrapper properly addressed shall constitute compliance with these provisions by the Owner.

22. INTERCHANGEABLE TERMS

The terms "Bid" and "Proposal" wherever they are used in the Contract Documents are interchangeable and have the same meaning. The terms "Contract" and "Agreement", are interchangeable and have the same meaning. The terms "Contract Drawings" and "Plans", are interchangeable and have the same meaning.

23. QUALIFICATIONS OF BIDDER, OWNER'S RIGHTS

The Owner may make such investigation as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

24. MATERIALS AND EQUIPMENT

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a manufacturer, fabricator, supplier, or distributor, the naming of the item in this manner is intended to establish the type, function and quality required. Materials or equipment of other manufacturers, fabricators, suppliers, or distributors may be accepted by the Engineer if sufficient information is submitted by the Contractor to allow the Engineer to determine that the material or equipment proposed is equivalent to that named in the Contract Documents. Bidders are referred to Section 6.3 of the General Conditions regarding procedures for approval of substitute materials and

equipment.

25. NON-RESIDENT BIDDERS

Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident Bidder's state awards contractors to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so called "Golden Rule" is followed, state law requires a non-resident Bidder to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors.

26. DESIGNATING OWNER AND ENGINEER

Any reference in the Contract Documents to the State of Mississippi, Mississippi Department of Transportation, Mississippi Transportation Commission, or any official thereof shall be interpreted to mean the City of Hattiesburg, Mississippi, the "Owner".

Any reference in the Standard Specifications to the Project Engineer, District Engineer, Office Engineer, or Engineer shall be interpreted to mean the Engineer for the City of Hattiesburg, Mississippi, Neel-Schaffer, Inc.

27. MATERIALS TESTING AND CONSTRUCTION STAKING

The Contractor shall be responsible for all testing of materials associated with the project. Materials shall be tested in accordance to the requirements and frequencies outlined in the *Mississippi Standard Specifications for Road and Bridge Construction* (2017 Edition), and shall be considered an absorbed item.

Contractor shall be responsible for all construction staking as specified (cost absorbed). Construction staking shall also include earthwork quantity calculations for applicable pay items

28. CONTRACT TIME

The Contractor shall commence the work required by the Contract Documents within 10 calendar days after the date of the Notice to Proceed and will retain substantial completion within 210 consecutive calendar days of the Notice to Proceed date unless the period for completion is extended otherwise by the Contract Documents.

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BIDDER'S PROPOSAL
38TH AVENUE PATHWAY
CITY OF HATTIESBURG, MISSISSIPPI

CONTENTS

Bidder's Proposal00300-2

Prices Bid and Approximate Quantities.....00300-4

Bidder's Corporate Declaration.....00300-8

Non-Collusion Affidavit00300-9

Bid Bond00300-10

Proposed Subcontractors.....00300-12

BIDDER'S PROPOSAL
38TH AVENUE PATHWAY
CITY OF HATTIESBURG, MISSISSIPPI

DATE: _____, 20_____

PROPOSAL OF _____
(Name of Bidder)

(Address of Bidder)

for construction of the Sullivan Park Pavilion.

The documents on which this Proposal is based include the Instructions to Bidders, Bid Forms, General Conditions, Supplementary Conditions, Supplemental General Conditions, Technical Specifications, Contract Drawings, and all supplements, amendments and addenda for this Project and are made a part hereof by reference.

TO: CITY OF HATTIESBURG
200 FORREST STREET
HATTIESBURG, MISSISSIPPI 39401

Gentlemen:

The following Proposal is submitted on behalf of the undersigned Bidder(s) and no others. Evidence of my (our) authority to submit the Proposal is hereby furnished. The Proposal is submitted without collusion on the part of any person, firm or corporation.

I (We), the undersigned Bidder(s), certify that I (we) have carefully examined the Instructions to Bidders, Bid Forms, General Conditions, Supplemental Conditions, Technical Specifications, Contract Drawings and any and all Addenda thereof.

I (We) further certify that I, (we) have visited and carefully examined the site of the proposed Work and have inspected the location and condition of all public utilities and existing structures or other facilities on the site or adjacent thereto which may be affected by the proposed construction and fully understand all conditions relative to construction difficulties, hazards, labor, transportation and all other factors affecting the prosecution of the work covered by this Proposal.

I (We) understand that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid. No increase in quantities of work shall be performed until a written change order is duly executed in advance and approved in the public minutes of the Owner.

In accordance with the requirements of the Instructions to Bidders, Bid Forms, Federal Supplement to Bidder's Proposal, Technical Specifications, General Conditions, Supplementary Conditions, Contract

00300-2

Drawings, and any Addenda, I (we) propose to furnish all necessary materials, equipment, labor, tools and other means of construction and will do all Work called for by the Contract Documents within the specified Contract Time. The following is my (our) itemized proposal for the project:

Prices Bid and Approximate Quantities – Base Bid

Pay Item	Description	Qty	Unit	Unit Price	Price Extension
202-A	REMOVAL OF OBSTRUCTIONS	1	LUMP SUM	XXXX	
202-B	REMOVAL OF CONCRETE SIDEWALK	325	SY		
202-B	REMOVAL OF PAVEMENT, ALL TYPES AND DEPTHS	850	SY		
202-B	REMOVAL OF CURB & GUTTER, ALL TYPES	400	LF		
203-A	UNCLASSIFIED EXCAVATION, FM, AH	200	CY		
203-G	EXCESS EXCAVATION, FM, AH	100	CY		
203-EX	BORROW EXCAVATION, AH, FME, CLASS B9	600	CY		
211-A	TOPSOIL FROM RIGHT OF WAY	3,500	SY		
211-B	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	50	CY		
216-B	SOLID SODDING, CENTIPEDE	2,400	SY		
219-A	WATERING	380	KGAL		
220-A	INSECT PEST CONTROL	1	ACRE		
234-A	TEMPORARY SILT FENCE	1,000	LF		
237-A	WATTLES, 20"	200	LF		
246-A	SANDBAGS	100	EACH		
601-B	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES	15	CY		
602-A	REINFORCING STEEL	1,500	LBS		
603-CE	15" CORRUGATED POLYETHYLENE PIPE	100	LF		
603-CA	15" REINFORCED CONCRETE PIPE CLASS III	16	LF		
603-CB	15" CONCRETE END SECTION	1	EACH		
907-603-PP	18" CORRUGATED POLYETHYLENE INLINE INLET, PER PLANS	7	EACH		
608-A	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	3000	SY		
907-616-A	COLORLED CONCRETE WITH SCORING	60	SY		
907-616-B	STAMPED AND COLORED CONCRETE (BRICK PATTERN)	2,050	SF		
907-616-C	STAMPED CONCRETE, BRICK PATTERN WITH TRUNCATED DOMES	27	EACH		

609-B	CONCRETE CURB, HEADER	200	LF		
609-D	TYPE 1 MODIFIED CURB AND GUTTER	130	LF		
907-609-PP	6" CONCRETE BAND, PER PLANS	515	LF		
613-D	MODIFY EXISTING INLET, PER PLANS	3	EACH		
613-D	ADJUSTMENT OF WATER METER	13	EACH		
614-B	CONCRETE DRIVEWAY, WITH REINFORCEMENT, 6" THICKNESS	750	SY		
815-B	GROUTED RIPRAP, #100	50	SY		
815-E	GEOTEXTILE FOR SUBSURFACE DRAINAGE, TYPE V, NON-WOVEN	50	SY		
618-A	MAINTENANCE OF TRAFFIC	1	LUMP SUM	XXXX	
620-A	MOBILIZATION	1	LUMP SUM	XXXX	
626-H	THERMOPLASTIC LEGEND, WHITE (6" EQUIV.)	3,050	LF		
632-C	TRAFFIC SIGNAL CABINET MODIFICATIONS	1	EACH		
634-A	TYPE VI PEDESTRIAN SIGNAL POLE WITH FOUNDATION	1	EACH		
635-A	TYPE 6 SIGNAL WITH PUSH BUTTON AND SIGN	1	EACH		
636-D	2-IMSA-20-1, AWG14, 5 CONDUCTOR	200	LF		
637-D	2" SCHEDULE 40 CONDUIT WITH PULL STRING, JACK OR BORED	330	LF		
637-C	2" SCHEDULE 40 CONDUIT WITH PULL STRING	3,570	LF		
637-A	TRAFFIC SIGNAL PULL BOX TYPE 1	1	EACH		
637-A	TRAFFIC SIGNAL PULL BOX TYPE 3	1	EACH		
637-D	JACK OR BORE 2" ROLL PIPE	365	LF		
682-D	ELECTRICAL PULL BOX	23	LF		
686-A	RELOCATION OF UPLIGHT AND CONDUCTORS	3	EACH		
809-A	RETAINING WALL	380	SF		
907-613-PP	RELOCATION OF SEWER CLEANOUT, PER PLANS	1	EACH		
TOTAL BASE BID \$					

THE BIDDER'S TOTAL ABOVE IS HIS TOTAL BID BASED ON HIS UNIT PRICES AND LUMP SUM PRICES AND THE ESTIMATED QUANTITIES. THIS FIGURE IS FOR INFORMATION ONLY AT THE TIME OF OPENING BIDS. THE OWNER WILL MAKE THE BID TABULATION FROM THE UNIT PRICES AND LUMP SUM PRICES BID. IF THERE IS AN ERROR IN THE TOTAL BY THE BIDDER, IT SHALL BE CHANGED AS ONLY THE UNIT PRICES AND LUMP SUM PRICES SHALL GOVERN.

NOTE: FAILURE OF BIDDER TO INCLUDE PRICES FOR THE ALTERNATE BID ITEMS MAY RENDER HIS PROPOSAL NON-RESPONSIVE.

NOTE: Bids shall include sales tax and all other applicable taxes and fees.

I (We) further propose to execute the Contract Agreement as bound herein within ten working days after receipt of Contract Forms from the Owner and to complete the work within the contract time. I (We) agree to pay as liquidated damages the actual costs, expenses and other losses reasonably incurred by Owner for each consecutive calendar day beyond the specified Contract Time.

I (We) also propose to execute a Performance Bond and a Payment Bond, as shown in the Specifications, each in an amount of not less than one hundred percent (100%) of the total of my (our) Bid. These Bonds shall not only serve to guarantee the completion of the Work on my (our) part, but also to guarantee the excellence of both workmanship and materials until the Work is finally accepted.

I (We) enclose a Bid Bond or Certified Check for 5 percent of _____
_____, DOLLARS (\$_____))
(Base Bid Amount)

and hereby agree that in case of my (our) failure to execute the Contract and furnish the Bonds within ten calendar days after delivery of the Notice of Award, the amount of this check (Bid Bond) will be forfeited to the Owner as liquidated damages arising out of my (our) failure to execute the Contract as proposed.

It is understood that in case I (we) am (are) not awarded the Work, the Certified Check or Bid Bond submitted as Bid security will be returned as stipulated in the Contract Documents.

Bidder acknowledges receipt of the following Addenda:

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

Respectfully Submitted,

Contractor(s)

By: _____
Title

Address

BIDDER'S CORPORATE DECLARATION
(TO BE FILLED IN IF BIDDER IS A CORPORATION)

Date: _____, 20_____.

Our corporation is chartered under the Laws of the state of _____ and the names, titles and business addresses of the executives are as follows:

President

Secretary

Treasurer

DECLARATION OF PARTNERSHIP

(To be filled in if a Bidder is a Partnership)

Our Partnership is composed of the following individuals:

Address

Address

NON-COLLUSION AFFIDAVIT

**38TH AVENUE PATHWAY
CITY OF HATTIESBURG, MISSISSIPPI**

(THIS AFFIDAVIT MUST BE EXECUTED FOR THE BID TO BE CONSIDERED)

STATE OF _____)
COUNTY OF _____) ss.

_____ being first duly sworn,
(Person)
deposes and says that he is _____

(Sole owner, a partner, president, secretary, etc.)
of _____ the party making the foregoing Proposal or Bid;
(Name of Firm)

that such Bid is genuine and not collusive; that said Bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder on the same contract; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner or any person or persons interested in the proposed contract; and that all statements contained in said Proposal or Bid are true; and further, that such Bidder has not, directly or indirectly submitted his Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public in and for

_____ County,

(SEAL)

My Commission Expires
_____, 20_____.

BID BOND

**38TH AVENUE PATHWAY
CITY OF HATTIESBURG, MISSISSIPPI**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the Owner, in the penal sum of \$_____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed this _____ day of _____, 20 _____.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner, a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing for the above referenced project.

NOW THEREFORE,

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

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

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

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

Contractor

SEAL

By:_____

Surety

SEAL

By:_____

PROPOSED SUBCONTRACTORS
38TH AVENUE PATHWAY
CITY OF HATTIESBURG, MISSISSIPPI

The names and addresses of all persons and parties who will be utilized for subcontract Work in the foregoing Bidder's Proposal are listed below. (The Contractor must list all Subcontractors to be utilized on the Work. Failure to list Subcontractors may cause the Bidder's Proposal to be rejected by the Owner as non-responsive.) If the Bidder does not propose Subcontractors, so state.

NAME

ADDRESS

CONTRACT FORMS
38TH AVENUE PATHWAY
CITY OF HATTIESBURG, MISSISSIPPI

CONTENTS

Contract.....	00500-2
Partnership Certificate	00500-5
General Instructions for Bonds	00500-6
Performance Bond	00500-7
Payment Bond.....	00500-9
Notice of Award.....	00500-11
Notice to Proceed.....	00500-13
Contract Change Order	00500-15

CONTRACT

**38TH AVENUE PATHWAY
CITY OF HATTIESBURG, MISSISSIPPI**

This Contract, made this the _____ day of _____, 20____, by and between the City of Hattiesburg, Mississippi, a municipal corporation, hereinafter called "Owner" and _____ doing business as a _____ located in _____ hereinafter called the "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. THE CONTRACTOR will commence and complete the "38th Avenue Pathway" project in strict accordance with the Contract Documents and the Contract Drawings.
2. The Contractor will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will attain Final Completion within the contract time stipulated in the Advertisement for Bids unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The Contractor agrees to pay, as liquidated damages, the actual damages, costs, losses and expenses reasonably incurred by Owner for each consecutive calendar day that he shall be in default in attaining Final Completion within the time stipulated as provided herein.
3. The term "CONTRACT DOCUMENTS" means and includes Advertisement for Bids, Instructions to Bidders, Bidder's Proposal, Bid Bond, Contract, Payment Bond, Performance Bond, General Conditions, Supplementary Conditions, Technical Specifications, Contract Drawings, Notice of Award, Notice to Proceed, Addenda (if any), and all subsequent Change Orders, Supplemental Agreements and/or other modifications as if formally recopied in this Contract.
4. The Contractor agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Contract in good and workmanlike manner, strictly in accordance with said Contract Documents, Contract Drawings and other requirements of the Owner, and to the complete satisfaction of the Owner or his authorized representatives, and in accordance with the Laws of the state of Mississippi and the Ordinances of the Owner, for which the Owner hereby agrees to pay and the Contractor agrees to accept a sum of money in current funds equal to the contract amount of _____ (\$ _____) plus the amount of any supplemental agreements and force accounts for extra work authorized and duly set forth in a written change order approved and executed by the Owner and set forth in the public minutes of the Owner and in full compensation for furnishing all materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the nature of the work, or the action of the weather, and any and all other unforeseen obstructions or difficulties that may be encountered in the prosecution of the same, the Contractor assuming all risks of every kind and description in the performance of this Contract.

-
5. The Contractor shall protect, indemnify and save harmless the Owner from and against any and all damage, loss, claims, judgments or expenses, including but not limited to reasonable attorney's fees, which the Owner may suffer or be subjected to by the performance of the work, including but without limitation injury to or death of any person whomever and destruction or damage to any property whatsoever.
 6. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the state of Mississippi, in the sum of

(\$_____).
 7. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the state of Mississippi, in the sum of

(\$_____).
 8. The Contractor agrees to allow the Owner, or any of their duly authorized representatives, access to any books, documents, papers and records of the Contractor which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and Contractor agrees to insert an identical clause in any and all subcontracts.
 9. The Owner will pay to the Contractor in the manner and at such times and amounts as set forth in the Contract Documents.
 10. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
 11. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Contractor and the Owner may withhold any payments to the Contractor until such time as the exact amount of damages due the Owner from the Contractor is determined.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in _____ counterparts, each of which shall be deemed an original on the date first above written. (number)

OWNER

CONTRACTOR

BY _____

BY _____

ATTEST _____

ATTEST _____

(Seal)

(Seal)

PARTNERSHIP CERTIFICATE

State of _____

County of _____ Ss.

On this _____ day of _____, 20_____, before me personally appeared _____, known to me and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is a general partner in the firm of _____; that said firm consists of himself and _____; and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public in the

County of _____

State of _____

Notary Seal

My Commission Expires:

CORPORATE CERTIFICATE

I, _____ certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that _____, who signed said Contract on behalf of the Contractor was then _____ of said Corporation; that said Contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Secretary

Corporate Seal

GENERAL INSTRUCTIONS FOR BONDS

1. The surety on each Bond must be a responsible surety company, which is qualified to do business in Mississippi and satisfactory to the Owner.
2. The name, including full Christian name and residence of each individual party to the Bond shall be inserted in the body thereof, and each such party shall sign the Bond with his usual signature on the line opposite the seal and if signed in Maine, Massachusetts or New Hampshire an adhesive seal shall be affixed opposite the signature. The bond must be either signed or countersigned by a Mississippi Resident Agent of the Surety Company.
3. If the principals are partners, their individual names will appear in the body of the Bond with the recital that they are partners composing a firm, naming it; and all the members of the firm shall execute the Bond as individuals.
4. The signature of a witness shall appear in the appropriate place, attesting to the signature of each individual party to the Bond.
5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the Bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case, a scroll or adhesive seal shall appear following the corporate name.
6. The official character and authority of the person or persons executing the Bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached hereto. In lieu of such certificate there may be attached to the Bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
7. The date of this Bond must not be prior to the date of the Contract in connection with which it is given.
8. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars,
\$(_____) in lawful money of the United States, for the payment of which sum well
and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these
presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
contract with the OWNER, dated _____ day of _____ 20 _____,
a copy of which is hereto attached and made a part hereof for the construction of :

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings,
covenants, terms, conditions, and agreements of said contract during the original term thereof, and any
extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the
one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and
shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by
reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the
OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full
force and effect.

NOW, THEREFORE, if the Principal shall promptly make payment of all taxes, licenses, assignments,
contributions, damages, penalties, and interest thereon, when and as the same may lawfully be due the state of
Mississippi, or any county, municipality, board, department, commission, or political subdivision thereof, by
reason of and directly connected with the performance of said Contract or any part thereof as provided by
Sections 27-65-1, 27-65-21, 27-67-301 and 31-5-3, supra, or any other applicable statute or other authority,
then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change,

00500-7

extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this statement is executed in _____ counterparts, each one of which shall
(number)
be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

(Principal) Secretary
(Seal)

Principal
By _____

(Address)

Witness as to Principal

(Address)

Surety

ATTEST:

By _____

Witness as to Surety

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
 If CONTRACTOR is Partnership, all partners should execute BOND.

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

KNOW ALL MEN BY THESE PRESENTS THAT

Final: March, 2018

IN WITNESS WHEREOF, this statement is executed in _____ counterparts, each one of which shall
(number)
be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

(Principal) Secretary
(Seal)

Principal
By _____

(Address)

Witness as to Principal

(Address)

ATTEST:

Surety

By _____

Witness as to Surety

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
 If CONTRACTOR is Partnership, all partners should execute BOND.

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

NOTICE OF AWARD

Date _____

TO: _____

RE: 38th Avenue Pathway
 City of Hattiesburg, Mississippi

NOTICE OF AWARD

Gentlemen:

The Owner has considered the Proposal submitted by you for the above referenced Work in response to its Advertisement for Bids and Instructions to Bidders.

You are hereby notified that your Proposal has been accepted in the amount of \$_____.

You are required by the Instruction to Bidders to execute the Contract and furnish to the Owner the required Contractor's Performance Bond, Payment Bond and certificates of insurance within 10 calendar days from the date of delivery of this Notice to you. We have enclosed five copies of the necessary contract forms and bond forms. Please return all five copies of these documents to the offices of Neel-Schaffer, 704 Hardy Street, Hattiesburg, MS 39401.

If you fail to execute said Contract and to furnish said Bonds within 10 days from the date of delivery of this Notice, the Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your proposal as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by Law.

You are required by the General Conditions and Supplementary Conditions to submit to Neel-Schaffer, Inc. an estimated progress schedule, a preliminary schedule of Shop Drawing submissions and a preliminary schedule of values of the Work within 10 days after the effective date of this Contract, all in accordance with Article 2.5 of the General Conditions.

You are required to return an acknowledged copy of this Notice of Award directly to the City of Hattiesburg, Mississippi, Attention: Lamar Rutland, P.E., and to Neel-Schaffer, Inc.

Sincerely,

NEEL-SCHAFFER, INC.

Geoffrey P. Crosby, P.E.
Senior Project Manager

c: Lamar Rutland, P. E.
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____ this, the
_____ day of _____, 20_____.

By _____

Title _____

NOTICE TO PROCEED

Date _____

To: _____

Attention: _____

REFERENCE: NOTICE TO PROCEED
38TH AVENUE PATHWAY
CITY OF HATTIESBURG, MISSISSIPPI

Dear _____:

You are hereby notified to commence Work in accordance with the Contract dated _____, on or before _____. You are to complete the Work within ____ consecutive calendar days from the effective date of this Notice to Proceed. The date of Final Completion is therefore _____. Liquidated damages in the amount of the actual damages, costs, losses and expenses reasonably incurred by the OWNER per calendar day for each day the Work has not achieved Final Completion after _____ will be imposed unless the contract time is otherwise adjusted for due cause by change orders to the Contract. Liquidated Damages, as defined herein, will be assessed unless the Contract Time is otherwise adjusted for due cause by change order to the Contract.

The engineering firm of Neel-Schaffer, Inc. will act as the Engineer on behalf of the City of Hattiesburg, Mississippi for the work to be performed under the contract. Geoffrey P. Crosby, P.E., of Neel-Schaffer, Inc. will be the designated representative of the Engineer.

Please return a copy of this NOTICE TO PROCEED and ACCEPTANCE OF NOTICE to the undersigned and to Neel-Schaffer, Inc., indicating your receipt of this document in the space provided below.

Sincerely,

City of Hattiesburg, Mississippi

Mayor Toby Barker

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by _____

this, the _____ **day**

of _____, **20**_____.

By_____

Title_____

CONTRACT CHANGE ORDER

OWNER: _____ PROJECT NAME: _____

CONTRACTOR: _____

DATE: _____

CHANGE ORDER NUMBER: _____ CONTRACT NUMBER: _____

REASON FOR CHANGE: _____

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT
PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS: (USE ADDITIONAL SHEETS IF REQUIRED)

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	QTY	UNIT COST	TOTAL CONTRACT
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

TOTAL CONTRACT CHANGE	\$
	TOTAL CONTRACT
ORIGINAL CONTRACT AMOUNT:	\$
CURRENT CONTRACT AMOUNT:	\$
THIS CONTRACT CHANGE	
REVISED CONTRACT AMOUNT:	\$
CURRENT CONTRACT COMPLETION DATE:	
TIME EXTENSION REQUIRED BY CHANGE:	
REVISED CONTRACT COMPLETION DATE:	
THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY. RECOMMENDED BY: _____ ENGINEER _____ DATE _____ NEEL-SCHAFFER, INC. ACCEPTED BY: _____ CONTRACTOR _____ DATE _____	

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

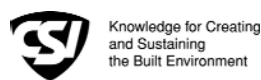
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American Council of Engineering Companies
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American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 - DEFINITIONS AND TERMINOLOGY.....	6
1.01 <i>Defined Terms</i>	6
1.02 <i>Terminology</i>	8
ARTICLE 2 - PRELIMINARY MATTERS	9
2.01 <i>Delivery of Bonds and Evidence of Insurance</i>	9
2.02 <i>Copies of Documents</i>	9
2.03 <i>Commencement of Contract Times; Notice to Proceed</i>	9
2.04 <i>Starting the Work</i>	9
2.05 <i>Before Starting Construction</i>	9
2.06 <i>Preconstruction Conference</i>	9
2.07 <i>Initial Acceptance of Schedules</i>	9
ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE	10
3.01 <i>Intent</i>	10
3.02 <i>Reference Standards</i>	10
3.03 <i>Reporting and Resolving Discrepancies</i>	10
3.04 <i>Amending and Supplementing Contract Documents</i>	11
3.05 <i>Reuse of Documents</i>	11
3.06 <i>Electronic Data</i>	11
ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS.....	11
4.01 <i>Availability of Lands</i>	11
4.02 <i>Subsurface and Physical Conditions</i>	12
4.03 <i>Differing Subsurface or Physical Conditions</i>	12
4.04 <i>Underground Facilities</i>	13
4.05 <i>Reference Points</i>	13
4.06 <i>Hazardous Environmental Condition at Site</i>	13
ARTICLE 5 - BONDS AND INSURANCE	14
5.01 <i>Performance, Payment, and Other Bonds</i>	14
5.02 <i>Licensed Sureties and Insurers</i>	15
5.03 <i>Certificates of Insurance</i>	15
5.04 <i>Contractor's Liability Insurance</i>	15
5.05 <i>Owner's Liability Insurance</i>	16
5.06 <i>Property Insurance</i>	16
5.07 <i>Waiver of Rights</i>	17
5.08 <i>Receipt and Application of Insurance Proceeds</i>	17
5.09 <i>Acceptance of Bonds and Insurance; Option to Replace</i>	17
5.10 <i>Partial Utilization, Acknowledgment of Property Insurer</i>	18
ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES.....	18
6.01 <i>Supervision and Superintendence</i>	18
6.02 <i>Labor; Working Hours</i>	18
6.03 <i>Services, Materials, and Equipment</i>	18
6.04 <i>Progress Schedule</i>	18
6.05 <i>Substitutes and "Or-Equals"</i>	19
6.06 <i>Concerning Subcontractors, Suppliers, and Others</i>	20
6.07 <i>Patent Fees and Royalties</i>	21
6.08 <i>Permits</i>	21
6.09 <i>Laws and Regulations</i>	21
6.10 <i>Taxes</i>	22
6.11 <i>Use of Site and Other Areas</i>	22
6.12 <i>Record Documents</i>	22
6.13 <i>Safety and Protection</i>	22
6.14 <i>Safety Representative</i>	23
6.15 <i>Hazard Communication Programs</i>	23

6.16	<i>Emergencies</i>	23
6.17	<i>Shop Drawings and Samples</i>	23
6.18	<i>Continuing the Work</i>	24
6.19	<i>Contractor's General Warranty and Guarantee</i>	24
6.20	<i>Indemnification</i>	24
6.21	<i>Delegation of Professional Design Services</i>	25
ARTICLE 7 - OTHER WORK AT THE SITE		25
7.01	<i>Related Work at Site</i>	25
7.02	<i>Coordination</i>	26
7.03	<i>Legal Relationships</i>	26
ARTICLE 8 - OWNER'S RESPONSIBILITIES		26
8.01	<i>Communications to Contractor</i>	26
8.02	<i>Replacement of Engineer</i>	26
8.03	<i>Furnish Data</i>	26
8.04	<i>Pay When Due</i>	26
8.05	<i>Lands and Easements; Reports and Tests</i>	26
8.06	<i>Insurance</i>	26
8.07	<i>Change Orders</i>	26
8.08	<i>Inspections, Tests, and Approvals</i>	26
8.09	<i>Limitations on Owner's Responsibilities</i>	27
8.10	<i>Undisclosed Hazardous Environmental Condition</i>	27
8.11	<i>Evidence of Financial Arrangements</i>	27
ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION.....		27
9.01	<i>Owner's Representative</i>	27
9.02	<i>Visits to Site</i>	27
9.03	<i>Project Representative</i>	27
9.04	<i>Authorized Variations in Work</i>	27
9.05	<i>Rejecting Defective Work</i>	27
9.06	<i>Shop Drawings, Change Orders and Payments</i>	28
9.07	<i>Determinations for Unit Price Work</i>	28
9.08	<i>Decisions on Requirements of Contract Documents and Acceptability of Work</i>	28
9.09	<i>Limitations on Engineer's Authority and Responsibilities</i>	28
ARTICLE 10 - CHANGES IN THE WORK; CLAIMS		28
10.01	<i>Authorized Changes in the Work</i>	28
10.02	<i>Unauthorized Changes in the Work</i>	29
10.03	<i>Execution of Change Orders</i>	29
10.04	<i>Notification to Surety</i>	29
10.05	<i>Claims</i>	29
ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK.....		30
11.01	<i>Cost of the Work</i>	30
11.02	<i>Allowances</i>	31
11.03	<i>Unit Price Work</i>	31
ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES		32
12.01	<i>Change of Contract Price</i>	32
12.02	<i>Change of Contract Times</i>	33
12.03	<i>Delays</i>	33
ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK.....		33
13.01	<i>Notice of Defects</i>	33
13.02	<i>Access to Work</i>	33
13.03	<i>Tests and Inspections</i>	33
13.04	<i>Uncovering Work</i>	34
13.05	<i>Owner May Stop the Work</i>	34
13.06	<i>Correction or Removal of Defective Work</i>	34
13.07	<i>Correction Period</i>	34
13.08	<i>Acceptance of Defective Work</i>	35
13.09	<i>Owner May Correct Defective Work</i>	35
ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION		36
14.01	<i>Schedule of Values</i>	36
14.02	<i>Progress Payments</i>	36
14.03	<i>Contractor's Warranty of Title</i>	37
14.04	<i>Substantial Completion</i>	37

14.05	<i>Partial Utilization</i>	38
14.06	<i>Final Inspection</i>	38
14.07	<i>Final Payment</i>	38
14.08	<i>Final Completion Delayed</i>	39
14.09	<i>Waiver of Claims</i>	39
ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION.....		39
15.01	<i>Owner May Suspend Work</i>	39
15.02	<i>Owner May Terminate for Cause</i>	39
15.03	<i>Owner May Terminate For Convenience</i>	40
15.04	<i>Contractor May Stop Work or Terminate</i>	40
ARTICLE 16 - DISPUTE RESOLUTION		41
16.01	<i>Methods and Procedures</i>	41
ARTICLE 17 - MISCELLANEOUS		41
17.01	<i>Giving Notice</i>	41
17.02	<i>Computation of Times</i>	41
17.03	<i>Cumulative Remedies</i>	41
17.04	<i>Survival of Obligations</i>	41
17.05	<i>Controlling Law</i>	41
17.06	<i>Headings</i>	41

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*--The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*--The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*--A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*-- Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--See Paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*--The individual or entity named as such in the Agreement.

20. *Field Order*--A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

31. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *Site*--Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain

administrative requirements and procedural matters applicable thereto.

44. *Subcontractor*--An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

45. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *Work*--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times

but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. Intent of Certain Terms or Adjectives

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered", "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. Day

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. Defective

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents, or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or

c. has been damaged prior to Engineer's - recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. Furnish, Install, Perform, Provide

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement

or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or

responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work

(unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or

2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's

sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party..

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the “technical data” contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such “technical data” is identified in the Supplementary Conditions. Except for such reliance on such “technical data,” Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer’s Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner’s obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer’s findings and conclusions.

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor’s making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

- a. reviewing and checking all such information and data,
- b. locating all Underground Facilities shown or indicated in the Contract Documents,
- c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and
- d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will

promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to

entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified

in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection

from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any

deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract

Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or

received from the superintendent shall be binding on Contractor.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,

3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change,

B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. Engineer's Cost Reimbursement: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract

Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. Contractor's Expense: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 Concerning Subcontractors, Suppliers, and Others

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual

or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 Taxes

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. Removal of Debris During Performance of the Work: During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. Cleaning: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. Loading Structures: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 Record Documents

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Draw-

ings or Specifications or to the acts or omissions of Owner or Engineer or , or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples*: Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals , any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents

with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 Continuing the Work

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or

disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 Contractor's General Warranty and Guarantee

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 Indemnification

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or

arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal

shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and

properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
2. the specific matters to be covered by such authority and responsibility will be itemized; and
3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep

Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show

partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall

promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,

2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and

Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have

resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. Costs Excluded: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. Contractor's Fee: When all the Work is performed on the basis of cost-plus, Contractor's fee shall

be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. Cash Allowances

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an

allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted

by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 Delays

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to

be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications .

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress

payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent

inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

- a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
- b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
- c. there are other items entitling Owner to a set-off against the amount recommended; or
- d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, , Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial

Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals

that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations

under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and , will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance

with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be

governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or

2. agrees with the other party to submit the Claim to another dispute resolution process, or

3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS

CONTENTS

1.	Definitions	00800-2
2.	Commencement of Contract Time: Notice to Proceed	00800-2
3.	Before Starting Construction	00800-2
4.	Preconstruction Conference	00800-2
5.	Subsurface and Physical Conditions	00800-2
6.	Insurance Requirements	00800-3
7.	Contractor's Responsibilities	00800-5
8.	Record Documents	00800-5
9.	Limitations on ENGINEER'S Responsibilities	00800-5
10.	Change of Contract Time	00800-5
11.	Payments to CONTRACTOR	00800-6
12.	List of Contract Drawings	00800-7
13.	Liquidated and Special Damages	00800-7
14.	Suspension of Work and Termination	00800-7
15.	Methods and Procedures	00800-7

SUPPLEMENTARY CONDITIONS

1. Definitions

- A. The definition of "Technical Specifications" shall be the same as the definition for Specifications stated in Paragraph 1.01 under item number 43 of the General Conditions.
- B. Delete Paragraph 1.01.A.12 of the General Conditions in its' entirety.
- C. In Paragraph 1.01A.52 delete the following words, "or responding to differing or unseen subsurface or physical conditions under which the work is to be performed or to emergencies."

2. Commencement of Contract Time: Notice to Proceed

The commencement of Contract Time, as stated in Item 2.03 of the General Conditions is changed to read The Contract Time will commence to run within the sixtieth day after the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed; but in no event shall the Contract Time commence to run later than the sixtieth day after the Effective Date of the Agreement.

Notice to Proceed may be given at any time within sixty days after the Effective Date of the Agreement. Refer to Item 21 of the Instructions to Bidders regarding execution of the Contract.

3. Before Starting Construction

In addition to the requirements of Paragraph 2.05 of the General Conditions, "**CONTRACTOR** shall deliver to the **OWNER**, with his signed Contract, all bonds and insurance which he is required to purchase and maintain in accordance with Article 5 of the General Conditions. A copy shall also be submitted to the **ENGINEER**. The **OWNER** shall deliver to the **CONTRACTOR** a copy of all policies of insurance which the **OWNER** is required to purchase and maintain in accordance with Article 5 of the General Conditions."

4. Preconstruction Conference

The time period for holding the preconstruction conference as stated in Paragraph 2.06 of the General Conditions shall be within 30 days after the Effective date of the Agreement, but before the **CONTRACTOR** starts the Work at the site.

5. Subsurface and Physical Conditions

Paragraphs 4.02 and 4.03 shall be deleted in its' entirety and replaced with the following:

DIFFERING SITE CONDITIONS PROVISION:

Execution of this Contract (Agreement) by the Contractor is a representation that the Contractor has visited the site, that general and local conditions are suitable for the work to be performed and that the Contractor accepts all conditions at the Project site. The Contractor assumes all risks with respect to the requirements of the Contract Documents, including without limitation the characteristics (natural and manmade) of the site, site accessibility, labor rates and availability, weather conditions, and any other matter that could affect the performance and cost of the work.

6. Insurance Requirements

- A. Paragraphs 5.05 and 5.06 shall be deleted in their entirety.
- B. Paragraphs 5.07.B, 5.07.B.1 and 5.07.B.2 shall be deleted in their entirety.
- C. In addition to the requirements of Article 5 of the General Conditions, insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Contract. The **CONTRACTOR** shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the Work.
 - 1. The **CONTRACTOR** shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the **OWNER**. If a part of this Contract is sublet, the **CONTRACTOR** shall require each Subcontractor to carry insurance of the same kinds and in like amounts as carried by the **CONTRACTOR**, including all additional insureds and waivers of subrogation.
 - 2. Certificates of insurance shall state that 30 days written notice will be given to the **OWNER** before the policy is canceled or changed. No **CONTRACTOR** or Subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein and all coverage requirements specified in contract documents are filed with and approved by the **OWNER**. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies.
 - 3. The **CONTRACTOR** shall secure and maintain in effect for the period of the **CONTRACT** and pay all premiums for the following kinds and amounts of insurance:
 - a. Worker's Compensation and Employer's Liability Insurance: This insurance shall protect the **CONTRACTOR** against all claims under applicable State Worker's Compensation Laws. The **CONTRACTOR** shall also be protected and shall cause each Subcontractor to be protected against claims for injury, disease, or death of employees, which for any reason, may not fall within the provisions of a Worker's Compensation Law. The liability limits shall not be less than the required statutory limits for Worker's Compensation and Employer's Liability limits in the amount of ONE MILLION DOLLARS (\$1,000,000.00). **CONTRACTOR** and subcontractors shall supply **OWNER** endorsements from their carriers evidencing waiver of subrogation in favor of the **OWNER**.

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- b. **CONTRACTOR'S** and Subcontractor's Comprehensive General Liability Insurance, including bodily injury, property damage, contractual and other standard coverage contained in Comprehensive General Liability Insurance, in an amount of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence and aggregate. **OWNER** shall be provided an endorsement naming the **OWNER** as an insured from the insurer for the work contracted. The Comprehensive General Liability policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:
- i. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the **CONTRACTOR'S** operations.
 - ii. The collapse of and structural injury to any building, structure or property on or adjacent to the **OWNER'S** premises or right-of-way caused by the **CONTRACTOR'S** operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.
 - iii. Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.
- c. **CONTRACTOR'S** Contingent or Protective Liability and Property Damage: In case part of this Contract is sublet, the **CONTRACTOR** shall secure contingent or protective liability and property damage insurance to protect the **CONTRACTOR** from any and all claims arising from the operation of Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of \$500,000/\$1,000,000 for Public Liability Insurance and \$500,000/\$1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the **OWNER**.
- d. Auto Liability: The **CONTRACTOR** shall maintain Auto Liability Insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) Combined Single Limit to protect him from any and all claims arising from the use of the following:
- i. **CONTRACTOR'S** own automobiles and trucks.
 - ii. Hired and non-owned automobiles and trucks.
 - iii. Automobiles and trucks owned by Subcontractors.
- The aforementioned is to cover use of automobiles and trucks on and off the site of the Project. The **OWNER** shall be provided an endorsement from the insurer naming the **OWNER** as an insured for the work contracted.
- e. **OWNER'S** Protective Liability Policy: The **CONTRACTOR** shall maintain **OWNER'S** Protective Liability Insurance with the **OWNER** as the named insured, and the **ENGINEER**, and their servants, agents and employees as additional insureds, in an amount not less than ONE MILLION DOLLARS (\$1,000,000).
- f. Umbrella Liability: The **CONTRACTOR** shall provide **OWNER** a certificate of insurance evidencing Umbrella Liability Insurance in the amount of not less than FIVE MILLION DOLLARS (\$5,000,000).

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- g. Builder's Risk and Boiler and Machinery Insurance: The **CONTRACTOR** shall purchase and maintain Builder's Risk and Boiler and Machinery Insurance in the amount of the total value of the materials necessary for the project. A certificate evidencing such coverage shall be on file with the **OWNER**.
 - h. Property Insurance: No property insurance is required for this project.

7. Contractor's Responsibilities

Delete Paragraph 6.02.B in its entirety.

8. Record Documents

In addition to the requirements of Paragraph 6.12 of the General Conditions, **CONTRACTOR** shall provide accurate 'mark-ups' acceptable to the **ENGINEER** on or before the date of Substantial Completion of the Project for use by the **ENGINEER** in the preparation of 'record' drawings. Final payment will not be made to the **CONTRACTOR** prior to the **ENGINEER** receiving these mark-ups from the **CONTRACTOR**.

9. Limitations on ENGINEER'S Responsibilities

In addition to the requirements of Paragraph 9.09.B, when it comes to his attention, the **ENGINEER** will immediately notify the **OWNER** in the event that the **CONTRACTOR** is not complying with the Contract Documents or is conducting the Work in such a manner that could be considered grounds for termination of the Contract. The **CONTRACTOR** shall retain responsibility for performing all Work in compliance with the Contract Documents.

The following language shall be added to Paragraph 9.09.B:

“Consistent with the express provisions of this Section 00700, Article 6.13, Article 6.17.D.2, Article 9.02.B, Article 9.09, this Article 9.09.B, and Article 14.02.B.4.b, any reference to “safety” elsewhere in this contract, including but not limited to those found in Section 00700, Articles 4.02.B.1, 4.04.A.2.d, 4.04.B.1, 4.06.B.1, 6.02.B, 6.14, 6.15, 6.16, 6.17.C.1.c, and 13.02.A, does not impose upon the Engineer any duty, obligation or other contractual undertaking to administer the “safety” aspects of Contractor’s performance, or any other matter relating to the Contractor’s means, methods, techniques, sequences or procedures. Contractor’s contractual safety obligations and means and methods during construction are the sole responsibility of the Contractor and are not being administered, overseen or reviewed in any way by the Engineer in performing its contractual obligations”

10. Change of the Contract Time

In addition to the requirements of Paragraph 12.03 of the General Conditions, rainstorms which are encountered in the project area on a regular and seasonal basis do not constitute an abnormal weather condition.

11. Payments to **CONTRACTOR**

Paragraph 14.02, Application for Payments, is deleted in its' entirety and the following substituted therefore:

- A. Monthly Estimates and Partial Payments: The **CONTRACTOR'S** partial payment period shall end on the last day of each month. The **CONTRACTOR** shall submit acceptable Application for Payment to the **ENGINEER** by the date indicated on the payment schedule as supplied to **CONTRACTOR** by **ENGINEER** provided that the amount due on completed work is at least \$500.00. The partial payment request shall be filled out and signed by the **CONTRACTOR** covering the work completed as of the date of the request and accompanied by such supporting documentation as is required by the Contract Documents and also as the **ENGINEER** may reasonably require. At the discretion of the **OWNER**, the **ENGINEER** may be authorized to include in any monthly estimate advances covering approximately 95 percent of the value of unused materials delivered and stored on the site of the work. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site, the Application for Payment shall also be accompanied by such data, satisfactory to **OWNER**, as will establish **OWNER'S** title to the material and equipment and protect **OWNER'S** title to the material and equipment and protect **OWNER'S** interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of **CONTRACTOR** stating that all previous progress payments received on account of the Work have been applied to discharge in full all of **CONTRACTOR'S** obligations reflected in prior Applications for Payment.
- B. After each monthly estimate has been approved, the **OWNER** shall pay to the **CONTRACTOR** 95 percent of the amount of said estimate. From the total value of each estimate there will be deducted an amount equivalent to 5 percent of the whole as a retainage to be held by the **OWNER**. The monthly estimates will be approximate only and subject to correction in any subsequent estimate rendered following discovery of the error. At the discretion of the **OWNER**, the **ENGINEER** may be authorized to include any monthly advances covering approximately 95 percent of the value of unused materials delivered and stored on the site of the work.
- C. Subsequent to discovery of any defective or questionable work, an amount equal to the estimated value of such work will be deducted from the next current estimate. The sum will not be included in a subsequent estimate until the defects have been remedied to the **ENGINEER'S** satisfaction.
- D. The **OWNER** reserves the right to withhold payment of any monthly estimate that becomes due if, in the opinion of the **OWNER'S** Attorney, such action is warranted because of any breach of the Contract Provisions or malfeasance on the part of the **CONTRACTOR** or because the progress or the quality of the work is unsatisfactory and does not comply with the Plans and Specifications.

Paragraph 14.02.C of the General Conditions is modified to read “60 days after presentation of the Application for Payment to **OWNER** with **ENGINEER’S** recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by **OWNER** to **CONTRACTOR**.”

Paragraph 14.07.C of the General Conditions is modified to read, "If the Application and accompanying documentation are appropriate as to form and substance, **OWNER** shall, within 60 days after receipt thereof, pay **CONTRACTOR** the amount recommended by **ENGINEER**."

Delete Paragraph 14.09.A.2 in its entirety.

12. List of Contract Drawings: Not Used.

13. Liquidated and Special Damages

The **CONTRACTOR** will be subject to liquidated damages and actual damages in the amount of the actual costs incurred by the Owner after the time stipulated for Substantial Completion of the work. The **CONTRACTOR** will be subject to liquidated damages in the amount of **\$400** for each consecutive calendar day after the time stipulated for Substantial Completion of the work. The actual costs include, but are not limited to construction related costs resulting from the Contractor’s failure to complete the work on schedule.

The liquidated damages provided for herein were not calculated in contemplation or anticipation that the **CONTRACTOR** would default or otherwise abandon the project. In the event the **CONTRACTOR** does default or otherwise abandon the project, the **OWNER** reserves the right to collect from the **CONTRACTOR** or its surety, in addition to the liquidated damages, the actual damages including, but not limited to, additional engineering costs, incurred by the **OWNER** as a result of the default or abandonment.

14. Suspension of Work and Termination

In Paragraph 15.04.A delete the following words: “or Engineer fails to act on any Application for Payment within thirty days, after it is submitted” and add the words “if the”. In Paragraph 15.04.B delete the following words: “if Engineer has failed to act on an Application for Payment within thirty days after it is submitted” and add the words “if the”.

16. Methods and Procedures

Delete sentence 16.01.C.2 in its entirety

**** END OF SECTION ****

SECTION 01010
SUMMARY OF WORK

PART 1 GENERAL

1.01 Location of Work

All of the work of this Contract is located in public right-of-way or on easements and property owned or obtained by the Owner.

1.02 Work to be Done

- A. The CONTRACTOR shall furnish all labor, materials, equipment, tools, services and incidentals to complete all work required by these Specifications and as shown on the Drawings.
- B. The CONTRACTOR shall perform the work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, cleanup, replacements and restoration required as a result of damages caused during this construction.
- C. All materials, equipment, skills, tools and labor which are reasonably and properly inferable and necessary for the proper completion of the work in a substantial manner and in compliance with the requirements stated or implied by these Specifications or Drawings shall be furnished and installed by the CONTRACTOR without additional compensation, whether specifically indicated in the Contract Documents or not.
- D. The CONTRACTOR shall comply with all county, state, federal, and other codes which are applicable to the proposed construction work.

1.03 General Description of Work to be Performed

- A. The Work included in the Contract shall be as described in the Contract Documents.
- B. All work shall be done as described in the Specifications and as shown on the Drawings, complete, tested and ready for operation.

1.04 Work Sequence

- A. All work to be done under the Contract shall be done with minimum inconvenience to the OWNER. The CONTRACTOR shall coordinate his work with private property owners such that existing drainage, water service, sewer service and garbage pickup and other public services are maintained at all times.
- B. Construct Work in stages to accommodate the OWNER'S use of the premises during the construction period; coordinate the construction schedule and operations with the ENGINEER.
- C. Construct the Work in stages to provide for public convenience. Do not close off public

access until completion of one stage of construction will provide alternative usage.

1.05 Construction Areas

- A. CONTRACTOR shall limit his use of the construction areas for Work and for storage, to allow for:
 - 1. Work by other contractors.
 - 2. OWNER use.
 - 3. Public use.
- B. Coordinate use of work site under direction of ENGINEER.
- C. Assume full responsibility for the protection, security and safekeeping of products under this Contract stored on the site.
- D. Move any stored products, under CONTRACTOR'S control which interfere with operations of the OWNER or other contractors.
- E. Obtain and pay for the use of additional storage or work areas needed for operations.

1.06 Owner Occupancy

- A. OWNER will have full access to and use of all existing sewer facilities during the entire period of construction for the conduct of his normal operations. Cooperate with ENGINEER in all construction operations to minimize conflict and to facilitate OWNER usage.
- B. CONTRACTOR shall at all times conduct his operations as to insure the least inconvenience to the general public.

1.07 Partial Owner Occupancy

The CONTRACTOR shall schedule his operations for completion of portions of the Work, as designated, for the OWNER'S occupancy prior to Substantial Completion of the entire Work.

1.08 Plans and Specifications

- A. Specifications: The Technical Specifications consist of three parts: General, Products, and Execution. The General section contains general requirements which govern the work. The Products and Execution sections modify and supplement these by detailed requirements of the work and shall always govern whenever there appears to be a conflict.
- B. Intent:
 - 1. All work called for in the Specifications applicable to the Contract but not shown on the Plans in their present form or vice versa shall be of like effect as if shown or mentioned in both. Work not specified in either the Plans or in the Specifications but involved in carrying out their intent or in the complete and proper execution of the work is required and shall be performed by the CONTRACTOR as though it were specifically delineated or described at the CONTRACTOR'S expense.
 - 2. The apparent silence of the Specifications as to any detail, or the apparent omission

from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of these Specifications shall be made upon that basis.

- C. Conflict between Drawings and Specifications. Where an obvious conflict exists between the Plans and Specifications, the ENGINEER shall decide which governs and the CONTRACTOR shall comply with the decision. Such decision shall not be grounds for additional payment to the CONTRACTOR, i.e., the CONTRACTOR shall include the price of the most expensive alternative in his bid.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 Description

- A. CONTRACTOR shall furnish all labor, materials, tools, equipment, appurtenances and all services necessary to perform all Work required, at the lump sum or unit prices for the items listed in the Prices Bid Table located in the Bid Proposal.
- B. The pay items listed in the Bid Proposal constitute all of the pay items for the completion of the Contract. No direct or separate payment will be made for providing miscellaneous temporary or accessory works, plant, services, CONTRACTOR'S or ENGINEER'S field offices, layout surveys, job signs, sanitary requirements, testing, safety devices, approval and record drawings, water supplies, power, removal of waste, watchmen, bonds, insurance, and all other requirements of the Contract Documents. Compensation for all such services, things and materials shall be included in the prices stipulated for the lump sum and unit pay items listed herein.

1.02 Engineer's Estimate of Quantities

The ENGINEER's estimated quantities for unit bid prices, as listed in the Bid Form, are approximate only and are included solely for the purpose of comparison of Bids. The OWNER does not expressly or by implication agree that the nature of the materials encountered below the surface of the ground or the actual quantities of material encountered or required will correspond therewith and reserves the right to increase or decrease any quantity or to eliminate any quantity as OWNER may deem necessary.

1.03 Related Provisions Specified Elsewhere

- A. Payments to CONTRACTOR: Refer to General Conditions and Supplemental Conditions.
- B. Changes in Contract Price: General Conditions and Contract Forms.
- C. Schedule of Values: Section 01026.

1.04 Measurement of Quantities

- A. The measurement and determination of quantities for each pay item will be made in general as prescribed hereinafter and specifically as set out under Method of Measurement and Basis of Payment for each respective pay item section. Actual authorized quantities of work, complete and accepted under the contract, will be measured by the Engineer according to United States standard measures, and in accordance with well recognized engineering practices.
- B. A station when used as a definition or term of measurement will be 100 linear feet.

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- C. Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures having an area of nine square feet or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered by the Engineer.
 - D. Where the area unit for measurement and payment is specified for erosion control items, the measurements will be taken on the slope of the ground to compute the actual surface area for payment.
 - E. Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
 - F. All items which are measured by the linear foot, such as pipe culverts, guardrail, underdrains, etc., will be measured as specified under the Method of Measurement for the item unless otherwise shown on the plans.
 - G. No payment will be made for unauthorized excavation. Excavation or embankment performed beyond the required neat lines or slope stakes will not be measured for payment unless within tolerances specified or otherwise provided.
 - H. In computing volumes of excavation and embankment, the average end area method will be used, unless otherwise specified.
 - I. When size number is used in the measurement of wire, it will mean the size number specified in AASHTO Designation: M 32.
 - J. The term ton will mean the short ton consisting of 2000 pounds avoirdupois. All materials which are specified for measurement by the ton shall be weighed by competent personnel on approved scales set at locations approved by the Engineer or in the case of prepackaged materials, the manufacturer's bag weight may be used. If material is shipped by rail, the car weight may be accepted provided it is the actual weight of material and not minimum car weight used for assessing freight tariff. However, car weights will not be acceptable for material to be used in mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such time as the Engineer directs, and each truck shall bear a plainly legible identification mark.
 - K. When a complete structure or structural unit, in effect "lump sum" work, is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.
 - L. Volumes of materials computed in cubic yards by the average end area method are designated as "Final Measure" (FM), or "Final Measure - Embankment" (FME). Volumes of materials designated for measurement loose in the vehicle are designated as "Loose Vehicle Measure" (LVM).

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- M. Volumetric measurement of excavation, embankment, granular materials or similar materials in cubic yards will be made by the methods designated on the plans or in the proposal. For justifiable reasons, such as impracticability of measurement of volumes (usually small) by the designated method, the Engineer may order measurement by another method as follows:
1. Volumes designated for payment by FM may be measured LVM and converted to contract measurement by multiplying the loose measure by 80 percent.
 2. Volumes designated for payment by LVM may be measured in its original position by the average end area method and multiply the FM measure by 125 percent.
 3. Volumes designated for payment by FME may be measured in its original position by the average end area method and multiply the FM measure by 90 percent.
 4. Small volumes of surplus, excess excavation or other small volumes of excavation which are impractical to measure by the average end area method but are designated to be measured by FME may be measured LVM and multiply the loose measure by 72 percent.

When the Engineer orders the use of a conversion factor for converting a unit of measure, the ordered method of measurement shall be deemed acceptable to all parties and shall be final.

- N. When requested by the Contractor and with written approval of the Engineer, material specified to be measured by the cubic yard or ton may be converted to the other measure as appropriate. Factors for this conversion will be determined by the Engineer and agreed to by the Contractor before such method of measurement is used.
- O. All materials measured by the cubic yard LVM shall be hauled in approved vehicles and verified at the point of delivery. Vehicles may be of any size or type acceptable to the Engineer provided the body is of such shape that the capacity may be readily and accurately determined to the whole cubic yard. Unless all vehicles on the work are of uniform capacity, each vehicle must be plainly labeled to indicate its measured capacity. All vehicles shall be legibly numbered for identification.
- P. The vehicles shall be loaded to ensure a water level load when they arrive at the point of delivery. Loads hauled in unapproved vehicles and loads of a quantity less than the measured quantity for the hauling vehicle, will be subject to rejection.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01026
SCHEDULE OF VALUES

PART 1 GENERAL

1.01 Requirements Included

The Schedule of Values is an itemized list that establishes the value or cost of each part of the work as defined in Section 01025, Part 1.04. All other work shall be paid according to the Prices Bid Table. It shall be used as the basis for preparing progress payments and may be used as a basis for negotiations concerning additional work or credits which may arise during the construction. Quantities and unit prices may be included in the schedule when approved by or required by the ENGINEER.

1.02 Preparation

- A. Schedule shall show breakdown of labor, materials equipment and other costs used in preparation of the Bid.
- B. Costs shall be in sufficient detail to indicate separate amounts for each Section of the Specifications.
- C. CONTRACTOR may include items for bond, insurance, temporary facilities and job mobilization within the mobilization bid item.
- D. Schedule of Values shall be prepared on 8-1/2 inch by 11 inch white paper.
- E. Use Table of Contents of the Specifications as basis for Schedule format and identify each item with number and title in the Table of Contents. List sub-items of major products or systems as appropriate or when requested by ENGINEER.
- F. When requested by ENGINEER, support values with data that will substantiate their correctness.
- G. The sum of the individual values shown on the Schedule of Values must equal the total Contract Price.
- H. The manner in which overhead and profit are shown shall be supported by the ENGINEER.
- I. Schedule shall show the purchase and delivery costs for materials and equipment that the CONTRACTOR anticipates he shall request payment for prior to their installation.

1.03 Submittal

Submit two copies of Schedule to ENGINEER for approval at least 20 days prior to submitting first application for a progress payment. After review by ENGINEER, revise and resubmit Schedule as required until it is approved.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01027

APPLICATIONS FOR PAYMENT

PART 1 GENERAL

1.01 Requirements Included

Submit Applications for Payment to the ENGINEER in accordance with the General Conditions and in the form required by the OWNER.

1.02 Format and Data Required

- A. Submit applications typed with itemized Schedule of Values data typed on 8-1/2 inch x 11 inch white continuation sheets.
- B. Provide detailed substantiating data on additional sheets, including paid invoices where applicable.

1.03 Preparation of Application for Progress Payments

- A. Application Form:
 - 1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
 - 2. Fill in summary of dollar values to agree with respective totals indicated on continuation sheets.
 - 3. Execute certification with signature of a responsible officer of the CONTRACTOR.
- B. Continuation Sheets:
 - 1. Fill in total list of all scheduled component items of work, with item number and scheduled dollar value for each item.
 - 2. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored. Round off values to the nearest dollar or as specified for Schedule of Values.
 - 3. List each Change Order executed prior to date of submission by Change Order Number and description.
 - 4. To receive payment for materials stored on site, submit copies of the original paid invoices with the application for payment.

1.04 Substantiating Data for Progress Payments

- A. Provide substantiating data containing suitable information for review of costs requested with the applications for progress reports identifying:
 - 1. The payment item to which the substantiating data applies.
 - 2. Application number and date.
 - 3. Detailed list of enclosures.
 - 4. For stored materials:
 - a. Item number and identification as shown on application.

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- b. Description of specific material and invoice of delivered material.
 - c. Consolidated inventory of stored materials showing:
 - (1) Materials received.
 - (2) Materials used.
 - d. Additional stored materials may not be claimed upon reaching 75% completion of the total project.
 - e. Stored Materials shall be inventoried jointly prior to each pay request.
- B. Submit one copy of data for each copy of application for payment.
- C. The CONTRACTOR is to maintain an updated set of record drawings in accordance with Section 01720. As a prerequisite for monthly progress payments, the CONTRACTOR is to exhibit the updated record drawings for review by the OWNER and the ENGINEER.
- D. Construction photographs as required by Section 01380 will be submitted with each progress payment and shall be considered a part of that payment request.
- E. Updated construction schedule showing work completed and work projected by month to the completion of the project.

1.05 Preparation of Application for Final Payment

- A. Fill in application form as specified for progress payments.
- B. Use continuation sheet for presenting the final statement of accounting.

1.06 Submittal Procedure

- A. Submit applications for payment to the ENGINEER at the times stipulated in the General Conditions.
- B. Initially a pencil draft application shall be informally submitted to the ENGINEER who shall review the draft with the CONTRACTOR and make adjustments as appropriate. The CONTRACTOR shall then prepare a formal typed application using the informally approved amounts and submit three (3) complete sets to the ENGINEER.
- C. When the ENGINEER finds the application properly completed and correct, as informally approved, he will transmit it to the OWNER for payment with a copy to the CONTRACTOR.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01030

SPECIAL PROJECT PROCEDURES

PART 1 GENERAL

1.01 WORKMANSHIP, MATERIAL AND EQUIPMENT

- A. When a particular product is specified or called for, it is intended and shall be understood that the Contractor include those products in his bid. Should the Contractor desire to substitute products which he purports to be equal to those specified, the Contractor shall furnish information as described in Section 00700, General Conditions, The alternative products(s) submitted by the Contractor shall meet the requirements of the specifications and shall, in all respects, be equal to the products specified by name herein.
- B. All apparatus, mechanism, equipment, machinery, and manufactured articles for incorporation into the Work shall be new and unused and the standard products of recognized reputable manufacturers.

1.02 PROVISIONS FOR CONTROL OF EROSION AND POLLUTANTS

Sufficient precautions shall be taken during construction to minimize the runoff of polluting substances such as silt, clay, fuels, oils, bitumens, calcium chloride, or other materials harmful to humans, fish, or other life, into the ground and surface waters of the state. Contractor will give all notices and comply with all laws, notices, ordinances, rules and regulations applicable to the work, without exception.

1.03 ON-SITE STORAGE

The Contractor's attention is invited to special storage requirements and possible charges for noncompliance of on-site storage requirements for materials and equipment as specified in Section 01600.

1.04 INCLEMENT WEATHER

- A. In the event of inclement weather, or whenever Engineer shall direct, Contractor and Subcontractors will protect carefully the work and materials against damage or injury from the weathers, including sudden rises in flows due to storms outside the immediate construction zone. Damaged Work and materials shall be removed and replaced. If, in the opinion of Engineer, any portion of Work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or Subcontractors to so protect the Work, no additional time for removal and replacement will be given by the Owner.

1.05 WARRANTIES

- A. All work supplied under the Contract shall be warranted for a period of one (1) year or such longer period of time as may be prescribed by any special guarantee required by Change Orders or issued by Subcontractor, suppliers, or manufacturers, from the date of acceptance for operations (beneficial use) by the Owner as specified in Section 01740, Warranties and Bonds.
- B. The work shall be warranted to be free from defects in workmanship, design and materials. If any part of the work should fail during warranty period, it shall be replaced or restored to service at no expense to the Owner.

1.06 CONSTRUCTION CONDITIONS

The Contractor shall strictly adhere to the specific requirements of the governmental units(s) or agency(ices) having jurisdiction over the work. Wherever there is a difference in the requirements of a jurisdictional body and these Specifications, the more stringent shall apply.

1.07 PUBLIC NUISANCE

The Contractor shall not create a public nuisance, including, but not limited to, encroachment on adjacent lands, flooding of adjacent lands, or excessive noise.

1.08 SUSPENSION OF WORK DUE TO WEATHER

During inclement weather, all work which might be damaged or rendered inferior by such weather conditions shall be suspended. The orders and decisions of the Engineer as to suspensions shall be final and binding. The authority of the Engineer to issue such an order shall not be interpreted as a requirement to do so. During suspension of the work from any cause, the work shall be suitably covered and protected so as to preserve it from injury by the weather. Notwithstanding this provision, it is understood and agreed that the General Conditions shall control.

1.09 RELOCATIONS

The Contractor shall be responsible for the relocation of structures, including, but not limited to, light poles, signs, sign poles, fences, mailboxes, piping, conduits and drains that interfere with the positioning of the work as set out on the Drawings. The cost of all such relocations shall be included in the bid.

1.10 SALVAGE

Any existing equipment or materials, including, but not limited to, valves, pipes, fittings, couplings, etc., which are removed or replaced as a result of construction under this project may be designated as salvage by the Engineer and, if so, shall be removed and delivered to the Owner at a location directed by the Engineer.

1.11 PERMITS

Upon notice of award, the Contractor shall immediately apply for all applicable permits not previously obtained by the Owner to do the work from the appropriate governmental agency or agencies. No work shall commence until all applicable permits have been obtained and copies delivered to the Engineer. The costs for obtaining all permits shall be borne by the Contractor.

1.12 HAZARDOUS LOCATION

- A. The existing wet wells, manholes, sewers, force mains, pipes, and other related areas are hazardous locations in that explosive concentrations of sewage gas may be present. The Contractor is cautioned that the above areas, especially the wet well, may be deficient in oxygen. Checks shall be made by the Contractor whenever personnel are working in these areas to insure that adequate ventilation has been provided.
- B. In his operations in hazardous locations, the Contractor shall use spark-proof tools and explosion-proof temporary lighting and shall not use electric power tools, open flame devices, electric welding or any device or methods which might conceivably cause ignition or explosion.
- C. If a working is atmosphere is unsafe, the Contractor shall furnish, install, operate, and later remove such temporary auxiliary ventilating facilities as are necessary to provide a safe atmosphere.
- D. The Contractor shall also instruct and caution his employees and the employees of his subcontractors to avoid smoking while in the hazardous areas. Suitable prominent "No Smoking" signs shall be placed at locations where sewage gas could be present.

1.13 NOTIFICATION OF WORK ON EXISTING FACILITIES

Before commencing work on any of the existing structures or equipment, the Contractor shall notify the Engineer, in writing, at least ten (10) calendar days in advance of the date he proposes to commence such work.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01041

PROJECT COORDINATION

PART 1 GENERAL

1.01 Work Progress

The CONTRACTOR shall furnish personnel and equipment which will be efficient, appropriate, and large enough to secure a satisfactory quality of work and a rate of progress which will insure the completion of the work within the time stipulated in the contract. If at any time such personnel appear to the ENGINEER to be inefficient, inappropriate, or insufficient for performing the quality of work required or for producing the rate of progress aforesaid, he may order the CONTRACTOR to increase the efficiency, change the character or increase the personnel and equipment, and the CONTRACTOR shall conform to such order at his own expense. Failure of the ENGINEER to give such order shall in no way relieve the CONTRACTOR of his obligations to perform the work at the specified quality and rate of progress.

1.02 Private Land

The CONTRACTOR shall not enter or occupy private land outside of the OWNER'S land, right-of-ways, or servitudes except by written permission of both the OWNER and the Owner of the private land. Such permission shall be obtained by and at the expense of the CONTRACTOR and at no additional cost to the OWNER.

1.03 Work Locations

Work shall be located substantially as indicated on the Drawings, but the Engineer reserves the right to make such modifications in locations as may be found desirable to avoid interference with existing structures or for other reasons.

1.04 Open Excavations

All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons and damage to property. The CONTRACTOR shall, at his own expense, provide suitable and safe bridges and other crossings for accommodating travel by the public, OWNER'S and ENGINEER'S personnel, and workmen.

1.05 Test Pits

Test pits for the purpose of locating underground utilities or structures which may interfere with installation of the Work shall be excavated in advance of the Work and backfilled by the CONTRACTOR. Test pits shall be backfilled immediately after their purpose has been satisfied and maintained in a manner satisfactory to the ENGINEER. The costs for such test pits shall be included in the cost of the work for which the test pits benefit.

1.06 Water for Construction Purposes

- A. In locations where public water supply is available, the CONTRACTOR shall purchase water for all construction purposes.
- B. The CONTRACTOR shall make his own arrangements and pay all costs for connections to public water systems and for water used. Existing OWNER supplies or connections shall not be used without prior approval by OWNER.

1.07 Maintenance of Flow

The CONTRACTOR shall maintain the flow of sewers, drains, and water courses interrupted during the progress of the Work, including complete pumped bypass systems where necessary. The CONTRACTOR shall immediately remove all offensive matter. The entire procedure of maintaining existing flow shall be fully discussed with the ENGINEER well in advance of the interruption of any flow. All temporary works installed for flow maintenance shall be removed when the permanent work is finished and the areas cleaned and restored to good condition.

1.08 Protection of Construction and Equipment

- A. All newly constructed work shall be carefully protected from injury in any way. No wheeling or walking or placing of heavy loads on it shall be allowed. All portions of the work injured shall be reconstructed by the CONTRACTOR at his own expense.
- B. All structures shall be protected in a suitable manner. Should any parts of the structures become heaved, cracked or otherwise damaged, all such damaged portions of the work shall be completely repaired and made good by the CONTRACTOR at his own expense and to the satisfaction of the ENGINEER. If, in the final inspection of the work, any defects, faults or omissions are found, the CONTRACTOR shall cause the same to be repaired or removed and replaced by proper materials and workmanship without extra compensation for the materials and labor required. Further, the CONTRACTOR shall be fully responsible for the satisfactory maintenance and repair of the construction and other work undertaken herein for at least the guarantee period described in the contract.
- C. The CONTRACTOR shall take all necessary precautions to prevent damage to any structure due to water pressure (groundwater or surface water) during and after construction and until such structure is accepted and taken over by the OWNER.
- D. The CONTRACTOR is responsible for security of the site. Security of all equipment, material, tools, machinery, supplies, structures, buildings, vehicles and offices is the responsibility of the CONTRACTOR. Measures to affect job site security and limit unauthorized access, including temporary fencing, security guards, and other measures are the responsibility of the CONTRACTOR at his expense.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01041.1

UTILITIES COORDINATION

PART 1 GENERAL

1.01 UTILITIES

Utilities for the purpose of these specifications shall be considered as including, but not limited to: pipelines, conduits, cables, transmission lines and appurtenances of Public Utilities and those of Special Utility Districts, Cities or Towns, businesses or individuals solely for their own use or for use of their tenants; and storm drains, sanitary sewers, street lighting, traffic signal and fire alarm systems.

1.02 UNDERGROUND INSTALLATIONS

Existing underground pipelines and utilities are indicated on the Drawings only to the extent such information was made available to or discovered by Engineer in preparing drawings. There is no guarantee as to the accuracy or completeness of such information, and all responsibility for the accuracy and completeness thereof is expressly disclaimed by the Owner and the Engineer.

1.03 UTILITIES LOCATED IN CITY RIGHT-OF-WAY

Unless otherwise provided or excepted herein, the removal, adjusting, relocation, or replacement of utility structures or facilities within City right-of-way which may be necessary for construction of the work in accordance with these Contract Documents, shall be at the expense of the Contractor.

It shall be the Contractor's responsibility to protect and maintain those utilities which, in the opinion of the Engineer, do not need to be disturbed in order to accomplish the work required by the contract.

1.04 RELOCATIONS OF EXISTING GAS LINES, TELEPHONE LINES, ELECTRIC LINES, CABLE TV LINES AND WATER LINES

The Contractor shall notify the proper authority of the utility involved when relocation of these lines is required. The Contractor shall coordinate all work by the utility so that the progress of construction will not be hampered.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 GENERAL

The Contractor, when the Notice to Proceed is received, shall notify the owners of utilities affected by the work, the approximate date upon which he will begin work, and shall submit a progress schedule of the proposed work. This shall be deemed sufficient notice if the project progresses

according to the progress schedule submitted with the notification. If changes in the schedule of the work occur, the Contractor shall appraise both the owner of the utility affected and the Engineer so that adjustments in the work schedule of utility can be made. The Contractor shall be responsible for damages to the utility facility and construction delays resulting from failure to notify the utility and the Engineer of changes in procedure or location.

3.02 PROTECTION OF EXISTING UTILITIES

- A. The attention of the Contractor is drawn to the fact that during excavation, the possibility exists of the Contractor encountering various water, gas, telephone, electrical, or other utility lines not shown on the Drawings. The Contractor shall exercise extreme care before and during excavation to locate and flag these lines so as to avoid damage to the existing lines. Should damage occur to an existing line, the Contractor shall repair the line at no cost to the Owner.
- B. The Contractor shall assume full responsibility for the protection of all utilities, public and private, including poles, services to buildings, gas pipes, water pipes, hydrants, sewers, drains, and electric and telephone cables, whether or not they are shown on the Drawings. The Contractor shall carefully support and protect all such utilities from injury of any kind. Any damage resulting from the Contractor's operation shall be repaired by him at his expense.

The protection and preservation of utility facilities which are located within the right-of-way, but outside the normal limits of construction, as determined by the Engineer, shall be the responsibility of the Contractor. The Contractor shall be responsible for all damage to utilities which are due to his negligence.

- C. The Contractor shall bear full responsibility for obtaining locations of all underground structures and utilities (including existing water services, drain lines, and sewer). Services to buildings shall be maintained, and all costs or charges resulting from damage thereto shall be paid by the Contractor.
- D. If, in the opinion of the Engineer, permanent relocation of a utility owned by the City is required, he may direct the Contractor, in writing, to perform the work. Work so ordered will be paid for at the Contract unit prices, if applicable, or as extra work under Article 10 of the General Conditions. If relocation of a privately owned utility is required, the Contractor will notify the Utility to perform the work as expeditiously as possible. The Contractor shall fully cooperate with the County and Utility and shall have no claim for delay due to such relocation.
- E. The Contractor shall notify public and private utility companies in writing at least two, but not more than five full days (excluding Saturdays, Sundays, and legal holidays) before excavating near their utilities.

3.03 UTILITIES TO BE ADJUSTED

The owners of utility facilities which require relocation, removal, adjustment or replacement shall, if possible and feasible, perform this work prior to the commencement of the Contractor's work. Where

utility work must be done in conjunction with the Contractor's work on the project or in conjunction with the work of other utilities, arrangements for when, how and where the operation is to proceed shall be worked out among the parties concerned. If disputes arise, the Engineer shall decide the course of action to be taken.

3.04 UTILITIES CONFLICTING WITH OPERATIONS

Those utility facilities which do not conflict with the improvement, but which are obstructions to the operations required for installation or which are obstructions to the operations required for installation of which present unusual difficulty due to their close proximity to the area of the operations, shall be located with certainty by the owners of the utility prior to the arrival of the Contractor's operation which would be hindered by the utility facility. The Contractor is required to preserve the utility facility in place without damage and shall be responsible for damages sustained, if the utility owner has located the facility by exposing it to the view of the Contractor or has otherwise made the Contractor aware, with certainty, of the location of the facility. Any other arrangements that the Contractor may make with a utility owner as a substitute for the requirements of this Section shall require the approval of the Engineer, in writing.

3.05 MISLOCATED UTILITIES

The owner of a utility shall be wholly responsible for the proper location of his facilities which are affected by construction work performed according to these specifications. Improperly located or mislocated facilities which are damaged during construction shall be the responsibility of the utility, providing proper notification has been given.

*** * END OF SECTION * ***

SECTION 01045
CUTTING AND PATCHING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Contractor shall be responsible for all cutting, fitting and patching, including attendant excavation and backfill, required to complete the Work to include:

- A. Make its several parts fit together properly.
- B. Uncover portions of the Work to provide for installation of ill-timed work.
- C. Remove and replace defective work.
- D. Remove and replace work not conforming to requirements of the Contract Documents
- E. Remove samples of installed work as specified for testing.

1.02 SUBMITTALS

- A. Submit a written request to the Engineer well in advance of executing any cutting or alteration which affects:
 - 1. Work of the Owner or any separate contractor.
 - 2. Structural value or integrity of any element of the Project or work.
 - 3. Integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.
 - 4. Efficiency, operational life, maintenance or safety of operational elements.
 - 5. Visual qualities of sight-exposed elements.
- B. Request shall include:
 - 1. Identification of the work.
 - 2. Description of affected work.
 - 3. The necessity for cutting, alteration or excavation.
 - 4. Effect on work of Owner or any separate Contractor, or on structural or weatherproof integrity of work.

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5. Description of proposed work:
 - a. Scope of cutting, patching, alteration, or excavation.
 - b. Trades who will execute the work.
 - c. Products proposed to be used.
 - d. Extent of refinishing to be done.
 6. Alternatives to cutting and patching.
 7. Cost proposal, when applicable.
- C. Submit written notice to the Engineer designating the date and the time the work will be uncovered.

PART 2 PRODUCTS

2.01 MATERIALS

Comply with specifications and standards for each specific product involved.

PART 3 EXECUTION

3.01 INSPECTION

- A. Inspect existing conditions of Project, including elements subject to damage or to movement during cutting and patching.
- B. After uncovering work, inspect conditions affecting installation of products or performance or work.
- C. Report unsatisfactory or questionable conditions to the Engineer in writing; do not proceed with work until the Engineer has provided further instructions.

3.02 PREPARATION

- A. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of Work.
- B. Provide devices and methods to protect other portions of Project from damage.
- C. Provide protection from elements for the portion of the Project which may be exposed by cutting and patching work, and maintain excavations free from water.

3.03 PERFORMANCE

- A. Execute cutting and demolition by methods which will prevent damage to other work and will provide proper surfaces to receive installation of repairs.
- B. Execute excavating and backfilling by methods which will prevent settlement or damage to other work.
- C. Employ original installer or fabricator to perform cutting and patching for:
 - 1. Weather-exposed or moisture-resistant elements.
 - 2. Sight-exposed finished surfaces.
- D. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes.
- E. Restore work which has been cut or removed; install new products to provide completed work in accord with requirements of Contract Documents.
- F. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes:
 - 1. For continuous surfaces, refinish to nearest intersection.
 - 2. For an assembly, refinish entire unit.

*** * END OF SECTION * ***

SECTION 01050

FIELD ENGINEERING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The Contractor shall provide and pay for field engineering services for:
 - 1. Survey work required in execution of work.
 - 2. Civil, structural, or other professional engineering services specified or required to execute the Contractor's construction method.
- B. The method of field staking for the construction of the work shall be at the option of the Contractor. The Owner shall provide the engineering surveys to establish reference points which in his judgment are necessary to enable the Contractor to proceed with his work.
- C. The accuracy of any method of staking shall be responsibility of the Contractor. All engineering for vertical and horizontal control shall be the responsibility of the Contractor.
- D. The Contractor shall be held responsible for the preservation of all stakes and marks. If any stakes or marks are carelessly or willfully disturbed by the Contractor, the Contractor shall not proceed with any work until he has reestablished such points, marks, lines and elevations as may be necessary for the prosecution of the work.
- E. The Contractor shall retain the services of a competent surveyor, registered in the State of Mississippi, to layout the work and maintain a survey during construction. The Contractor shall be solely responsible for proper location of the work.

1.02 SURVEY REFERENCE POINTS

Locate and protect control points prior to starting site work, and preserve all permanent reference points during construction.

- 1. Make no changes or relocations without prior written notice to the Engineer.
- 2. Report to the Engineer when any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations.

1.03 PROJECT SURVEY REQUIREMENTS

- A. Establish temporary bench marks as needed, referenced to data established by survey control points. Record locations, with horizontal and vertical data, on Record Drawings.

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- B. Establish lines and levels, and locate and lay out, by instrumentation and similar appropriate means:
 - 1. Site improvements, including utility slopes and invert elevations.
 - 2. Batter boards for structures.
 - C. From time to time, verify layouts by same methods.
 - D. Establish all lines and grades prior to construction of site improvements.

1.04 RECORDS

- A. Maintain a complete, accurate log of all control and survey work as it progresses.
- B. At Contract closeout, submit a survey of installation of water mains, fire hydrants, and valves at the same scale as the Engineer's drawings indicating elevations and channel stationing at 100 foot increments.

1.05 SUBMITTALS

- A. On request of the Engineer, submit documentation to verify accuracy of field engineering work.
- B. Submit Drawings showing locations of all pipes and structures constructed. This Drawing shall be included with the Record Drawings.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION(NOT USED)

*** * END OF SECTION * ***

SECTION 01060

REGULATORY REQUIREMENTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Abbreviations and acronyms used in Contract Documents to identify reference standards are as indicated herein.

1.02 QUALITY ASSURANCE

- A. Applications: When a standard is specified by references, comply with requirements and recommendations stated in the standard, except when requirements are modified by the Contract Documents, or applicable codes establish stricter standards.
- B. Publications Date: The publication in effect on the date of issue of Contract Documents, except when a specific publication date is specified.

1.03 ABBREVIATIONS, NAMES, AND ADDRESSES OF ORGANIZATIONS

The following standards may be referenced in the Contract Documents. The contractor shall obtain copies of reference standards directly from the publication source when needed for proper performance of Work or when required for submittal by Contract Documents.

AAN	American Association for Nurserymen 1250 I Street N.W., Suite 500 Washington, DC 20005 (202) 789-2900
AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol Street, N.W., Suite 225 Washington, DC 20001 (202) 624-5800
ACI	American Concrete Institute Post Office Box 19150 22400 W. Steven Mile Road Detroit, MI 48219 (313) 532-2600
ACPA	American Concrete Pipe Association 8320 Old Courthouse Road, Suite 201 Vienna, VA 22180 (703) 821-1990
AI	Asphalt Institute

	Asphalt Institute Building College Park, MD 20740-1802
AISC	American Institute of Steel Construction 400 North Michigan Avenue Chicago, IL 60611 (312) 670-2400
AISI	American Iron and Steel Institute 1133 15th Street N.W., Suite 300 Washington, DC 20005 (202) 452-7100
ANSI	American National Standard Institute 1430 Broadway New York, NY 10018 (212) 354-3300
ASCE	American Society of Civil Engineers 345 East 47th Street New York, NY 10017 1-800-548-ASCE 345 East 47th Street New York, NY 10017 (212) 705-7722
ASTM	American Society for Testing and Materials 1916 Race Street Philadelphia, PA 19103 (215) 299-5400
AWPA	American Wood Preserver's Association Post Office Box 849 Stevensville, MD 21666 (301) 643-4163
AWS	American Welding Society Post Office Box 351040 550 LeJeune Road, N.W. Miami, FL 33126 1-800-443-9353
AWWA	American Water Works Association 6666 W. Quincy Avenue Denver, CO 80235 (303) 794-7711
CLFMI	Chain Link Fence Manufacturers Institute

	1776 Mass Avenue N.W., Suite 500 Washington, DC 20036 (202) 659-3537
CRSI	Concrete Reinforcing Steel Institute 933 N. Plum Grove Road Schaumburg, IL 60173 (312) 517-1200
DIPRA	Ductile Iron Pipe Research Association 245 Rivercase Parkway E., Suite 100 Birmingham, AL 35244 (205) 988-9870
FS	Federal Specification General Services Administration Specifications and Consumer Information & Distribution Section (WFSIS) 7 and D Street S.W., Room 654 Washington, DC 20407 (202) 472-2140
IEEE	Institute of Electrical and Electronic Engineers Service Center 345 E. 47th Street New York, NY 10017 (212) 705-7900
MDOT	Mississippi Department of Transportation P. O. Box 1850 Jackson, Ms 39215-1850 (601) 359-1213
MIL	Department of the Navy Navel Publications and Forms Center 5801 Torbor Avenue Philadelphia, PA 19120-5099 (215) 697-2667
NEC	National Electric Code National Fire Protection Association Batterymarch Park Quincy, MA 02269 (617) 770-3000
NEMA	National Electrical Manufacturer's Association 2101 L Street, NW, Suite 300 Washington, DC 20037 (202) 457-8400
NSPE	National Society of Professional Engineers

	1420 King Street Alexandria, VA 22314 (703) 684-2835
OSCI	Office of Standards Code and Information National Bureau of Standards Gaithersburg, MD 20899 (301) 975-4029
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077 (312) 966-6200
PCI	Prestressed Concrete Institute 175 W. Jackson Blvd., Suite 1859 Chicago, IL 60604 (312) 786-0300
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association Post Office Box 70 Merrifield, VA 22116 (703) 790-9890
SSPC	Steel Structures Painting Council 4400 5th Avenue Pittsburgh, PA 15213 (412) 268-3327
UL	Underwriter's Laboratories, Inc. 333 Pfingsten Road Northbrook, IL 60062 (312) 272-8800

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01200
PROJECT MEETINGS

PART 1 GENERAL

1.01 Requirements Included

- A. The ENGINEER shall schedule and administer a preconstruction meeting, construction progress meetings, and specially called meetings throughout the progress of the work. The ENGINEER will:
 - 1. Prepare agenda for meetings.
 - 2. Make physical arrangements for meetings.
 - 3. Preside at meetings.
 - 4. Record the minutes; include significant proceedings and decisions.
 - 5. Reproduce and distribute copies of minutes.
- B. The CONTRACTOR and representatives of, where appropriate, subcontractors and suppliers shall attend meetings. The representative shall be qualified and authorized to act on behalf of the entity each represents.
- C. The CONTRACTOR shall attend and identify at the meetings the actual status of the Contract Work and, when the Work is not being performed consistently with the Contract Documents and construction schedules, shall identify at the meetings the steps he is taking to resolve the inconsistency.

1.02 Pre-construction Meeting

- A. The CONTRACTOR shall participate in a preconstruction meeting to be held after the effective date of the Agreement and prior to the date of Notice to Proceed.
- B. The following are expected to be in attendance:
 - 1. OWNER'S Representative and other staff as appropriate.
 - 2. ENGINEER and his professional consultants as appropriate.
 - 3. ENGINEER's Resident Project Representative.
 - 4. CONTRACTOR's Representative and Construction Superintendent.
 - 5. Subcontractors as appropriate.
 - 6. Utility representatives as appropriate.
 - 7. Others as appropriate.
- C. The following matters are expected to be addressed:
 - 1. Distribution and discussion of:
 - a. List of major subcontractors.
 - b. Project construction schedules.
 - 2. Critical work sequencing.
 - 3. Project Coordination.
 - 4. Designation of responsible personnel.

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5. Procedures and processing of:
 - a. Field decisions.
 - b. Proposal requests.
 - c. Submittals.
 - d. Change Orders.
 - e. Applications for Payment.
 6. Distribution of Contract Documents.
 7. Procedures for maintaining Record Documents.
 8. Use of premises:
 - a. Office, work and storage areas.
 - b. OWNER'S requirements.
 9. Construction facilities, controls and construction aids.
 10. Temporary utilities.
 11. Housekeeping procedures.
 12. Insurance certifications.
 13. Liquidated damages for delay.
 14. Weekly job meetings.
 15. Laboratory testing of material requirements.

1.03 Construction Progress Meetings

- A. Construction progress meetings will be held monthly with the first meeting 30 days or less after the date of Notice to Proceed.
- B. Special construction progress meetings will be held as required by progress of the Work.
- C. The following are expected to be in attendance:
 1. OWNER Representative and other staff as appropriate.
 2. The ENGINEER and his professional consultants as appropriate.
 3. CONTRACTOR's Representative and/or construction Superintendent.
 4. Subcontractors as appropriate.
 5. Suppliers as appropriate.
 6. Others as appropriate.
- D. The following matters are expected to be addressed:
 1. Review and approve minutes of previous meeting.
 2. Review of work progress.
 3. Field observations, problems, conflicts.
 4. Problems which impede Construction Schedule.
 5. Review of off-site fabrication, delivery schedules.
 6. Corrective measures and procedures to regain Construction Schedule.
 7. Revisions to Construction Schedule.
 8. Progress and schedule during succeeding work period.
 9. Payment applications and processing.
 10. Submittals.
 11. Maintenance of quality standards.
 12. Changes, substitutions, and Change Orders.

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- 13. Review proposed changes for:
 - a. Effect on Construction Schedule and completion date.
 - b. Effect on other contracts of the Project.
 - 14. Other matters as appropriate.
 - 15. Record drawings.
- E. The CONTRACTOR shall be prepared to discuss the above topics and to make commitments for resolving deficiencies.
- F. The CONTRACTOR shall provide a current submittal log at each progress meeting in accordance with Section 01340.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01310
CONSTRUCTION SCHEDULES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Contractor shall comply with the General Conditions.
- B. Submit revised progress schedules periodically.

1.02 FORM OF SCHEDULES

- A. Prepare schedules in the form of a horizontal bar chart.
 - 1. Provide separate horizontal bar for each trade or operation.
 - 2. Horizontal time scale; identify the first work day of each week.
 - 3. Scale and spacing: To allow for notations and future revisions.
 - 4. Minimum sheet size: 8-1/2 inches by 11 inches.
- B. Format of listings: The table of contents of the Contract Documents.
- C. Identification of listings: Items of work.

1.03 CONTENT OF SCHEDULE:

- A. Construction Progress Schedule:
 - 1. Show the complete sequence of construction by activity.
 - 2. Show the dates for the beginning, and completion of each major element of construction.
 - 3. Show projected percentage of completion for each item, as of the first day of each month.
 - 4. Show an anticipated monthly payment schedule.
- B. Submittal Schedule for Shop Drawings, Product Data and Samples. Show:
 - 1. The dates for Contractor's submittal.
 - 2. The dates approved submittal will be required from the Engineer.

1.04 PROGRESS REVISIONS

- A. Indicate progress of each activity to date of submission.
- B. Show changes occurring since previous submission of schedule:
 - 1. Major changes in scope.
 - 2. Activities modified since previous submission.
 - 3. Revised projections of progress and completion.
 - 4. Other identifiable changes.
- C. Provide a narrative report as needed to define:
 - 1. Problem areas, anticipated delays, and the impact on the schedule.
 - 2. Corrective action recommended, and its effect.

1.05 SUBMISSIONS

- A. Submit initial schedules in accordance with the General Conditions.
 - 1. Engineer will review schedules and return review copy within ten (10) days after receipt.
 - 2. If required, Contractor shall resubmit within seven (7) days after return of review copy.
- B. Submit revised progress schedules with each Application for Payment.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01340

SHOP DRAWINGS, PROJECT DATA, AND SAMPLES

PART 1 GENERAL

1.01 Requirements Included:

- A. The Contractor shall submit to the Engineer for review and exception, if any, such working drawings, shop drawings, test reports and data on materials and equipment (hereinafter in this article called data), and material samples (hereinafter in this article called samples) as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.
- B. Within fifteen (15) calendar days after the Effective Date of the Agreement, the Contractor shall submit to the Engineer a complete list of preliminary data on items for which Shop Drawings are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way relieve the Contractor from submitting complete shop drawings, data, and samples in accordance with the Specifications. This procedure is required in order to expedite final review of Shop Drawings.
- C. The Contractor is to maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting. This log should include the following items:
 - 1. Submittal Description and Number assigned.
 - 2. Date to Engineer.
 - 3. Date returned to Contractor (from Engineer).
 - 4. Status of Submittal (No exceptions taken, returned for confirmation or resubmittal, rejected).
 - 5. Date of Resubmittal and Return (as applicable).
 - 6. Date material released (for fabrication).
 - 7. Projected date of fabrication.
 - 8. Projected date of delivery to site.
 - 9. Status of O&M manuals submittal.

1.02 Contractor's Responsibility

- A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for him before submitting them to the Engineer for review. Each and every copy of the Drawings and data shall bear Contractor's stamp showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp or evidence that the Contractor has not performed the required review will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents.
- B. Determine and verify:
 - 1. Field measurements.
 - 2. Field construction criteria.
 - 3. Catalog numbers and similar data.
 - 4. Conformance with Specifications and indicate all variances from the Specifications.
- C. The Contractor shall furnish the Engineer a schedule of Shop Drawing submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.
- D. The Contractor shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him by the Engineer with no exceptions taken.
- E. The Contractor shall submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than twenty-one (21) calendar days for checking and appropriate action from the time the Engineer receives them.
- F. The Contractor shall submit five (5) copies of shop drawings and descriptive or product data submittal to complement shop drawings to the Engineer which will be retained for his use.
- G. The Contractor shall be responsible for and bear all cost of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by Engineer of the necessary shop drawings.
- H. The Contractor shall utilize a Sequential Numbering System for submittals (1-999). Resubmittals or confirming material shall be assigned a letter next to the submittal number, i.e. A= second submittal, B= third submittal, etc.
- I. Submittals shall include a certified statement of compliance to the requirements detailed in the specifications in addition to other submittal requirements. This certification shall be prepared by the manufacturer and not the local supplier. Validity of the authority and position of the person signing the certification shall be verified by a Notary Public. The statement of compliance shall address each point of conformance contained in the governing

specifications with definite comments of either compliance or non-compliance. Statements of non-compliance with points of conformance shall be accompanied by a statement of justification as to the reason for non-conformance and why the non-complying feature is considered to be either equal to or better than the specified feature. The Engineer will use the certified statement of compliance in his evaluation of the submittal rendering a judgment as to equality to the specified product and issuing a statement as to whether the product is acceptable for or rejected from incorporation into the work.

- J. When a manufacturer named in the controlling specification is chosen to supply a product and the details of manufacture, size, and installation are shown on this standard catalog cut sheets, the manufacturer may submit the certified statement of compliance as detailed above along with installation details specific to the work such as laying schedules, etc. as required, deleting the standardized catalog data.

1.03 Engineer's Review of Shop Drawings

- A. The Engineer's review of drawings, data and samples submitted by the Contractor will cover only general conformity to the Specifications, external connections, and dimensions which affect the installation.
- B. The review of drawings and schedules will be general, and shall not be construed:
1. as permitting any departure from the Contract requirements;
 2. as relieving the Contractor of responsibility for any errors, including details, dimensions, omissions and materials;
- C. If the drawings or schedules as submitted describe variations per subparagraph (1.04.D), and show a departure from the Contract requirements which Engineer finds to be in the best interest of the Owner and to be so minor as not to involve a change in Contract Price or Time, The Engineer may return the reviewed Drawings without noting any exception.
- D. After the ENGINEER completes his review, the Shop Drawings will be marked with one of the following notations:
1. No Exceptions Taken.
 2. Make Corrections Noted.
 3. Revise and Resubmit.
 4. Rejected.
 5. Submit Specified Item.
- E. If a submittal is acceptable, it will be marked "No Exception Taken" or "Make Corrections Noted". Three copies of the submittal will be returned to the CONTRACTOR.
- F. Upon return of a submittal marked "No Exception Taken" or "Make Corrections Noted", the CONTRACTOR may order, ship or fabricate the materials included on the submittal, provided it is in accordance with the corrections indicated.
- G. If a Shop Drawing action is "Make Corrections Noted" but has extensive corrections or

corrections affecting other drawings or Work, the ENGINEER may require that the CONTRACTOR make the corrections indicated thereon and resubmit the Shop Drawings for record purposes. In this case, the submittal will be marked "Make Corrections Noted-Resubmit".

- H. If a submittal is unacceptable, two copies will be returned to the CONTRACTOR with one of the following notations:
 - 1. "Revise and Resubmit"
 - 2. "Rejected"
- I. Upon return of a submittal marked "Revise and Resubmit", the CONTRACTOR shall make the corrections indicated and repeat the initial approval procedure. The "Rejected" notation is used to indicate material or equipment that is not acceptable. Upon return of a submittal so marked, the CONTRACTOR shall repeat the initial approval procedure utilizing acceptable material or equipment.
- J. Submittals lacking adequate details or information to allow the ENGINEER to determine whether or not the submittal meets the intent of the Contract specifications shall be marked "Submit Specified Item" and returned without further comment.
- K. Shop Drawings or other submittals not bearing the ENGINEER'S "No Exception Taken" or "Make Corrections Noted" notations shall not be issued to Subcontractors nor utilized for construction purposes. No Work shall be performed or equipment installed without a drawing or submittal bearing one of these notations.
- L. In the event the CONTRACTOR obtains the ENGINEER'S approval for the use of equipment other than that which is shown or specified, the CONTRACTOR shall, at his own expense and using methods approved by the ENGINEER, make all changes to the Work, including structures, piping, electrical, equipment and controls, that may be necessary to accommodate this equipment.
- M. Resubmittals will be handled in the same manner as first submittals. The Contractor shall direct specific attention to revisions other than the corrections requested by the Engineer on previous submissions by written details or markings on the resubmitted Shop Drawings. The Contractor shall make any corrections required by the Engineer.
- N. If the Contractor considers any correction indicated on the Drawings to constitute a change to the Contract Drawings or Specifications, the Contractor shall give written notice thereof to the Engineer.
- O. The Engineer will review a submittal/resubmittal a maximum of three times after which cost of review will be borne by the Contractor. The cost of engineering shall be equal to the Engineer's charges to the Owner under the terms of the Engineer's agreement with the Owner.
- P. When the Shop Drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further

changes therein except upon written instructions or approval from the Engineer.

Q. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor, and will be considered "NOT APPROVED" until resubmitted.

1.13 SHOP DRAWINGS

- A. Shop drawings shall be complete and detailed.
- B. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the Engineer and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.
- C. Each shop drawing shall have a blank area 3-1/2 inches by 3-1/2 inches, located adjacent to the title block. The title block shall display the following:
 - 1. Number and title of the drawing.
 - 2. Date of drawing or revision.
 - 3. Name of project building or facility.
 - 4. Name of contractor and subcontractor submitting drawing.
 - 5. Clear identification of contents and location of the work.
 - 6. Specification number and title.
- D. If Drawings show variations from Contract requirements because of standard Shop practice or other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such Drawings have been reviewed.
- E. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material as required. Materials and equipment lists shall give for each item thereon the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish, and all other pertinent data.
- F. The Contractor shall provide a list including the equipment name, address, and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained for all mechanical and electrical equipment furnished.

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- G. All manufacturers or equipment suppliers who proposed to furnish equipment or products shall submit an installation list to the Engineer along with the required Shop Drawings. The installation list shall include at least five installations where identical equipment has been installed and has been in operation for a period of at least one (1) year.
 - H. Only the Engineer will utilize the color red in marking Shop Drawing submittals.
 - I. Before final payment is made, the Contractor shall furnish to Engineer five (5) sets of record shop drawings all clearly revised, complete and up to date showing the permanent construction as actually made for all reinforcing and structural steel, miscellaneous metals, process and mechanical equipment, yard piping, electrical system and instrumentation system.

1.13 Working Drawings

- A. Working drawings shall be considered to mean the Contractor's plans for temporary structures.
- B. Copies of working drawings as noted in subparagraph 1.02, shall be submitted to the Engineer where required by the Contract Documents or requested by the Engineer, and shall be submitted at least thirty (30) calendar days (unless otherwise specified by the Engineer) in advance of their being required for work.
- C. The Engineer will not review working drawings but shall use them as information to monitor the work performed by the Contractor.

1.14 Samples

- A. The Contractor shall furnish for the review of the Engineer samples required by the Contract Documents or requested by the Engineer. Samples shall be delivered to the Engineer as specified or directed and the Contractor shall prepay all shipping charges. Materials or equipment for which samples are required shall not be used in work until reviewed by the Engineer.
- B. Samples shall be of sufficient size and quantity to clearly illustrate:
 - 1. Functional characteristics of the product, with integrally related parts and attachment devices.
 - 2. Name of Contractor and Subcontractor
 - 3. Material or Equipment represented
 - 4. Place of Origin
 - 5. Name of Producer and Brand (if any).

6. Location in Project

(Samples of finished materials shall have additional marking that will identify them under the finished schedules.)

- C. The Contractor shall prepare a transmittal letter in triplicate for each shipment of samples containing the information required in subparagraph 1.06B above. He shall enclose a copy of this letter with the shipment and send a copy of this letter to the Engineer under separate cover and the remaining copy shall be for the Contractor's records. Review of a sample shall be only for the characteristics or use named and shall not be construed to change or modify any Contract requirements.
- D. Reviewed samples not destroyed in testing shall be sent to the Engineer or stored at the site of the work. Reviewed samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the reviewed samples. Samples which failed testing or were rejected will be returned to the Contractor at his expense, if so requested at time of submission.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01410

TESTING LABORATORY SERVICES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Contractor will employ and pay for the services of an Independent Testing Laboratory to perform testing specifically indicated on the Contract Documents or specified in the Specifications and may at any other time elect to have materials and equipment tested for conformity with the Contract Documents.

- A. Employment of the laboratory shall in no way relieve Contractor's obligations to perform the Work of the Contract.

1.02 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

Laboratory is not authorized to:

- A. Release, revoke, alter or enlarge on requirements of Contract Documents.
- B. Approve or accept any portion of the Work.
- C. Perform any duties of the Contractor.

1.03 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel; provide access to Work, to Manufacturer's operations.
- B. Secure and deliver to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.
- C. Provide to the laboratory the preliminary design mix proposed to be used for concrete, and other materials mixes which require control by the testing laboratory.
- D. Materials and equipment used in the performance of work under this Contract are subject to inspection and testing at the point of manufacture or fabrication. Standard specifications for quality and workmanship are indicated in the Contract Documents. The Owner may require the Contractor to provide statements or certificates from the manufacturers and fabricators that the materials and equipment provided by them are manufactured or fabricated in full accordance with the standard specifications for quality and workmanship indicated in the Contract Documents. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the Contractor, and no extra charge to the Owner shall be allowed on account of such testing and certification.
- E. Furnish incidental labor and facilities:
 - 1. To provide access to Work to be tested.

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2. To obtain and handle samples at the Project site or at the source of the product to be tested.
 3. To facilitate inspections and tests.
 4. For storage and curing of test samples.
- F. Notify laboratory at least 24 hours in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.
- G. Employ and pay for the services of the same or a separate, equally qualified independent testing laboratory to perform additional inspections, sampling and testing required for the Contractor's convenience and as approved by the Owner.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Material and equipment incorporated into the Work shall:

- A. Conform to applicable specifications and standards.
- B. Comply with size, make, type, and quality specified to the greatest extent possible, detailing all aspects and providing explicit reasons for parameters not in compliance and specifically approved in writing by the Engineer.
- C. Manufactured and Fabricated Products:
 - 1. Design, fabricate, and assemble in accord with the best engineering and standard shop practices.
 - 2. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
 - 3. Two or more items of the same kind shall be produced, by the same manufacturer.
 - 4. Products shall be suitable for service conditions.
 - 5. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
- D. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

1.02 APPROVAL OF MATERIALS

- A. Only new materials and equipment shall be incorporated in the Work. All materials and equipment furnished by the Contractor shall be subject to the inspection and approval of the Engineer. No material shall be delivered to the Work without prior approval of the Engineer.
- B. The Contractor shall submit to the Engineer, data relating to materials and equipment he proposes to furnish for the work. Such data shall be in sufficient detail to enable the Engineer to identify the particular product along with references to the applicable section(s) of the specifications to form an opinion as to its conformity to the specifications. The data shall comply with Paragraph 1.06 of this Section.
- C. Facilities and labor for handling and inspection of all materials and equipment shall be furnished by the Contractor. If the Engineer requires, the Contractor shall submit samples of materials for such special tests as may be necessary to demonstrate that they conform to the

specifications. Such samples shall be furnished, stored, packed, and shipped as directed at the Contractor's expense. Except as otherwise noted, the Contractor will make arrangements for and pay for the tests. Where such tests confirm compliance with the specifications, the Owner will reimburse the actual charges of the testing firm paid by the Contractor.

- D. Contractor shall submit data and samples sufficiently early to permit consideration, approval, manufacture, and delivery of materials before they are necessary for incorporation in the work. Any delay of approval resulting from the Contractor's failure to submit samples or data promptly shall not be used as a basis of claim against the Owner or the Engineer.
- E. The materials and equipment used in the Work shall correspond to the approved samples or other data.

1.03 MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION

- A. When Contract Documents require that installation of the Work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including five copies to the Engineer. One complete set of the installation instructions shall be available for use on the job site during and through completion of the Work.
- B. Handle, install, connect, clean, condition and adjust products as required by the manufacturer's instructions and in conformity with specified requirements.
 - 1. Should the specified requirements conflict with the manufacturer's instructions, the manufacturer's instructions shall have priority unless changes are authorized in writing by the manufacturer.
 - 2. Should job conditions conflict with the manufacturer's instructions, consult with the manufacturer for clarification.
 - 3. Clarifications of installation instructions shall be issued only by the manufacturer, shall be in writing, and shall be distributed to all parties involved in the installation as stated above and prior to alteration of the installation procedures.
 - 4. Do not proceed with the Work without clear instructions concerning the specific installation procedures.
- C. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by the manufacturer.

1.04 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of Products as required by the currently approved construction schedule coordinating each delivery to avoid conflict with other work and conditions at the site.
 - 1. Deliver Products in a undamaged condition, in the manufacturer's original containers or packaging and with identifying labels intact and legible.
 - 2. Prior to accepting delivery, inspect shipments to assure compliance with approved submittal, and that the Products have been properly protected and are undamaged.
- B. Provide equipment and personnel to handle Products preventing soiling or damage to the Products or their protective packaging.

1.05 STORAGE AND PROTECTION

- A. Store Products in accord with manufacturer's instruction, with seals and labels intact and legible.
 - 1. Store products subject to damage by the elements in weathertight enclosures.
 - 2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
 - 3. Store fabricated products above the ground, on blocking or skids, prevent spoiling, staining or corrosion. Cover products which are subject to deterioration with impervious sheet coverings and provide adequate ventilation to avoid condensation.
 - 4. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
- B. All materials and equipment to be incorporated in the Work shall be handled and stored in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and other injury, theft or damage.
- C. Cement and lime shall be stored under a roof and off the ground and shall be kept completely dry at all times. All miscellaneous steel, structural steel and reinforcing steel shall be stored off the ground, kept free of accumulations of dirt and grease, and in areas free of standing water to minimize rusting. Precast concrete sections shall be handled and stored in a manner to prevent staining, chipping or cracking. Brick, block and similar masonry products shall be handled and stored in a manner to reduce staining, breaking, chipping, cracking, and spalling.
- D. All materials which, in the opinion of the Engineer, have become so damaged as to be unfit for the use intended, including aesthetics, shall be promptly removed from the site of the work.
- E. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections and exercise or rotate moving parts of stored products as required by the

manufacturer to assure that products are maintained under specified conditions and free from damage or deterioration.

- F. Provide substantial coverings as necessary to protect installed products from damage caused by traffic and subsequent construction operations. Remove the protective covering when no longer needed.
- G. The Contractor shall be responsible for all material, equipment, and supplies sold and delivered to the Owner under this Contract until final inspection of the Work and acceptance thereof by the Owner. In the event any such material, equipment, and supplies are lost, stolen, damaged, or destroyed prior to final inspection and acceptance they shall be replaced by the Contractor.
- H. Should the Contractor fail to take proper action to properly store and handle equipment supplied under this Contract, the Owner retains the right to notify the Contractor in writing of the deficiencies, to correct all deficiencies and deduct the cost associated with these corrections from the contractor's Contract. These costs may be comprised of expenditures for labor, equipment usage, administration, clerical, engineering and any other costs associated with making the necessary corrections.

1.06 SUBSTITUTIONS AND PRODUCT OPTIONS

A. Products List:

Within fifteen (15) days after the Notice to Proceed, submit to the Engineer complete list of major products proposed to be used, with the name of the manufacturer and the installing subcontractor.

B. Contractor's Options:

- 1. For Products specified only by reference standard, select any product meeting that standard.
- 2. For Products specified by naming one or more Products or manufacturers and "or equal", Contractor must submit a request as for substitutions for any Product or manufacturer not specifically named.

C. Substitutions:

- 1. For a period of thirty (30) days after the Effective Date of the Agreement, the Engineer will consider written requests from Contractor for substitution of Products.

-
2. Submit a separate request for each Product, supported with complete data, with drawings and samples as appropriate, including:
 - a. Comparison of the qualities of the proposed substitution with that specified.
 - b. Changes required in other elements of the work because of the substitution.
 - c. Effect on the construction schedule.
 - d. Cost data comparing the proposed substitution with the Product specified.
 - e. Any required license fees or royalties.
 - f. Availability of maintenance service, and source of replacement materials.
 3. The Engineer shall be the judge of the acceptability of the proposed substitution.

D. Contractor's Representation:

A request for a substitution constitutes a representation that Contractor:

1. Has investigated the proposed Product and determined that it is equal to or superior in all respects to that specified.
2. Will provide the same warranties or bonds for the substitution as for the Product specified.
3. Will coordinate the installation of an accepted substitution into the Work, and make such other changes as may be required to make the Work complete in all respects.
4. Waives all claims for additional costs, under his responsibility, which may subsequently become apparent.

1.07 SPECIAL TOOLS

Manufacturers of equipment and machinery shall furnish any special tools required for normal adjustment, operations and maintenance, together with instructions for their use. The Contractor shall preserve and deliver to the Owner these tools and instructions in good order no later than upon completion of the Contract.

1.08 WARRANTY

For all major pieces of equipment, submit a warranty from the equipment manufacturer. The manufacturer's warranty period shall be concurrent with the Contractor's as stipulated in the specifications for each piece of equipment.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01630

SUBSTITUTIONS

PART 1 GENERAL

1.01 General

Requests for review of a substitution shall conform to the requirements of Article 6.05 of the General Conditions and shall contain complete data substantiating compliance of proposed substitution with Contract Documents.

1.02 Substitutions

- A. During a period of 60 days after execution of Contract, ENGINEER will consider written requests from CONTRACTOR for substitution of products or construction methods (if specified).
 - 1. After end of specified period, requests will be considered only in case of unavailability of products or other conditions beyond control of CONTRACTOR.
 - 2. If the CONTRACTOR proposes to use products other than named manufacturers in the technical Specification, the ENGINEER reserves the right to require the CONTRACTOR to submit information within the first 30 days after the NOTICE TO PROCEED verifying that the proposed equipment will comply with the Specifications.
- B. Requests for review of a substitution shall conform to the requirements of Article 6.05 of the General Conditions, and shall contain complete data substantiating compliance of proposed substitution with the Contract Documents.
- C. In making request for substitution, CONTRACTOR represents:
 - 1. CONTRACTOR has investigated proposed product or method, and determined that it is equal or superior in all respects to that specified.
 - 2. CONTRACTOR will provide the same or better warranties or bonds for proposed substitution as for product or method specified.
 - 3. CONTRACTOR waives all claims for additional costs or extension of time related to proposed substitution that subsequently may become apparent.
- D. Proposed substitutions will not be accepted if:
 - 1. They are only shown or implied on the Shop Drawings.
 - 2. Acceptance will require substantial revision of Contract Documents.
 - 3. They will change design concepts or Specifications.
 - 4. They will delay completion of the Work, or the work of other contractors.
- E. The ENGINEER will determine whether substitute brands or products are equal to those specified in the Contract Documents. No substitute will be ordered or installed without the ENGINEER'S prior written acceptance.
- F. The OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a

special performance guarantee or other surety with respect to any substitute.

- G. If the ENGINEER determines that a proposed substitute is not equal to that specified or described in the Drawings or Specifications, CONTRACTOR shall furnish one of the brands or products specified or described, at no additional cost to the OWNER.
- H. Engineering Costs:
1. The ENGINEER will record all time required in evaluating substitutions proposed by CONTRACTOR and in making any change in the Drawings or Specifications occasioned thereby. Whether or not the ENGINEER accepts a proposed substitute CONTRACTOR will reimburse the OWNER for the actual cost of the ENGINEER for evaluating any proposed substitute which either does not meet the requirements of the Drawings and Specifications, or the acceptance of which would require changes to other portions of the Work.
 2. CONTRACTOR shall reimburse OWNER for all associated engineering costs, including redesign, additional shop drawing reviews, investigations, consultant fees and revision of the Contract Documents required because of the substitution.
- I. The time required by the ENGINEER to evaluate and either accept or reject proposed substitutes is included in the Contract Time and no extension of the Contract Time shall be allowed therefore.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01710

CLEANING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Cleaning shall include daily "policing" of the work and surrounding areas to clear general debris waste paper, wood scraps, broken concrete, loose riprap, and other objectionable material along with the final cleanup of site(s) required for project acceptance. **DAILY CLEANUP IS REQUIRED.**

1.02 DISPOSAL REQUIREMENTS

Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 DURING CONSTRUCTION

- A. Execute daily cleaning to keep the Work, the site and adjacent properties, free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.
- B. Provide onsite containers for the collection of waste materials, debris and rubbish. All waste materials including containers, food debris and other miscellaneous materials must be disposed of daily in onsite containers.
- C. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

3.02 FINAL CLEANING

- A. Employ skilled workmen for final cleaning.
- B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- C. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.
- D. Prior to final completion or Owner occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces and all work areas to verify that the entire Work is clean.

**** END OF SECTION ****

SECTION 01720
PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Maintain at the site for the Owner one record copy of:

- A. Conformed Drawings.
- B. Conformed Specifications.
- C. Change Orders and other Modifications to the Contract.
- D. Engineer's Field Orders or written instructions.
- E. Approved Shop Drawings, Working Drawings and Samples.
- F. Field Test records.
- G. Construction photographs.
- H. Latest, Approved Progress Schedule.

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in a manner and location to prevent damage.
 - 1. Provide files and racks for storage of documents.
 - 2. Provide secure storage space for storage of samples.
- B. File documents and samples in accordance with CSI section numbers.
- C. Maintain documents in a clean, dry, legible, condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by the Owner.
- E. As a prerequisite for monthly progress payments, the Contractor is to exhibit the currently updated "record documents" for review by the Owner.

1.03 MARKING DEVICES

Provide felt tip marking pens for recording information in the color code designated by the Owner.

1.04 RECORDING

- A. Label each document "PROJECT RECORD" with rubber stamp.
- B. Record information concurrently with construction progress and do not conceal any work until required information is recorded.
- C. Legibly mark drawings to record actual construction:
 - 1. The Contractor shall use the following color code in marking Contract Drawings:
 - a. Yellow for no change.
 - b. Red to indicate additions, deletions and changes.
 - 2. Elevations of various structure elements in relation to elevation datum.
 - a. Elevations referenced to control points established by the Owner's agent.
 - b. Specifically, elevations of drainage culvert inverts, ditch grades, top of roadway and driveway curbs, bridges, etc.
 - 3. Location of internal utilities and appurtenances concealed in the construction by referencing to visible and accessible features of the structure.
 - 4. Field changes of dimension and detail.
 - 5. Changes made by Field Order or by Change Order.
 - 6. Details not on original contract drawings.
- D. Specifications and Addenda; Legibly mark each Section to record:
 - 1. Manufacturer, trade name, catalog number, and Supplier of each Product and item of equipment actually installed.
 - 2. Changes made by Field Order or by Change Order.
- E. Shop Drawings (after final review):

-
- F. Certified site survey and line elevations and stationing at 100 foot increments and all points of change of direction of channel improvements (Section 01050) by a registered land surveyor.

1.05 SUBMITTAL

- A. At Contract close-out, deliver Record Documents to the Owner.
- B. Accompany submittal with transmittal letter in duplicate, containing:
1. Date.
 2. Project title and number.
 3. Contractor's name and address.
 4. Title and number of each Record Document.
 5. Signature of Contractor or his authorized representative.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION(NOT USED)

*** * END OF SECTION * ***

SECTION 01740

WARRANTIES AND BONDS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Compile specified warranties and bonds, as in Articles 5 and 13 of the General Conditions.
- B. Co-execute submittals when so specified.
- C. Review submittals to verify compliance with Contract Documents.
- D. Submit to the Owner for review.

1.02 SUBMITTAL REQUIREMENTS

- A. Assemble and include warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, couplers, and subcontractors including effective dates.
- B. Number of original signed copies required. Two (2) each.
- C. Table of Contents. Neatly typed in orderly sequence. Provide complete information for each item.
 - 1. Product or work item.
 - 2. Firm, with name of principal, address and telephone number.
 - 3. Scope.
 - 4. Date of beginning warranty, and bond.
 - 5. Duration of warranty.
 - 6. Provide information for Owner's personnel:
 - a. Proper procedure in case of failure.
 - b. Instances which might affect the validity of warranty or bond.
 - 7. Contractor, name of responsible principal, address and telephone number.

1.04 FORM OF SUBMITTALS

- A. Prepare in duplicate packets.
- B. Format:
 - 1. Size 8-1/2-inches x 11-inches, punch sheets for standard 3-post binder.
 - 2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS." List:
 - a. Title of Project.
 - b. Name of Contractor.
- C. Binders: Commercial quality, three-post binder, with durable and cleanable plastic covers and maximum post width of 2-inches, "D" ring.

1.05 WARRANTY SUBMITTAL REQUIREMENTS

- A. For all components of the work, unless stated otherwise in the specifications for each individual item of equipment, submit a written warranty from the manufacturer to replace promptly any component thereof which, in the sole opinion of the Engineer, has defects in design, workmanship, materials, or performance within a one (1) year period following the date of acceptance for operation (Substantial Completion) by the Owner. The manufacturer's warranty period shall be concurrent with the Contractor's for one (1) year, unless otherwise specified, commencing at the time of acceptance for operation (beneficial use) by the Owner and shall be read in conjunction with the Contractor's warranty which shall operate together to provide for replacement of defective components and restoration of proper operation. The Contractor shall be solely responsible for both warranties.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

CITY OF HATTIESBURG

SPECIAL PROVISION NO. 907-616-2

CODE: (SP)

DATE: 08/25/2009

SUBJECT: Colored and Imprinted Concrete Median and Island Pavement

Section 616, Median and Island Pavement, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as amended by this special provision is applicable to Colored And Imprinted Concrete only.

907-616.01--Description. This work consists of furnishing all labor, materials, tools, tests, royalties, services and other incidentals as may be required for the good and proper completion of the colored and imprinted concrete island and median pavement.

The locations for colored and imprinted concrete island and median pavement are shown on the plans, but generally are limited to all proposed concrete islands and concrete median end noses.

The Contractor is advised of additional notes on the plans which call attention to particular requirements or conditions regarding colored and imprinted concrete island and median pavement.

Quality Assurance. Installation shall be performed by an installer with at least one year experience in the placement of colored and imprinted concrete paving systems.

907-616.02--Materials. Colored concrete materials and imprinting tool release agents shall meet the following requirements.

- A. Coloring Agents: Contractor may elect to color the concrete integrally, or may apply dry-shake to the surface of the freshly poured concrete. Whichever method is used, the coloring agent shall be a mineral oxide pigment approved by the Engineer.

Colors for colored and imprinted concrete shall be selected by the Engineer from Standard or Designer color charts, or an approved manufacturer's color charts.

- B. Curing and Finishing Material: Contractor shall utilize a color-matched curing and finishing material recommended by the manufacturer. Curing materials or methods for uncolored concrete shall not be used with Colored and Imprinted Concrete.
- C. Release Agent: Contractor shall utilize a dry-shake powder to facilitate the release of the concrete imprinting tools. The color of the release agent shall match the selected main coloring agent chosen by the Engineer for the concrete.
- D. Imprinting Tools: Tools shall be of high quality and shall provide uniform control of joint depth.

- E. Imprint Tool Pattern: The imprint pattern to be used for all concrete imprinting shall be a 4" x 8" brick herringbone pattern, with a 4" x 8" matching soldier course. The Contractor shall reference the plans for pattern layout and orientation of the imprint patterns.

Once the color, method of coloring, and the imprinting tools have received approval from the Engineer, the Contractor shall provide a 4-foot square test panel, separate from proposed island and median end nose areas, to be reviewed and approved by the Engineer. Engineer will evaluate color as compared to color chart and texture of broom finish.

Subsequent test panels may be required, if the finish, imprint quality, or color is unacceptable to the Engineer. The Contractor shall remove unaccepted test panels immediately from site. Accepted panel shall remain until all colored concrete islands and median end noses have been completed by the Contractor, at which time the Contractor shall then remove the acceptable test panel from the site.

907-616.03.4--Handling, Measuring, Proportioning, and Mixing Materials. Should an integral coloring method be selected by the Contractor, the Contractor shall mix coloring agent in strict accordance with the approved manufacturer's written instructions. Copies of the manufacturer's written instructions shall be furnished to the Engineer prior to manufacture and placement of colored concrete.

Should a dry-shake applied coloring method be selected by the Contractor, the Contractor shall measure and apply coloring agent in strict accordance with the approved manufacturer's written instructions. Copies of the manufacturer's written instructions shall be furnished to the Engineer prior to manufacture and placement of colored concrete.

907-616.03.4--Protection and Curing. Protection and curing materials and methods of application for colored and imprinted concrete shall be in strict accordance with the approved manufacturer's written instructions. Copies of the manufacturer's written instructions shall be furnished to the Engineer prior to manufacture and placement of colored concrete.

907-616.04--Method of Measurement. Colored and imprinted concrete median and island pavement, completed and accepted, will be measured by the square foot or square yard or per each. Test panels will not be measured for separate payment.

907-616.05--Basis of Payment. Colored and imprinted concrete median and island pavement, measured as prescribed above, will be paid for at the contract unit price per square foot or square yard or per each, which price shall be full compensation for all labor, tools, materials, equipment, test panels, placement of concrete, imprinting the concrete, and all incidental necessary to complete the work.

Payment will be made under:

907-616-A: Colored Concrete with Scoring	- per square yard
907-616-B: Stamped and Colored Concrete (Brick Pattern)	- per square foot
907-616-C: Stamped Concrete, Brick Pattern with Truncated Domes	- per each



City of Hattiesburg, MS

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

Master

File Number: 2019-090

File ID: 2019-090

Type: Regular Agenda Item

Status: Routine Agenda

Version: 1

Reference:

In Control: City Council

Requester: Deborah Bourne

File Created: 01/28/2019

Brief Title: Approve the City's purchase of Ten (10) grave spaces,
per attached request, receipt, and deed.

Final Action:

Minute Book Number: MB 2019-32

Title:

Approve the City's purchase of Ten (10) grave spaces, per attached request, receipt, and deed. The entire Lot 85, on section 36, at Highland Cemetery, and (2) spaces located in the Southwest Quarter (SW 1/4) of Lot 76, Section 36, at Highland Cemetery Minute Book 2013, Page# 105, in the amount of \$1,750.00 from Winston and Martha Phillips, authorize manual check for the same.

Notes:

Agenda Date: 02/05/2019

Indexes:

Agenda Number: VI.-8

Sponsors:

Enactment Date:

Attachments: Buy Back (Winston and Martha Phillips (01-28-19

Enactment Number:

Contact:

Meeting Date: 02/05/2019

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/05/2019					

Text of Legislative File 2019-090

Title

Approve the City's purchase of Ten (10) grave spaces, per attached request, receipt, and deed. The entire Lot 85, on section 36, at Highland Cemetery, and (2) spaces located in the Southwest Quarter (SW 1/4) of Lot 76, Section 36, at Highland Cemetery Minute Book 2013, Page# 105, in the amount of \$1,750.00 from Winston and Martha Phillips, authorize manual check for the same.

Summary

Approve the City's purchase of Ten (10) grave spaces, per attached request, receipt, and deed.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Date: 01/28/2019

To whom it may concern:

We, Winston And Martha Phillips are requesting to sell back (1) grave space (s)

Located at Highland Cemetery, In Section 36, Lot 85, Entire Lot (8) to the
36, Lot 76, SW 1/4 (2)

City of Hattiesburg, which was purchased on April 5th, 2013 at the price

Of \$ 175.⁰⁰ per grave space. Total amount due this request \$ 1,750.⁰⁰ MB# 2013/

Page# 105

Sincerely,

Winston Phillips
Martha Phillips

Mail to:

20 Refuge Lane
Hattiesburg, MS. 39402

Phone#

601-336-5259

Approved By:
Deborah Boone
01/28/19

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss.,

4-5- 20 13

SOLD TO:

Mr. Mrs. Miss

Winston and Martha Phillips

ADDRESS

20 Refuge Lane Hattiesburg MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

512 ⁽²⁾ 1/4 Lot No. 76

Section No. 36

Highland

Cemetery

Number of grave spaces 10

Price per grave space \$ 175.00

Price Received \$ 1750.00

check 7/28

CITY OF HATTIESBURG, MISSISSIPPI

By

Waleyn J. Henderson
Supt. of City Cemeteries

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of **ONE THOUSAND SEVEN HUNDRED AND FIFTY Dollars (\$1,750.00)**, 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 Winston and Martha Phillips, 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 85 Section Number: 36
and

Lot Number: 76 Section Number: 36

Southwest Quarter (SW 1/4)

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing ten (10) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of April, 2013.

ATTEST:

CITY CLERK

(SEAL)

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 HAND AND OFFICIAL SEAL OF OFFICE ON THIS, the 16th day of April, 2013.

My Comm. Expires



NOTARY PUBLIC



City of Hattiesburg, MS

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

Master

File Number: 2019-081

File ID: 2019-081

Type: Regular Agenda Item

Status: Routine Agenda

Version: 1

Reference:

In Control: City Council

Requester: Deborah Bourne

File Created: 01/28/2019

Brief Title: Approve the sale of grave spaces, per attached
Memo's, Receipts, and Deeds

Final Action:

Minute Book Number: MB 2019-32

Title:

Approve the sale of grave spaces, per attached Memo's, Receipts, and
Deeds.

Notes:

Agenda Date: 02/05/2019

Indexes:

Agenda Number: VI.-9

Sponsors:

Enactment Date:

Attachments: Memo's (02-05-19), Receipts (02-05-19), Deeds
(02-05-19), Executed grave space deeds (3)

Enactment Number:

Contact:

Meeting Date: 02/05/2019

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/05/2019					

Text of Legislative File 2019-081

Title

Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.

Summary

Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: January 22, 2019

The following represents the grave spaces sold on January 22, 2019.

Anna Bell Pollard

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 85, Section 37, Highland Cemetery

Terry LeFlore

(1) Space \$ 175.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 67, Section 36, Highland Cemetery

Latrice Newsome

(1) Space \$ 175.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 36, Section 37, Highland Cemetery

Deborah Walters Gonzalez

(1) Space \$ 175.00

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 65, Section 36, Highland Cemetery

Jackie Mobley

(1) Space \$ 175.00

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 50, Section 34, Highland Cemetery

Marcus Steele

(1) Space \$ 175.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 22, Section 34, Highland Cemetery

Robert Stephens

(1) Space \$ 175.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 27, Section 37, Highland Cemetery

Robert Stephens

(2) Spaces \$ 350.00

Northwest Quarter (NW ¼)

Lot 27, Section 37, Highland Cemetery

Randy Or Charlotte Bledsoe

\$ 350.00

Northeast Quarter (NE ¼)

Lot 29, Section 37, Highland Cemetery

Mrs. Dudley Kinard

(1) Space \$ 175.00

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 61, Section 35, Highland Cemetery

Mrs. Dudley Kinard

(1) Space \$ 175.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 61, Section 35, Highland Cemetery

Charlotte Walters

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 26, Section 35, Highland Cemetery

Charles Clark

(1) Space \$150.00

East Half (E ½) of the Northeast Quarter (NE ¼)

Lot 13, Section 1, South Hill Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: January 14, 2019

The following represents the grave spaces sold on January 14, 2019,

Hope Poole

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 23, Section 35, Highland Cemetery

Charles Or Gloria Bynum

(2) Spaces \$ 350.00

Southwest Quarter (SW ¼)

Lot 23, Section 34, Highland Cemetery

1000 Exchange St
Retaining
CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 11-17 20 19

SOLD TO:

Mr.. Mrs. Miss Anna Bell Pollock

ADDRESS 1222 New Orleans St Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 85 Section No. 37 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By Harvey Gleson
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 1-17 20 19

SOLD TO:

Mr.. Mrs. Miss Terry LeFlore

ADDRESS 318 Eastside Ave Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 47 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By Harvey Gleson
Supt. of City Cemeteries

mail to
2634 Hartford Lane
Little Rock, Ark
75134
CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 01-19 20 19

SOLD TO:

Mr.. Mrs. Miss Latrice Newsome

ADDRESS 710 Hall Ave Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 36 Section No. 37 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By Harvey Gleson
Supt. of City Cemeteries

11141 10.
P.O. Box 100
Petal, MS. 39465

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 01/16/2019

SOLD TO:

Mr. Mrs. Miss Deborah Walters Gonzalez

ADDRESS 805 Hardy St. Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SE 1/4 Lot No. 65 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Brune
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 01-15-2019

SOLD TO:

Mr. Mrs. Miss Jackie D. Dickey

ADDRESS 702 Ellis Ave Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SE 1/4 Lot No. 50 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By Danny Geronzi
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 01-15-2019

SOLD TO:

Mr. Mrs. Miss Marcus Steele

ADDRESS 810 Beriton Dr. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 22 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By Danny Geronzi
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 01-18 2019

SOLD TO:

Mr. Mrs. Miss Robert Stephens
ADDRESS 12 Cameron Place Dr. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S SW 1/4 Lot No. 27 Section No. 37 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CK #1320

CITY OF HATTIESBURG, MISSISSIPPI

By John W. Gibson
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 01-18 2019

SOLD TO:

Mr. Mrs. Miss Robert Stephens
ADDRESS 12 Cameron Place Dr. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

A NW 1/4 Lot No. 27 Section No. 37 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CK #1320

CITY OF HATTIESBURG, MISSISSIPPI

By John W. Gibson
Supt. of City Cemeteries

Mailed to:

114 Belkmeade Trace **CITY OF HATTIESBURG**
PURCHASE OF CEMETERY GRAVE SPACES
Clinton, MS. 39056-6240

Hattiesburg, Miss., 01-14- 2019

SOLD TO:

Mr. Mrs. Miss Randy or Charlotte Bledsoe
ADDRESS 805 Hardy St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

— NE 1/4 Lot No. 29 Section No. 37 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

ck # 8547

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bunn
Supt. of City Cemeteries

mail to
P.O. 463
Petal, ms
39465

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 01-14 2019

SOLD TO:

Mr. Mrs. Miss Mrs Dudley Kinard
ADDRESS 805 Hardy Street Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 61 Section No. 35 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

credit card

CITY OF HATTIESBURG, MISSISSIPPI

By Xa My balar
Supt. of City Cemeteries

mail to
P.O. Box 463
Petal, ms
39465

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 01-14 2019

SOLD TO:

Mr. Mrs. Miss Mrs Dudley Kinard
ADDRESS 805 Hardy St. Hattiesburg, ms

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 61 Section No. 35 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

credit

CITY OF HATTIESBURG, MISSISSIPPI

By Xa My balar
Supt. of City Cemeteries

mail to
261 Rosewood Dr
Petal, ms
39465

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 01-17 2019

SOLD TO:

Mr. Mrs. Miss Charlotte Waller
ADDRESS 710 Hall Five Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 26 Section No. 35 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

credit card

CITY OF HATTIESBURG, MISSISSIPPI

By Xa My balar
Supt. of City Cemeteries

Mail to
P.O. Box 792
Betal miss 39465

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 01-15 2014

SOLD TO:

Mr. Mrs. Miss

Charles Clark

ADDRESS

706 N. Chancellor Rd. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 NE 1/4 Lot No. 13

Section No. 1

in South Hill Cemetery

Number of grave spaces 1

Price per grave space \$ 150.00

Price Received \$

150.00

Credit card

CITY OF HATTIESBURG, MISSISSIPPI

By

Raymond
Supt. of City Cemeteries

Mailed to
30 Ed Fanning Rd
Ridgeland, MS 39165

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 01-22 2019

SOLD TO:

Mr. Mrs. Miss

Hope Rolle

ADDRESS

1317 Hardy Street Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NW 1/4 Lot No. 23 Section No. 35 in Highland Cemetery

Number of grave spaces

1

Price per grave space \$

175.00

Price Received \$

175.00

CITY OF HATTIESBURG, MISSISSIPPI

By

Credit card

John H. Hester
Supt. of City Cemeteries

Mailed to
117 Maplewood Dr.
Hattiesburg, MS
39402

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 01-22 2019

SOLD TO:

Mr. Mrs. Miss

Charles or Gloria Burdum

ADDRESS

805 Hardy St Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

SW 1/2 1/4 Lot No. 23 Section No. 34 in Highland Cemetery

Number of grave spaces

2

Price per grave space \$

175.00

Price Received \$

350.00

CITY OF HATTIESBURG, MISSISSIPPI

By

CK #1808

John H. Hester
Supt. of City Cemeteries

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Anna Bell Pollard, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northwest Quarter (NW¼)

Lot 85 Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day of February, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of February 2019.

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 Terry LeFlore, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northeast Quarter (NE¼)

Lot 67 Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day of February, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of February 2019.

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 Latrice Newsome, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northeast Quarter (NE¼)

Lot 36 Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day of February, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of February 2019.

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 Deborah Walters Gonzalez, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southeast Quarter (SE¼)

Lot 65 Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day of February, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of February 2019.

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 Jackie Mobley, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southeast Quarter (SE¼)

Lot 50 Section 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 5th day of February, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of February 2019.

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 Marcus Steele, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southwest Quarter (SW¼)

Lot 24 Section 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 5th day of February, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of February 2019.

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 Robert Stephens, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southwest Quarter (SW¼)

Lot 27 Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day of February, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of February 2019.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Robert Stephens, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW¼)

Lot Number 27 Section Number 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 5th day February 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of February, 2019

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Randy Or Charlotte Bledsoe, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE¼)

Lot Number 29 Section Number 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 5th day February 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of February, 2019

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 Mrs. Dudley Kinard, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southeast Quarter (SE¼)

Lot 61 Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day of February, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of February 2019.

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 Mrs. Dudley Kinard, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northeast Quarter (NE¼)

Lot 61 Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day of February, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of February 2019.

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 Charlotte Walters, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)

Lot 26 Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day of February, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of February 2019.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), 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 Charles 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:

East Half (E½) of the Northeast Quarter (NE¼)

Lot Number: 13

Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill 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 5th day of February, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(S E A L)

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and Deputy 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 5th day of February, 2019.

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 Hope Poole, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northwest Quarter (NW¼)

Lot 27 Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day of February, 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of February 2019.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Charles Or Gloria Bynum, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW¼)

Lot Number 23 Section Number 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day February 2019.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of February, 2019

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 Anna Bell Pollard, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northwest Quarter (NW¼)

Lot 85 Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day of February, 2019.

ATTEST:


CITY CLERK

(SEAL)

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

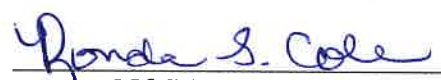
Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of February 2019.

My Commission Expires:

4/24/20




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 Terry LeFlore, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northeast Quarter (NE¼)

Lot 67 Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day of February, 2019.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of February 2019.

My Commission Expires:

4/24/20




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 Latrice Newsome, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northeast Quarter (NE¼)

Lot 36 Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day of February, 2019.

ATTEST:


CITY CLERK

(SEAL)

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, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of February 2019.

My Commission Expires:

4/24/20




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 Deborah Walters Gonzalez, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southeast Quarter (SE¼)

Lot 65 Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day of February, 2019.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of February 2019.

My Commission Expires:

4/24/20




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 Jackie Mobley, 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 (N $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$)

Lot 50 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

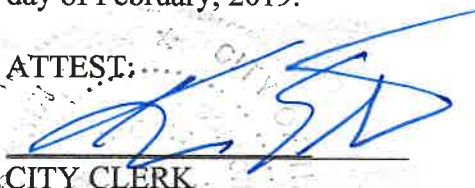
One (1) Grave space (s).

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 5th day of February, 2019.

ATTEST:


CITY CLERK

(SEAL)

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, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of February 2019.

My Commission Expires:

4/24/20




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 Marcus Steele, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$)

Lot 24 Section 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.

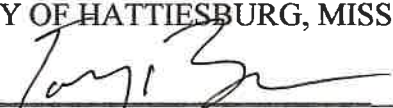
WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day of February, 2019.

ATTEST:


CITY CLERK

(SEAL)

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, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of February 2019.

My Commission Expires:

4/24/20




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 Robert Stephens, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southwest Quarter (SW¼)

Lot 27 Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day of February, 2019.

ATTEST:

CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of February 2019.

My Commission Expires:

4/24/20



Ronda S. Cole
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Robert Stephens, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW¼)

Lot Number 27 Section Number 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 5th day February 2019.

ATTEST:

CITY CLERK

(S.E.A.L.)

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, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of February, 2019

My Commission Expires:

4/24/20



Ronda S. Cole
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Randy Or Charlotte Bledsoe, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE¹/₄)

Lot Number 29 Section Number 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.

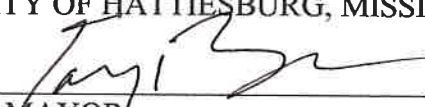
WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day February, 2019.

ATTEST:


CITY CLERK

(S.E.A.L.)

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, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of February, 2019

My Commission Expires:

4/24/20




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 Mrs. Dudley Kinard, 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 (N $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$)

Lot 61 Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

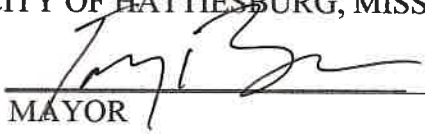
GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day of February, 2019.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of February 2019.

My Commission Expires:

4/24/20




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 Mrs. Dudley Kinard, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$)

Lot 61 Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

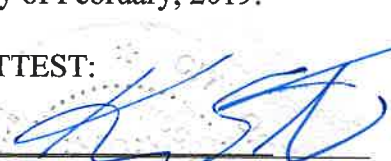
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day of February, 2019.

ATTEST:


CITY CLERK

(SEAL)

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

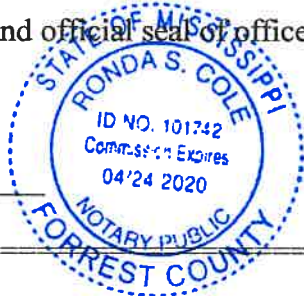
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of February 2019.

My Commission Expires:

4/24/20




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 Charlotte Walters, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$)

Lot 26 Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day of February, 2019.

ATTEST:

CITY CLERK

(SEAL)

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

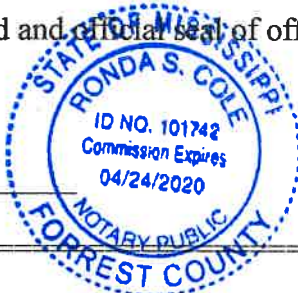
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of February 2019.

My Commission Expires:

4/24/20



Ronda S. Cole
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), 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 Charles 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:

East Half (E½) of the Northeast Quarter (NE¼)

Lot Number: 13

Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill 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.

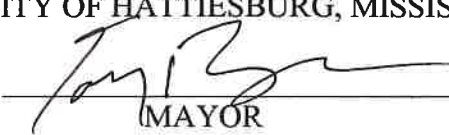
GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

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 5th day of February, 2019.

ATTEST:


CITY CLERK
(SEAL)

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, Toby Barker and Kermas Eaton, Mayor and Deputy 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 5th day of February, 2019.

My Commission Expires:

4/24/20




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 Hope Poole, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northwest Quarter (NW¼)

Lot 27 Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

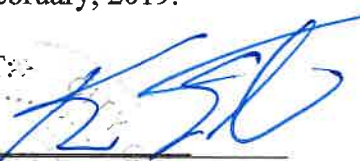
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

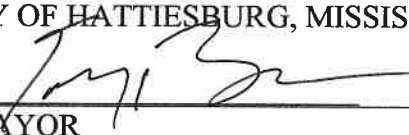
WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day of February, 2019.

ATTEST:-


CITY CLERK

(S E A L)

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, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of February 2019.

My Commission Expires:

4/24/20




NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Charles Or Gloria Bynum, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW¹/₄)

Lot Number 23 Section Number 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day February 2019.

ATTEST:

CITY CLERK

(S E A L)

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, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of February, 2019

My Commission Expires:

4/24/20



Ronald S. Cole
NOTARY PUBLIC



City of Hattiesburg, MS

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

Master

File Number: 2019-101

File ID: 2019-101

Type: Regular Agenda Item

Status: Routine Agenda

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 01/30/2019

Brief Title: Claims docket for the period ending 1/31/2019.

Final Action:

Minute Book Number: MB 2019-32

Title:

Approve claims docket for the period ending January 31, 2019.

Notes:

Agenda Date: 02/05/2019

Indexes:

Agenda Number: VI.-10

Sponsors:

Enactment Date:

Attachments: DOCKET 19.01-31

Enactment Number:

Contact:

Meeting Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/05/2019					

Text of Legislative File 2019-101

Title

Approve claims docket for the period ending January 31, 2019.

Summary

Claims docket for the period ending 1/31/2019.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 01/29/19

PERIOD ENDING JANUARY 31, 2018

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND							
00001 A A A AMBULANCE SERVICE	18-78657	GAR	00186091	18002350 SRV 12/25/18 GARNER PRISONER	01/31/19	268478	823.20-
00001 A A A AMBULANCE SERVICE	18-33379	RIL	00186091	18002351 SRV 6/2/18 RILEY PRISONER	01/31/19	268478	301.56-

A A A AMBULANCE SERVICE							
Sum							1,124.76-
00001 AAMCO TRANSMISSION (MAYF J110194			00185076	18002344 REPRS U#17897 POLICE	01/31/19	268479	494.45-
00001 AAMCO TRANSMISSION (MAYF J110121			00185374	18002345 MOTOR SWAP U#18324 POLICE	01/31/19	268479	2,303.82-
00001 AAMCO TRANSMISSION (MAYF J110109			00185506	18002346 REPRS U#18326 POLICE	01/31/19	268479	3,779.72-
00001 AAMCO TRANSMISSION (MAYF J110155			00185536	18002347 REPRS U#17113 POLICE	01/31/19	268479	2,868.47-

AAMCO TRANSMISSION (MAYF							
Sum							9,446.46-
00001 AAMCO TRANSMISSION (PINE I110080			00184947	18002330 ENGINE REPR U#19815 POLICE	01/31/19	268480	3,964.95-
00001 AAMCO TRANSMISSION (PINE J110190			00184760	18002342 ADDL REPRS U#19702 POLICE	01/31/19	268480	1,409.70-
00001 AAMCO TRANSMISSION (PINE J110097			00184760	18002343 ADDL REPRS U#19344 POLICE	01/31/19	268480	3,494.76-

AAMCO TRANSMISSION (PINE							
Sum							8,869.41-
00001 AFFORDABLE EMERGENCY LIG 1159			00186087	18002394 INSTALL CAMERA U#19704 POLICE	01/31/19	268482	340.00-
00001 AFFORDABLE EMERGENCY LIG 1160			00186087	18002395 CRADLEPOINT U#19340 POLICE	01/31/19	268482	340.00-

AFFORDABLE EMERGENCY LIG							
Sum							680.00-
00001 AIRGAS USA LLC (NORDAN S 9958597859			00186106	18002338 CYLINDER RENT CONSTR DEPT	01/31/19	268483	112.53-

AIRGAS USA LLC (NORDAN S							
Sum							112.53-
00001 AIRGAS USA, LLC (LAUREL) 9084542503			00183567	18002425 WELDING SUPP P/W SHOP	01/31/19	268484	24.78-

AIRGAS USA, LLC (LAUREL)							
Sum							24.78-
00001 ALLBRITTON CHAIN SAW & L 61344			00186147	18002476 EDGER BLADES HEALTH DIV	01/31/19	268485	149.00-

ALLBRITTON CHAIN SAW & L							
Sum							149.00-
00001 ANOINTED HANDS SERVICES, 5915			00185563	18002243 SERVS 1/19 EMP MED CLINIC	01/31/19	268489	280.00-
00001 ANOINTED HANDS SERVICES, 5932 TRAFFIC			00186019	18002260 SERVS 1/19 TRAFFIC/CONSTR	01/31/19	268489	375.00-
00001 ANOINTED HANDS SERVICES, 5932 ENGR DE			00186019	18002261 SERVS 1/19 ENGR DEPT	01/31/19	268489	495.00-
00001 ANOINTED HANDS SERVICES, 5931			00185603	18002281 SERVS 1/19 SANIT DIV	01/31/19	268489	795.00-

ANOINTED HANDS SERVICES,							
Sum							1,945.00-
00001 ARNOLD LINE WATER ASSN I 2145 1/18/19			00020195	18002416 SRV 12/17-1/18/19 #8 FIRE STA	01/31/19	268490	26.00-

ARNOLD LINE WATER ASSN I							

Sum								26.00-
00001 AT&T	056314932900	02019304	18002316	L/DIST 12/15-1/15 DISPATCH	01/31/19	268491		43.28-
00001 AT&T	601M26940440	02019303	18002317	SRV 1/8-2/7/19 POLICE	01/31/19	268492		76.00-

AT&T								
Sum								119.28-
00001 AUTO ARMATURE SERVICE IN 15686		00186181	18002477	BATTERY U#17789 PLANNING	01/31/19	268493		144.95-

AUTO ARMATURE SERVICE IN								
Sum								144.95-
00001 BANC OF AMERICA PUBLIC C R37631		02019313	18002450	ENERGY PEFORMANCE LEASE 2/19	01/28/19	113367		268,084.50-

BANC OF AMERICA PUBLIC C								268,084.50-
Sum								
00001 BARNEY'S OF LAFAYETTE 29592		00181870	18002310	RIFLES/SCOPES P/F ACADEMY	01/31/19	268498		1,976.82-
00001 BARNEY'S OF LAFAYETTE 00120522-1		00181870	18002311	RIFLES/SCOPES P/F ACADEMY	01/31/19	268498		2,565.00-

BARNEY'S OF LAFAYETTE								
Sum								4,541.82-
00001 BLOSSMAN GAS INC 5964740		00185991	18002273	PROPANE CONSTR DEPT	01/31/19	268500		32.50-

BLOSSMAN GAS INC								
Sum								32.50-
00001 BLUELINE RENTAL, LLC 165139732-00		00185633	18002398	REPR LIFT/GENIE CONSTR	01/31/19	268501		519.38-

BLUELINE RENTAL, LLC								
Sum								519.38-
00001 BURGE EXCAVATING & GRADI 1173		00185537	18002319	FILL DIRT P/F ACDMY MODULES	01/31/19	268506		2,125.00-

BURGE EXCAVATING & GRADI								
Sum								2,125.00-
00001 CARQUEST AUTO PARTS STOR 14758-119206		00185921	18002245	REPR PTS VARI POL UNTS/STOCK	01/31/19	268509		233.73-
00001 CARQUEST AUTO PARTS STOR 14758-119214		00185907	18002264	LUBE SUPP U#20067 PUB WORKS	01/31/19	268509		111.60-
00001 CARQUEST AUTO PARTS STOR 14758-119182		00185912	18002270	PTS/SUPP P/W SHOP	01/31/19	268509		128.16-
00001 CARQUEST AUTO PARTS STOR 14758-119254		00185990	18002276	REPR PTS U#17018 STREET	01/31/19	268509		147.10-
00001 CARQUEST AUTO PARTS STOR 14758-119155		00185889	18002278	REPR PTS U#17529 SANIT	01/31/19	268509		311.97-
00001 CARQUEST AUTO PARTS STOR 14758-119466		00186054	18002401	REPR PTS U#11970 SANIT	01/31/19	268509		31.04-
00001 CARQUEST AUTO PARTS STOR 14758-119599		00186157	18002413	REPR PTS U#11945 TRAFFIC	01/31/19	268509		208.88-

CARQUEST AUTO PARTS STOR								
Sum								1,172.48-
00001 CHEM-AQUA 3406273		00180277	18002387	COOLING TOWERS MAINT 12/18	01/31/19	268514		752.08-

CHEM-AQUA								
Sum								752.08-
00001 CINTAS CORPORATION #J66 J66628795		00185961	18002258	UNIFORMS 1/14 TRAFFIC DEPT	01/31/19	268516		31.32-
00001 CINTAS CORPORATION #J66 J66628797		00185961	18002259	MOP/MAT 1/14 TRAFFIC DEPT	01/31/19	268516		7.90-
00001 CINTAS CORPORATION #J66 J66629819		00186053	18002312	UNIFORMS 1/21 CONSTR	01/31/19	268516		84.53-
00001 CINTAS CORPORATION #J66 J66629823		00186053	18002313	UNIFORMS 1/21 P/W SHOP	01/31/19	268516		35.15-
00001 CINTAS CORPORATION #J66 J66629825		00186118	18002336	UNIFORMS 1/21 TRAFFIC	01/31/19	268516		31.32-
00001 CINTAS CORPORATION #J66 J66630351		00186118	18002337	MOP/MAT 1/23 TRAFFIC DEPT	01/31/19	268516		7.90-
00001 CINTAS CORPORATION #J66 J66629820		00186145	18002381	UNIFORMS 1/21 PUBLIC WORKS	01/31/19	268516		119.23-

00001	CINTAS CORPORATION #J66	J66629821	00186145	18002382	UNIFORMS 1/21	PUBLIC WORKS	01/31/19	268516	30.44-
00001	CINTAS CORPORATION #J66	J66629824	00186145	18002383	UNIFORMS 1/21	PUBLIC WORKS	01/31/19	268516	75.52-
00001	CINTAS CORPORATION #J66	J66629818	00186145	18002384	UNIFORMS 1/21	PUBLIC WORKS	01/31/19	268516	25.00-
00001	CINTAS CORPORATION #J66	J66629822	00186132	18002385	UNIFORMS 1/21	SANIT	01/31/19	268516	152.92-
00001	CINTAS CORPORATION #J66	J66631051	00186248	18002464	UNIFORMS 1/28	P/W SHOP	01/31/19	268516	35.15-
00001	CINTAS CORPORATION #J66	J66631047	00186248	18002465	UNIFORMS 1/28	CONSTR	01/31/19	268516	74.29-
00001	CINTAS CORPORATION #J66	J66631050	00186240	18002466	UNIFORMS 1/28	SANIT	01/31/19	268516	145.92-

CINTAS CORPORATION #J66									
Sum									856.59-
00001	CLEMTS HARDWARE	122447	00186071	18002400	LEAF/BOW RAKES	SANIT DEPT	01/31/19	268517	215.90-

CLEMTS HARDWARE									
Sum									215.90-
00001	COMCAST CABLEVISION OF H	839641073089	00186111	18002328	CABLE 1/15-2/14/19	CITY HALL	01/31/19	268518	120.06-
00001	COMCAST CABLEVISION OF H	839641073089	00186262	18002463	CABLE 1/20-2/19/19	PUB WORKS	01/31/19	268519	73.26-

COMCAST CABLEVISION OF H									
Sum									193.32-
00001	COMPREHENSIVE RADIOLOGY	ICRS22774 JE	00186095	18002333	SRV 12/11/18	JEFFERSON PRISNR	01/31/19	268520	34.00-

COMPREHENSIVE RADIOLOGY									
Sum									34.00-
00001	CUSTOM AUTO CREATIONS	81	00182909	18002251	RPLCMNT SIGNS	LAKEVIEW RANGE	01/31/19	268532	550.00-

CUSTOM AUTO CREATIONS									
Sum									550.00-
00001	DAKTECH COMPUTERS	INV0336623	00185762	18002366	RPLCMNT COMPUTERS	POLICE DEPT	01/31/19	268533	2,598.00-

DAKTECH COMPUTERS									
Sum									2,598.00-
00001	DENSON OIL COMPANY INC	118491	00185831	18002240	DIESEL FOR P/W	FUEL STATION	01/31/19	268536	6,253.00-

DENSON OIL COMPANY INC									
Sum									6,253.00-
00001	E S R I (ENVIR SYS RESEA	93565955	00184210	18002392	SOFTWARE LICENSE	GIS MPO DIV	01/31/19	268539	19.40-

E S R I (ENVIR SYS RESEA									
Sum									19.40-
00001	ECONOMY SUPPLY CO	005961	00186069	18002304	SUPP MLK VOLUNTR	CLEANUP DAY	01/31/19	268540	153.40-

ECONOMY SUPPLY CO									
Sum									153.40-
00001	ELITE SCREEN PRINTING	27872	00185399	18002397	UNIFORM JACKETS	LDC OFFICERS	01/31/19	268541	649.40-

ELITE SCREEN PRINTING									
Sum									649.40-
00001	ELKINS WHOLESALE INC	371335-00	00186060	18002365	JANIT SUPP CITY	HALL/ENGR	01/31/19	268542	289.06-

ELKINS WHOLESALE INC									
Sum									289.06-
00001	EMERGENCY EQUIPMENT PROF	439996	00186100	18002332	EMER REPR U#13933	FIRE DEPT	01/31/19	268543	495.13-

00001 EMERGENCY EQUIPMENT PROF 440092	00185042 18002374 REPR PTS U#13932 FIRE DEPT	01/31/19	268543	397.56-

EMERGENCY EQUIPMENT PROF				
Sum				892.69-
00001 EMERGENCY MEDICAL PRODUC 2039007	00186103 18002331 MEDICAL SUPP FIRE DEPT	01/31/19	268544	897.47-

EMERGENCY MEDICAL PRODUC				
Sum				897.47-
00001 EMPIRE TRUCK SALES (H'BU CE006146537:	00185905 18002414 REPR PTS U#20067 PUB WORKS	01/31/19	268545	1,242.56-

EMPIRE TRUCK SALES (H'BU				
Sum				1,242.56-
00001 EMPIRE TRUCK SALES (JACKS CE006146923:	00185622 18002402 REPR PTS U#20068 SANIT	01/31/19	268546	497.89-

EMPIRE TRUCK SALES (JACKS				
Sum				497.89-
00001 EQUIFAX INFORMATION SERV 5185792	00186050 18002341 ONLINE INVESTIGATION POLICE	01/31/19	268547	74.34-

EQUIFAX INFORMATION SERV				
Sum				74.34-
00001 FASTSIGNS OF HATTIESBURG 2153-2902	00185628 18002391 NAME PLATE CAMPOS URBAN DEV	01/31/19	268550	25.00-

FASTSIGNS OF HATTIESBURG				
Sum				25.00-
00001 FLEET SAFETY EQUIPMENT I 552618	00185531 18002308 SCREEN INSERTS 10 NEW UNITS	01/31/19	268551	684.04-

FLEET SAFETY EQUIPMENT I				
Sum				684.04-
00001 FORREST GENERAL HOSPITAL EAP CHARGE 2	00186180 18002406 EAP CHARGE 2/19	01/31/19	268554	1,785.00-

FORREST GENERAL HOSPITAL				
Sum				1,785.00-
00001 FV RECYCLING 2018-15915	00186027 18002282 RECYCLE FEE 1/19 SANIT	01/31/19	268556	141.00-
00001 FV RECYCLING 2018-15914	00186027 18002283 RECYCLE FEE 1/19 SANIT	01/31/19	268556	33.25-
00001 FV RECYCLING 2018-15918	00186027 18002284 RECYCLE FEE 1/19 SANIT	01/31/19	268556	53.00-
00001 FV RECYCLING 2018-15916	00186027 18002285 RECYCLE FEE 1/19 SANIT	01/31/19	268556	132.25-
00001 FV RECYCLING 2018-15917	00186027 18002286 RECYCLE FEE 1/19 SANIT	01/31/19	268556	31.75-
00001 FV RECYCLING 2019-16023	00186241 18002469 RECYCLE FEES 1/19 SANIT	01/31/19	268556	118.50-
00001 FV RECYCLING 2019-16024	00186241 18002470 RECYCLE FEES 1/19 SANIT	01/31/19	268556	48.75-
00001 FV RECYCLING 2019-16026	00186241 18002471 RECYCLE FEES 1/19 SANIT	01/31/19	268556	28.25-
00001 FV RECYCLING 2019-16112	00186241 18002472 RECYCLE FEES 1/19 SANIT	01/31/19	268556	117.25-
00001 FV RECYCLING 2019-16121	00186241 18002473 RECYCLE FEES 1/19 SANIT	01/31/19	268556	29.00-

FV RECYCLING				
Sum				733.00-
00001 GILLILANDS ELECTRONICS S 68339	00185977 18002247 RPLCMNT PHONE DETECTIVES	01/31/19	268557	274.95-
00001 GILLILANDS ELECTRONICS S 68370	00186119 18002329 PHONE RENT 1/19 POLICE DEPT	01/31/19	268557	884.99-

GILLILANDS ELECTRONICS S				
Sum				1,159.94-
00001 H'BURG CLINIC PA (ACCT#2 1028000103 M	00186001 18002246 SRVS 12/19/18 MCBRYDE PRISONR	01/31/19	268561	275.00-

H'BURG CLINIC PA (ACCT#2

Sum									275.00-			
00001	H'BURG CLINIC PA (PRISON	1121974000	S	00186094	18002334	SRV	11/27/18	SINGLE	TARY PRSNR	01/31/19	268560	355.00-
00001	H'BURG CLINIC PA (PRISON	329386	SINGL	00186092	18002352	SRV	11/27/18	SINGLE	TARY PRSNR	01/31/19	268560	329.00-

H'BURG CLINIC PA (PRISON

Sum												684.00-
00001	HANCOCK BANK TRUST & FIN	1/24/19	DUE	02019311	18002388	MDB	2001	BONDS	12/22/08	01/25/19	113364	2,234.06-
00001	HANCOCK BANK TRUST & FIN	12/24/18	DUE	02019310	18002389	MDB	2001	BONDS	12/22/08	01/25/19	113365	2,273.32-

HANCOCK BANK TRUST & FIN

Sum												4,507.38-
00001	HARPER, PATRINA			TRAV ADVANCE	00185968	18002248	TRAV ADV	CJIS	TRAINING 2019	01/31/19	268562	1,379.84-

HARPER, PATRINA

Sum												1,379.84-
00001	HATTEN, LUKE			TRAVEL REIMB	00186123	18002373	EXPNS	TRUCK CO	OPER CLASS JKN	01/31/19	268563	58.87-

HATTEN, LUKE

Sum												58.87-
00001	HATTIESBURG HYDRAULICS I	77354		00185767	18002403	REPR	PTS	VARI	SANIT UNITS	01/31/19	268564	426.79-

HATTIESBURG HYDRAULICS I

Sum												426.79-
00001	HAVARD PEST CONTROL INC	1398465		02019312	18002433	QTRLY	SERV	POLICE	COMPLEX	01/31/19	268567	125.00-
00001	HAVARD PEST CONTROL INC	1398507		02019312	18002434	QTRLY	SERV	POLICE	DISPATCH	01/31/19	268567	48.00-
00001	HAVARD PEST CONTROL INC	1398467		02019312	18002435	QTRLY	SERV	#1	FIRE STA	01/31/19	268567	50.00-
00001	HAVARD PEST CONTROL INC	1398494		02019312	18002436	QTRLY	SERV	FIRE	ADM	01/31/19	268567	48.00-
00001	HAVARD PEST CONTROL INC	1398468		02019312	18002437	QTRLY	SERV	#3	FIRE STA	01/31/19	268567	48.00-
00001	HAVARD PEST CONTROL INC	1398469		02019312	18002438	QTRLY	SERV	#4	FIRE STA	01/31/19	268567	48.00-
00001	HAVARD PEST CONTROL INC	1398470		02019312	18002439	QTRLY	SERV	#5	FIRE STA	01/31/19	268567	48.00-
00001	HAVARD PEST CONTROL INC	1398471		02019312	18002440	QTRLY	SERV	#6	FIRE STA	01/31/19	268567	48.00-
00001	HAVARD PEST CONTROL INC	1398473		02019312	18002441	QTRLY	SERV	#8	FIRE STA	01/31/19	268567	48.00-
00001	HAVARD PEST CONTROL INC	1398475		02019312	18002442	QTRLY	SERV	P/F	ACADEMY	01/31/19	268567	50.00-
00001	HAVARD PEST CONTROL INC	1398497		02019312	18002443	QTRLY	SERV	CITY	MED CENTER	01/31/19	268567	48.00-
00001	HAVARD PEST CONTROL INC	1398489		02019312	18002444	QTRLY	SERV	TRAFFIC	BLDG	01/31/19	268567	45.00-
00001	HAVARD PEST CONTROL INC	1398495		02019312	18002445	QTRLY	SERV	B	CHAIN AIRPORT	01/31/19	268567	45.00-
00001	HAVARD PEST CONTROL INC	1398496		02019312	18002446	QTRLY	SERV	AIRPORT	MAINT	01/31/19	268567	45.00-
00001	HAVARD PEST CONTROL INC	1398492		02019312	18002447	QTRLY	SERV	TRAIN	DEPOT	01/31/19	268567	85.00-
00001	HAVARD PEST CONTROL INC	1398505		02019312	18002448	QTRLY	SERV	HIGHLAND	CMTERY	01/31/19	268567	40.00-
00001	HAVARD PEST CONTROL INC	1398506		02019312	18002449	QTRLY	SERV	SOUTH	HILL CEM	01/31/19	268567	60.00-

HAVARD PEST CONTROL INC

Sum												929.00-
00001	HICKS LAW FIRM, LLC	8883		00186085	18002339	SRVS	SALIBA/PIERCE	VS	CITY	01/31/19	268569	1,700.00-
00001	HICKS LAW FIRM, LLC	8882		00186086	18002340	SRVS	RIELS	VS	CIVIL SRV COMM	01/31/19	268569	1,160.00-

HICKS LAW FIRM, LLC

Sum												2,860.00-	
00001	HUB CITY SPOKES	93005		00186203	18002404	CITY	WIDE	ADS	AND	NOTICES	01/31/19	268571	44.52-
00001	HUB CITY SPOKES	93026		00186231	18002454	ADS/NOTICES	TWIN	FORKS		01/31/19	268571	23.64-	
00001	HUB CITY SPOKES	93027		00186232	18002455	ADS/NOTICES	WM	CAREY	CNTR	01/31/19	268571	49.20-	

00001 HUB CITY SPOKES	92376	00186234 18002456 ADS/NOTICES MDB GO BONDS	01/31/19	268571	832.50-
00001 HUB CITY SPOKES	92962	00186233 18002458 ADS/NOTICES 2019-2020 UPWP	01/31/19	268571	121.36-

HUB CITY SPOKES					
Sum					1,071.22-
00001 INDOFF INC	3203860	00186002 18002429 OFFICE SUPP CEMETERY	01/31/19	268573	150.64-

INDOFF INC					
Sum					150.64-
00001 INTERFACE SECURITY SYSTE	19275809	00186013 18002277 SECURITY 1/19 YTH ART MUSEUM	01/31/19	268574	46.99-
00001 INTERFACE SECURITY SYSTE	19291414	00186078 18002358 SECURITY 2/19 HIGHLAND CMTERY	01/31/19	268574	33.02-
00001 INTERFACE SECURITY SYSTE	19297986	00186078 18002359 SECURITY 2/19 SOUTH HILL CEM	01/31/19	268574	29.95-
00001 INTERFACE SECURITY SYSTE	19301972	00186202 18002412 SECURITY 2/19 YTH ART MUSEUM	01/31/19	268574	46.99-

INTERFACE SECURITY SYSTE					
Sum					156.95-
00001 IRBY, STUART C CO	S011171879.0	00185708 18002314 STEP LADDER CONSTR ELEC TRUCK	01/31/19	268575	101.99-
00001 IRBY, STUART C CO	S011177317.0	00185766 18002315 ELEC SUPP CONSTR DEPT	01/31/19	268575	18.91-
00001 IRBY, STUART C CO	S011165873.0	00185550 18002322 ELEC SUPP YTH ART MUSEUM LITE	01/31/19	268575	105.33-
00001 IRBY, STUART C CO	S011165874.0	00185550 18002323 ELEC SUPP YTH ART MUSEUM LITE	01/31/19	268575	92.06-
00001 IRBY, STUART C CO	S011165874.0	00185550 18002326 ELEC SUPP YTH ART MUSEUM LITES	01/31/19	268575	203.89-
00001 IRBY, STUART C CO	S011165873.0	00185550 18002327 CREDIT INV#S011165873.001	01/31/19	268575	5.33
00001 IRBY, STUART C CO	S011178078.0	00185808 18002421 ELEC SUPP TRAIN DEPOT LIGHTS	01/31/19	268575	231.00-
00001 IRBY, STUART C CO	S011174934.0	00185765 18002426 EXHAUST FAN YTH ART MUSEUM	01/31/19	268575	100.87-
00001 IRBY, STUART C CO	S011181300.0	00185870 18002427 ELEC SUPP HBRG AMERICAN BLDG	01/31/19	268575	687.61-
00001 IRBY, STUART C CO	S011186685.0	00186000 18002428 ELEC SUPP HBRG AMER BLD LITES	01/31/19	268575	151.00-

IRBY, STUART C CO					
Sum					1,687.33-
00001 K & K TRUCK-TRAILER PART	69695	00185551 18002265 REPR PTS VARI P/W UNITS	01/31/19	268579	419.61-
00001 K & K TRUCK-TRAILER PART	69696 FRT	00186030 18002267 FREIGHT CHG PO#185613	01/31/19	268579	31.43-
00001 K & K TRUCK-TRAILER PART	69696	00185613 18002287 REPR PTS U#5800 HEALTH DIV	01/31/19	268579	196.68-
00001 K & K TRUCK-TRAILER PART	69695 FRT	00186029 18002288 FREIGHT CHG PO#185551	01/31/19	268579	75.43-

K & K TRUCK-TRAILER PART					
Sum					723.15-
00001 LAMAR CTY SHERIFF	JAIL 11/18	00186142 18002379 JAIL EXPENSE 11/18	01/31/19	268584	120.00-
00001 LAMAR CTY SHERIFF	JAIL 12/18	00186142 18002380 JAIL EXPENSE 12/18	01/31/19	268584	30.00-

LAMAR CTY SHERIFF					
Sum					150.00-
00001 LARRY'S WRECKER SERVICE	11031	00185963 18002249 TOWING U#17569 POLICE	01/31/19	268585	55.00-
00001 LARRY'S WRECKER SERVICE	5657	00186144 18002371 TOWING U#17592 POLICE	01/31/19	268585	55.00-
00001 LARRY'S WRECKER SERVICE	5658	00186170 18002372 TOWING U#18323 POLICE	01/31/19	268585	55.00-

LARRY'S WRECKER SERVICE					
Sum					165.00-
00001 LIGHTSEY & ASSOCIATES	718A GRACE A	00186264 18002486 APPRAISAL 718A GRACE AVE	01/31/19	268586	450.00-

LIGHTSEY & ASSOCIATES					
Sum					450.00-

00001 LUU, LISA	TRAV ADVANCE	00186161	18002370	TRAV ADV MMCCA CNF SOUTHAVEN	01/31/19	268587	725.25-

LUU, LISA							
Sum							725.25-
00001 MAY'S TRUCKING SERVICE	69229	00184794	18002431	RESIDENTIAL DEBRIS HAULING	01/31/19	268590	6,750.00-

MAY'S TRUCKING SERVICE							
Sum							6,750.00-
00001 MCELHANEY PLUMBING INC	274535	00185965	18002274	PLUMB SUPP HBRG AMERICAN BLDG	01/31/19	268591	84.60-
00001 MCELHANEY PLUMBING INC	273442	00185834	18002275	PLUMB SUPP HBRG AMERICAN BLDG	01/31/19	268591	171.55-

MCELHANEY PLUMBING INC							
Sum							256.15-
00001 MEDICAL ANALYSIS-GHV	10379	00186056	18002307	1/19 FEES EMP MED CLINIC	01/31/19	268594	30,939.96-

MEDICAL ANALYSIS-GHV							
Sum							30,939.96-
00001 MID SOUTH UNIFORM & SUPP	586575	00185414	18002318	UNIFORMS VARI POLICE LATERALS	01/31/19	268595	350.89-

MID SOUTH UNIFORM & SUPP							
Sum							350.89-
00001 MIDSOUTH SOLUTIONS	129990	00184724	18002244	UNIFORM BOOTS POLICE STOCK	01/31/19	268596	1,385.50-

MIDSOUTH SOLUTIONS							
Sum							1,385.50-
00001 MILES, JR, BRADY	MILEAGE REIM	00186049	18002309	MILEAGE REIMB FIREFIGHTER CLS	01/31/19	268597	115.00-

MILES, JR, BRADY							
Sum							115.00-
00001 MILLS & SCANLON, P.A.	1292-0012M S	00186252	18002459	SRVS 2016 ANNEXATION	01/31/19	268598	25,803.24-
00001 MILLS & SCANLON, P.A.	1292-0013M S	00186252	18002460	SRVS PETAL 2016 ANNEXATION	01/31/19	268598	1,656.25-
00001 MILLS & SCANLON, P.A.	1292-0016M S	00186253	18002461	SRVS 2018 PIERCE INCLUSION	01/31/19	268598	300.00-

MILLS & SCANLON, P.A.							
Sum							27,759.49-
00001 MOORE'S LOCK AND KEY LLC	24631	00185984	18002393	NEW KEY U#17355 POLICE	01/31/19	268600	145.00-

MOORE'S LOCK AND KEY LLC							
Sum							145.00-
00001 MS FIRE CHIEFS ASSN	MBRSHP DUES	00185964	18002252	MBRSHP DUES CHIEF CARR	01/31/19	268604	45.00-

MS FIRE CHIEFS ASSN							
Sum							45.00-
00001 MS FIREFIGHTERS ASSOCIAT	MBRSHP FEE B	00186003	18002253	MBRSHP FEE BC CARR	01/31/19	268605	20.00-
00001 MS FIREFIGHTERS ASSOCIAT	MBRSHP FEE T	00186003	18002254	MBRSHP FEE T2 KEYS	01/31/19	268605	20.00-

MS FIREFIGHTERS ASSOCIAT							
Sum							40.00-
00001 MS MUNICIPAL LEAGUE	REG PARKER 6	00186199	18002409	REG PARKER CONF BILOXI	01/31/19	268607	240.00-

MS MUNICIPAL LEAGUE							
Sum							240.00-

00001 MS MUNICIPAL LIABILITY P 0180GL2019-0 00186244 18002462 GEN LIABILITY COVERAGE 2019	01/31/19	268608	492,882.05-

MS MUNICIPAL LIABILITY P			
Sum			492,882.05-
00001 MS POWER COMPANY 1/19 GENERAL 00020198 18002432 MNTHLY ELEC-GENERAL	01/31/19	268609	121,150.12-

MS POWER COMPANY			
Sum			121,150.12-
00001 MULTITECH OFFICE MACHINE 19010686 00186005 18002478 PRINTER TONER INFO TECH	01/31/19	268611	3,263.30-
00001 MULTITECH OFFICE MACHINE 19010839 00186005 18002479 PRINTER TONER INFO TECH	01/31/19	268611	139.90-
00001 MULTITECH OFFICE MACHINE 19011012 00186005 18002480 PRINTER TONER INFO TECH	01/31/19	268611	247.80-
00001 MULTITECH OFFICE MACHINE CM5816 00186005 18002483 CREDIT RETURN	01/31/19	268611	122.36-

MULTITECH OFFICE MACHINE			
Sum			3,528.64-
00001 NEEL-SCHAFER INC 1056197 00186274 18002484 SRVS MS4 PROGRAM MANAGEMENT	01/31/19	268612	4,583.33-
00001 NEEL-SCHAFER INC 1056203 00186277 18002485 SRV GARBAGE TRK WASHOUT DESGN	01/31/19	268612	4,073.63-

NEEL-SCHAFER INC			
Sum			8,656.96-
00001 NEWELL PAPER COMPANY 4046124 00184494 18002263 FLOORING SUPP P/W MAIN OFFICE	01/31/19	268613	189.74-

NEWELL PAPER COMPANY			
Sum			189.74-
00001 OFFICE DEPOT INC 253167953001 00184370 18002320 STORAGE CABINET FIRE OFFICE	01/31/19	268614	219.99-

OFFICE DEPOT INC			
Sum			219.99-
00001 OFFICE PRODUCTS PLUS 853591-0 00185711 18002360 OFFICE SUPP MUN COURT	01/31/19	268615	775.15-
00001 OFFICE PRODUCTS PLUS 853591-1 00185711 18002361 OFFICE SUPP MUN COURT	01/31/19	268615	33.49-
00001 OFFICE PRODUCTS PLUS 853591-2 00185711 18002362 OFFICE SUPP MUN COURT	01/31/19	268615	61.35-
00001 OFFICE PRODUCTS PLUS 853590-0 00185712 18002363 JANIT SUPP MUN COURT	01/31/19	268615	441.72-
00001 OFFICE PRODUCTS PLUS 853590-1 00185712 18002364 JANIT SUPP MUN COURT	01/31/19	268615	604.19-
00001 OFFICE PRODUCTS PLUS 855018-0 00186065 18002475 OFFICE SUPP FIRE ADM	01/31/19	268615	120.06-

OFFICE PRODUCTS PLUS			
Sum			2,035.96-
00001 PARKER, ANTHONY TRAV ADVANCE 00186200 18002408 TRAV ADV MML CONF BILOXI	01/31/19	268616	205.00-

PARKER, ANTHONY			
Sum			205.00-
00001 PEARL RIVER VALLEY EPA (1/19 GENERAL 00020198 18002417 MNTHLY 1/19 PUBLIC SERVICES	01/31/19	268618	17.08-

PEARL RIVER VALLEY EPA (			
Sum			17.08-
00001 PINE BELT CDJR, INC (MCM 389725 00185917 18002375 HEATER REPR U#19835 FIRE DEPT	01/31/19	268620	1,186.89-

PINE BELT CDJR, INC (MCM			
Sum			1,186.89-
00001 PINE BELT OIL COMPANY IN 10677431 00185830 18002239 GAS FOR P/W FUEL STATION	01/31/19	268621	10,321.46-

PINE BELT OIL COMPANY IN			

Sum							10,321.46-
00001 PREMIER WINDOW TINTING	5705	00186163 18002422 WINDOW TINT 10 NEW UNITS	01/31/19	268625		2,000.00-	

PREMIER WINDOW TINTING							
Sum							2,000.00-
00001 RED BUD SUPPLY INC	156475	00185180 18002321 HAND WARMERS/HAT LINERS DRNGE	01/31/19	268628		497.40-	

RED BUD SUPPLY INC							
Sum							497.40-
00001 RICOH CORP	31253201	00186082 18002349 COPIER 2/19 LAND CODE DIV	01/31/19	268630		110.00-	
00001 RICOH CORP	31252653	00186260 18002457 COPIER 1/15-2/14 HUMAN RES	01/31/19	268630		221.67-	

RICOH CORP							
Sum							331.67-
00001 RJ YOUNG COMPANY	INV2865778	00186081 18002348 COPIER 12/10-1/9/19 P/F ACDMY	01/31/19	268631		198.00-	
00001 RJ YOUNG COMPANY	INV2874364	00186171 18002405 COPIER 12/16/18-1/15/19 MPO	01/31/19	268631		174.00-	

RJ YOUNG COMPANY							
Sum							372.00-
00001 SACKS OUTDOOR SUPPLY	RC1000117528	00186043 18002423 UNIFORM BOOTS LDC OFFICERS	01/31/19	268633		809.70-	

SACKS OUTDOOR SUPPLY							
Sum							809.70-
00001 SANSOM EQUIPMENT CO	56784	00185772 18002268 REPRS U#20067 PUB WORKS	01/31/19	268634		310.00-	

SANSOM EQUIPMENT CO							
Sum							310.00-
00001 SCOTTS HYDRAULIC SERVICE	35813	00185751 18002279 TRAILER COUPLE KITS SANIT	01/31/19	268635		222.64-	

SCOTTS HYDRAULIC SERVICE							
Sum							222.64-
00001 SHERWIN-WILLIAMS COMPANY	8502-4	00185896 18002256 GAS PUMP PAINT TRAFFIC DEPT	01/31/19	268637		180.40-	
00001 SHERWIN-WILLIAMS COMPANY	8852-3	00185894 18002424 PAINT MACHINE TIPS TRAFFIC	01/31/19	268637		60.38-	

SHERWIN-WILLIAMS COMPANY							
Sum							240.78-
00001 SHIPLEY'S DONUTS	PO#185962 1/	00185962 18002250 REFRSHMNTS P/F ACDMY MEETING	01/31/19	268638		104.12-	

SHIPLEY'S DONUTS							
Sum							104.12-
00001 SOLAR SUPPLY INC	3411547	00185939 18002242 A/C REPR PTS TRAIN DEPOT	01/31/19	268642		35.58-	
00001 SOLAR SUPPLY INC	3411751	00186110 18002396 BAY HEATER REPR PTS #1 FIRE	01/31/19	268642		265.44-	

SOLAR SUPPLY INC							
Sum							301.02-
00001 SOUTH MS EMERGENCY PHYSI	SHM041176372	00186093 18002353 SRV 12/11/18 JEFFERSON PRSONR	01/31/19	268643		931.00-	

SOUTH MS EMERGENCY PHYSI							
Sum							931.00-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT 1/16/	02019306 18002367 POLICE FINES COLL.FEE	01/31/19	268644		257.51-	
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT2 12/2	02019307 18002368 POLICE FINES COLL.FEE	01/31/19	268644		20.00-	
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT3 12/2	02019308 18002369 POLICE FINES COLL.FEE	01/31/19	268644		758.90-	

SOUTHERN FINANCIAL SYSTE								-----		
Sum								1,036.41-		
00001	SOUTHERN PINE ELECTRIC P	1/19	GENERAL	00020198	18002418	MNTHLY 1/19	PUBLIC SERVICES	01/31/19	268645	56.54-

SOUTHERN PINE ELECTRIC P										
Sum								56.54-		
00001	SOUTHERN SYSTEMS & SERVI	19010		00185660	18002420	MINUTE BOOK	PAPER COUNCIL	01/31/19	268647	366.00-

SOUTHERN SYSTEMS & SERVI										
Sum								366.00-		
00001	SOUTHERN TIRE MART LLC (	2520000091		00185877	18002266	TIRES VARI	P/W UNITS	01/31/19	268649	2,498.00-
00001	SOUTHERN TIRE MART LLC (	11160548		00185838	18002280	TIRES VARI	SANIT UNITS	01/31/19	268649	11,769.40-
00001	SOUTHERN TIRE MART LLC (	2520000598		00186209	18002481	TIRE VALVE	STEMS P/W SHOP	01/31/19	268649	22.50-

SOUTHERN TIRE MART LLC (										
Sum								14,289.90-		
00001	SPEEDY PRINTING & SIGNS	26206		00185909	18002255	STREET MARKERS	TRAFFIC DEPT	01/31/19	268651	1,008.00-
00001	SPEEDY PRINTING & SIGNS	26208		00185911	18002430	LETTERING	CEMETERY TRUCK	01/31/19	268651	85.00-

SPEEDY PRINTING & SIGNS										
Sum								1,093.00-		
00001	SPIRE ENERGY	1/19	GENERAL	00020198	18002419	MNTHLY GAS-	GENERAL	01/31/19	268652	668.06-

SPIRE ENERGY										
Sum								668.06-		
00001	STANDARD OFFICE SUPPLY C	03377		00185773	18002241	DAILY RECEIPTS	CARDSTOCK	01/31/19	268653	48.63-

STANDARD OFFICE SUPPLY C										
Sum								48.63-		
00001	STATE FIRE ACADEMY	26941	BELIVE	00186219	18002410	REG BELIVEAU	11/12-15/18 CLS	01/31/19	268655	360.00-
00001	STATE FIRE ACADEMY		SUB FEE BELI	00186219	18002411	SUB FEE BELIVEAU/	THOMPSON	01/31/19	268655	40.00-

STATE FIRE ACADEMY										
Sum								400.00-		
00001	STRIBLING EQUIPMENT CO L	CS006100680:		00186026	18002325	WINDOWPANE	U#20152 HEALTH DIV	01/31/19	268656	306.53-

STRIBLING EQUIPMENT CO L										
Sum								306.53-		
00001	SUNBELT FIRE INC	116701		00186146	18002376	PTS/REPR FRONT	LINE APPARATUS	01/31/19	268658	891.56-
00001	SUNBELT FIRE INC	313443		00186146	18002377	PTS/REPR FRONT	LINE APPARATUS	01/31/19	268658	57.88-
00001	SUNBELT FIRE INC	313470		00186146	18002378	PTS REPR FRONT	LINE APPARATUS	01/31/19	268658	232.53-
00001	SUNBELT FIRE INC	CM313225		00186146	18002386	CREDIT PO#182244		01/31/19	268658	109.75-

SUNBELT FIRE INC										
Sum								1,072.22-		
00001	TEMPLE INC	INV0182294		00184729	18002390	TRAFFIC SIGNAL	CABINETS	01/31/19	268660	21,390.00-

TEMPLE INC										
Sum								21,390.00-		
00001	THYSSENKRUPP ELEVATOR CO	3004282168		00186254	18002474	MAINT 12/18	PINE ST GARAGE	01/31/19	268663	483.83-

THYSSENKRUPP ELEVATOR CO

Sum							483.83-
00001 TYLER TECHNOLOGIES INC	025-247646	00184018	18002306	IG WORKFORCE SUPPORT	01/31/19	268664	1,388.00-

TYLER TECHNOLOGIES INC

Sum							1,388.00-
00001 UNIVERSITY TIRE & SERVIC	539254	00185975	18002269	REPRS U#17503 ENGR DEPT	01/31/19	268666	66.94-
00001 UNIVERSITY TIRE & SERVIC	539422	00186032	18002335	TRAILER TIRE TRAFFIC DEPT	01/31/19	268666	98.90-

UNIVERSITY TIRE & SERVIC

Sum							165.84-
00001 VERSALIFT SOUTHEAST	90313	00185903	18002257	INSPECT U#18864 BUCKET TRUCK	01/31/19	268670	310.00-

VERSALIFT SOUTHEAST

Sum							310.00-
00001 WARING OIL CO (GULFPORT)	001730872	00185674	18002324	CHEMICALS SANIT	01/31/19	268672	422.38-

WARING OIL CO (GULFPORT)

Sum							422.38-
00001 WARREN PAVING INC	15554	00183550	18002262	LIMESTONE PUBLIC WORKS	01/31/19	268675	1,827.10-
00001 WARREN PAVING INC	16856	00185417	18002271	CRUSHED CONCRETE DRNGE DEPT	01/31/19	268675	394.69-
00001 WARREN PAVING INC	16889	00185417	18002272	CRUSHED CONCRETE DRNGE DEPT	01/31/19	268675	2,502.41-
00001 WARREN PAVING INC	15067	00182956	18002289	HOT ASPHALT CITY WIDE USE	01/31/19	268675	303.80-
00001 WARREN PAVING INC	15124	00184034	18002290	HOT ASPHALT VARI LOC IN CITY	01/31/19	268675	297.07-
00001 WARREN PAVING INC	15132	00184034	18002291	HOT ASPHALT VARI LOC IN CITY	01/31/19	268675	385.89-
00001 WARREN PAVING INC	15216	00184034	18002292	HOT ASPHALT VARI LOC IN CITY	01/31/19	268675	393.24-
00001 WARREN PAVING INC	15275	00184034	18002293	HOT ASPHALT VARI LOC IN CITY	01/31/19	268675	202.74-
00001 WARREN PAVING INC	15360	00184034	18002294	HOT ASPHALT VARI LOC IN CITY	01/31/19	268675	330.14-
00001 WARREN PAVING INC	15431	00184034	18002295	HOT ASPHALT VARI LOC IN CITY	01/31/19	268675	188.04-
00001 WARREN PAVING INC	15492	00184034	18002296	HOT ASPHALT VARI LOC IN CITY	01/31/19	268675	425.09-
00001 WARREN PAVING INC	15506	00184034	18002297	HOT ASPHALT VARI LOC IN CITY	01/31/19	268675	199.68-
00001 WARREN PAVING INC	15625	00184034	18002298	HOT ASPHALT VARI LOC IN CITY	01/31/19	268675	110.25-
00001 WARREN PAVING INC	15808	00184034	18002299	HOT ASPHALT VARI LOC IN CITY	01/31/19	268675	105.35-
00001 WARREN PAVING INC	15813	00184034	18002300	HOT ASPHALT VARI LOC IN CITY	01/31/19	268675	286.65-
00001 WARREN PAVING INC	15819	00184034	18002301	HOT ASPHALT VARI LOC IN CITY	01/31/19	268675	316.67-
00001 WARREN PAVING INC	15837	00184034	18002302	HOT ASPHALT VARI LOC IN CITY	01/31/19	268675	234.59-
00001 WARREN PAVING INC	15910	00184034	18002303	HOT ASPHALT VARI LOC IN CITY	01/31/19	268675	277.47-
00001 WARREN PAVING INC	3524	00184952	18002354	PAVING N 19TH AVE	01/31/19	268675	40,787.98-
00001 WARREN PAVING INC	3512	00184955	18002355	PAVING DOSSET AVE	01/31/19	268675	26,682.60-
00001 WARREN PAVING INC	3529	00184956	18002356	PAVING ROSS BLVD	01/31/19	268675	22,439.76-
00001 WARREN PAVING INC	3530	00184957	18002357	PAVING PEARL STREET	01/31/19	268675	69,987.88-

WARREN PAVING INC

Sum							168,679.09-
00001 WASTE MANAGEMENT OF SOUT	0011294-2526	00186237	18002468	WASTE DISPOSAL SANIT	01/31/19	268676	1,006.94-

WASTE MANAGEMENT OF SOUT

Sum							1,006.94-
00001 WATCH GUARD VIDEO	4REINV000839	00184910	18002451	4RD & VISTA FOR 10 NEW UNITS	01/31/19	268677	62,050.00-
00001 WATCH GUARD VIDEO	BCMINV000662	00184910	18002452	4RE & VISTA FOR 10 NEW UNITS	01/31/19	268677	750.00-
00001 WATCH GUARD VIDEO	BCMINV000662	00184910	18002453	4RE & VISTA FOR 10 NEW UNITS	01/31/19	268677	10,250.00-

Sum												73,050.00-
00001 WATERS INTERNATIONAL TRU 08P866005	00186143	18002415	REPR PTS U#19947	SANIT	01/31/19	268678	157.50-					
00001 WATERS INTERNATIONAL TRU 08P866174	00186229	18002482	REPR PTS U#21141	CEMETERY	01/31/19	268678	39.57-					

WATERS INTERNATIONAL TRU												
Sum							197.07-					
00001 WHEELER'S JANITORIAL SUP 0403399	00185700	18002399	JANIT SUPP SANIT DEPT	01/31/19	268684	200.45-						

WHEELER'S JANITORIAL SUP												
Sum							200.45-					
00001 WORKWELL SERVICES (NEW V 44026	00186178	18002407	POST ACCIDENT DRUG SCREENS	01/31/19	268686	166.00-						

WORKWELL SERVICES (NEW V												
Sum							166.00-					
00001 98 WASTE LLC 1698	00186236	18002467	RUBBISH DISPOSAL LDC DEMOLTNS	01/31/19	268690	8,260.00-						

98 WASTE LLC												
Sum							8,260.00-					

Sum							1,345,672.45-					

00002 BUCKHAULTS ELECTRIC SERV 2833	00186177 18000593 REPR LIGHTS EASTSIDE WALK TRL	01/31/19	268505	852.00-

BUCKHAULTS ELECTRIC SERV				
Sum				852.00-
00002 CARQUEST AUTO PARTS STOR 14758-119255	00185988 18000589 REPR PTS U#11213 TRUCK	01/31/19	268509	248.55-

CARQUEST AUTO PARTS STOR				
Sum				248.55-
00002 CERTIFIED SPORTS TURF SE 1161	00185792 18000566 REPRS U#18554	01/31/19	268511	1,800.00-
00002 CERTIFIED SPORTS TURF SE 1177	00186127 18000578 MNTHLY FLD MNT TATUM BASEBALL	01/31/19	268511	1,929.17-

CERTIFIED SPORTS TURF SE				
Sum				3,729.17-
00002 CHANDLER, REBECCA	BALLROOM DAN 00185986 18000570 BALLROOM DANCE SERVICES	01/31/19	268512	240.00-

CHANDLER, REBECCA				
Sum				240.00-
00002 CHAPMAN, DANA M	OFFICIAL 1/5 02019315 18000617 OFFICIAL-YOUTH BASKETBALL	01/31/19	268513	75.00-

CHAPMAN, DANA M				
Sum				75.00-
00002 CLEMTS HARDWARE	122402 00185872 18000583 GRINDERS/BLADES GRNDS MAINT	01/31/19	268517	226.74-
00002 CLEMTS HARDWARE	122403 00185863 18000584 GAS JUGS GRNDS MAINT	01/31/19	268517	87.96-
00002 CLEMTS HARDWARE	122401 00185992 18000586 WHEELBARROWS MLK DAY VOLNTRS	01/31/19	268517	296.00-

CLEMTS HARDWARE				
Sum				610.70-
00002 ECONOMY SUPPLY CO	005526 00185862 18000563 BLDG MATLS SAN ANTONIO	01/31/19	268540	114.85-
00002 ECONOMY SUPPLY CO	004566 00185407 18000587 BLDG MATLS O MCCARTY CNTR	01/31/19	268540	81.15-
00002 ECONOMY SUPPLY CO	005985 00185507 18000588 BOARDWALK MATLS CHAIN PARK	01/31/19	268540	337.10-

ECONOMY SUPPLY CO				
Sum				533.10-
00002 ELKINS WHOLESALE INC	370695-00 00185846 18000556 JANIT SUPP GRNDS MAINT	01/31/19	268542	197.66-
00002 ELKINS WHOLESALE INC	370829-00 00185936 18000557 TRUCK CLEANING SUPP	01/31/19	268542	102.44-
00002 ELKINS WHOLESALE INC	370829-01 00185936 18000580 TRUCK CLEANING SUPP GRNDS MNT	01/31/19	268542	61.25-

ELKINS WHOLESALE INC				
Sum				361.35-
00002 FARRIS MOBILE HOME	2655 00185623 18000579 SKIRT SAN ANTONIO TRAILERS	01/31/19	268548	2,800.00-

FARRIS MOBILE HOME				
Sum				2,800.00-
00002 FASTENAL COMPANY	MSHAT214998 00185985 18000592 SAFETY VESTS GRNDS CREWS	01/31/19	268549	299.70-

FASTENAL COMPANY				
Sum				299.70-
00002 GILLILANDS ELECTRONICS S 68332	00185959 18000575 PHONE LINE REPR MCNAIR CENTER	01/31/19	268557	170.00-

GILLILANDS ELECTRONICS S				
Sum				170.00-
00002 GRIFFIN, GABRIEL	OFFICIAL 1/5 02019315 18000608 OFFICIAL-ADULT BASKETBALL	01/31/19	268559	25.00-

GRIFFIN, GABRIEL

Sum								25.00-
00002	HAVARD PEST CONTROL INC	1398483	02019312	18000604	QTRLY SERV CAMERON FIELD	01/31/19	268567	48.00-
00002	HAVARD PEST CONTROL INC	1398474	02019312	18000605	QTRLY SERV DAHMER POOL	01/31/19	268567	48.00-
00002	HAVARD PEST CONTROL INC	1398478	02019312	18000606	QTRLY SERV TIMBERTON	01/31/19	268567	75.00-
00002	HAVARD PEST CONTROL INC	1398476	02019312	18000607	QTRLY SERV TATUM PARK	01/31/19	268567	125.00-

HAVARD PEST CONTROL INC

Sum								296.00-
00002	IRBY, STUART C CO	S011190434	00186014	18000602	ELEC SUPP TATUM PARK FIELDS	01/31/19	268575	958.49-

IRBY, STUART C CO

Sum								958.49-
00002	JACKSON, ROOSEVELT III	773423	00185929	18000591	WASH/PAINT SOCCER PAV/TENNIS	01/31/19	268576	3,295.00-

JACKSON, ROOSEVELT III

Sum								3,295.00-
00002	JOHNSON, LATRELLE R	OFFICIAL 1/5	02019315	18000610	OFFICIAL-YOUTH BASKETBALL	01/31/19	268577	40.00-
00002	JOHNSON, LATRELLE R	SPORTS SERVS	02019314	18000621	SPORTS SUPPORT SERVICES	01/31/19	268577	16.00-

JOHNSON, LATRELLE R

Sum								56.00-
00002	KEATON, CHRISTOPHER	OFFICIAL 1/5	02019315	18000612	OFFICIAL-YOUTH BASKETBALL	01/31/19	268580	60.00-

KEATON, CHRISTOPHER

Sum								60.00-
00002	KETTLEY, ANNETTE	SPORTS SERVS	02019314	18000624	SPORTS SUPPORT SERVICES	01/31/19	268581	208.00-

KETTLEY, ANNETTE

Sum								208.00-
00002	MCKINLEY, KRISTIE	OFFICIAL 1/5	02019315	18000613	OFFICIAL-YOUTH BASKETBALL	01/31/19	268593	20.00-
00002	MCKINLEY, KRISTIE	SPORTS SERVS	02019314	18000623	SPORTS SUPPORT SERVICES	01/31/19	268593	108.00-

MCKINLEY, KRISTIE

Sum								128.00-
00002	MORGAN, ANDRE	OFFICIAL 1/5	02019315	18000609	OFFICIAL-ADULT BASKETBALL	01/31/19	268601	100.00-

MORGAN, ANDRE

Sum								100.00-
00002	MORRIS, ROBERT L	OFFICIAL 1/5	02019315	18000614	OFFICIAL-YTH/ADULT BSKTBAL	01/31/19	268602	310.00-

MORRIS, ROBERT L

Sum								310.00-
00002	MOTT, ANDREW	SPORTS SERVS	02019314	18000625	SPORTS SUPPORT SERVICES	01/31/19	268603	24.00-

MOTT, ANDREW

Sum								24.00-
00002	MS GRASS NURSERY	30252	00185859	18000558	GRASS SOD TATUM SOFTBALL	01/31/19	268606	1,120.00-
00002	MS GRASS NURSERY	30255	00185954	18000559	GRASS SOD HUTCHINSON/DUANE	01/31/19	268606	130.00-
00002	MS GRASS NURSERY	30253	00185956	18000560	ADDL AMT DUE PO#185859	01/31/19	268606	860.00-

MS GRASS NURSERY

Sum								2,110.00-
00002 MS POWER COMPANY	1/19	PKS/REC	00020198	18000603	MNTHLY ELEC-PARKS & REC	01/31/19	268609	10,862.66-

MS POWER COMPANY

Sum								10,862.66-
00002 NEWELL PAPER COMPANY	4046044		00185655	18000571	JANIT SUPP GRNDS MAINT	01/31/19	268613	246.08-
00002 NEWELL PAPER COMPANY	4045997		00185847	18000572	JANIT SUPP GRNDS MAINT	01/31/19	268613	1,008.86-

NEWELL PAPER COMPANY

Sum								1,254.94-
00002 OFFICE DEPOT INC	2269078772		00185989	18000601	OFFICE SUPP REC ADM	01/31/19	268614	208.68-

OFFICE DEPOT INC

Sum								208.68-
00002 PAYNE, MADISON GABRIELLE	SPORTS	SERVS	02019314	18000622	SPORTS SUPPORT SERVICES	01/31/19	268617	52.00-

PAYNE, MADISON GABRIELLE

Sum								52.00-
00002 PHILLIPS BARK PROCESSING	129602		00185941	18000573	HARDWOOD MULCH GRNDS MAINT	01/31/19	268619	1,435.00-

PHILLIPS BARK PROCESSING

Sum								1,435.00-
00002 PITTMAN, MILTON L	OFFICIAL	1/5	02019315	18000619	OFFICIAL-YOUTH BASKETBALL	01/31/19	268622	360.00-

PITTMAN, MILTON L

Sum								360.00-
00002 PLAY IT AGAIN SPORTS	PO#186055	1/	00186055	18000574	BASKETBALLS 2019 ADULT TEAMS	01/31/19	268623	132.00-
00002 PLAY IT AGAIN SPORTS	PO#186073	1/	00186073	18000576	2019 ADULT BASKETBALL NETS	01/31/19	268623	14.00-

PLAY IT AGAIN SPORTS

Sum								146.00-
00002 POWELL, RANDY	SPORTS	SERVS	02019314	18000626	SPORTS SUPPORT SERVICES	01/31/19	268624	256.00-

POWELL, RANDY

Sum								256.00-
00002 SEELEY, TRACEY	OFFICIAL	1/5	02019315	18000616	OFFICIAL-YOUTH BASKETBALL	01/31/19	268636	40.00-

SEELEY, TRACEY

Sum								40.00-
00002 SOUTHERN TIRE MART (HARD	2530000006		00185770	18000567	BRAKE REPR/TIRES U#14127	01/31/19	268648	488.30-
00002 SOUTHERN TIRE MART (HARD	9033292		00181328	18000594	MOWER FLAT REPR GRNDS MAINT	01/31/19	268648	25.74-

SOUTHERN TIRE MART (HARD

Sum								514.04-
00002 SPEEDY PRINTING & SIGNS	26193		00185806	18000562	UNIT NUMBERS/LABELS U#21096	01/31/19	268651	60.00-

SPEEDY PRINTING & SIGNS

Sum								60.00-
00002 STUDIO 101	INVOICE #6		00186259	18000629	REFURBISH STREET MARKERS	01/31/19	268657	1,400.00-

STUDIO 101

Sum								1,400.00-
00002 THOMAS, TYRONE	OFFICIAL 1/5	02019315	18000615	OFFICIAL-YTH/ADULT BSKTBAL	01/31/19	268661	525.00-	

THOMAS, TYRONE							525.00-	
Sum							375.00-	
00002 THOMPSON, JESSE	OFFICIAL 1/5	02019315	18000618	OFFICIAL-YTH/ADULT BSKTBAL	01/31/19	268662	375.00-	

THOMPSON, JESSE							375.00-	
Sum							479.00-	
00002 UNDERWOOD OUTDOOR POWER, 67664		00185664	18000569	BLOWER REC MAINT	01/31/19	268665	479.00-	

UNDERWOOD OUTDOOR POWER,							479.00-	
Sum							120.00-	
00002 VANBUREN, JAIDEN S	SPORTS SERVS	02019314	18000627	SPORTS SUPPORT SERVICES	01/31/19	268667	120.00-	

VANBUREN, JAIDEN S							120.00-	
Sum							208.00-	
00002 VARNADO, ALEXANDRIA	SPORTS SERVS	02019314	18000628	SPORTS SUPPORT SERVICES	01/31/19	268668	208.00-	

VARNADO, ALEXANDRIA							208.00-	
Sum							120.00-	
00002 WHITE, KAYLA D	OFFICIAL 1/5	02019315	18000611	OFFICIAL-YOUTH BASKETBALL	01/31/19	268685	120.00-	

WHITE, KAYLA D							120.00-	
Sum							250.00-	
00002 4LP, LLC	2136	00186125	18000577	LIGHT SYS SERV TATUM SOCCER	01/31/19	268689	250.00-	

4LP, LLC							250.00-	
Sum							43,995.71-	

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 01/29/19

PERIOD ENDING JANUARY 31, 2018

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER OPERATION/MAINT.							
00009 ALLBRITTON CHAIN SAW & L	61262	00185575	18000650	MOWER FABRIC BAG CATCHER	01/31/19	268485	2,240.00-
00009 ALLBRITTON CHAIN SAW & L	61279	00185915	18000651	MOWER TIRES LAGOON DIV	01/31/19	268485	107.28-

ALLBRITTON CHAIN SAW & L							2,347.28-
Sum							
00009 ALLIED UNIVERSAL CORP	I1532240	00185796	18000691	CHEMICALS PLT #2	01/31/19	268486	1,401.75-
00009 ALLIED UNIVERSAL CORP	I1532241	00185796	18000692	CHEMICALS SOUTH LAGOON	01/31/19	268486	3,574.47-
00009 ALLIED UNIVERSAL CORP	I1532242	00185796	18000693	CHEMICALS PLT #1	01/31/19	268486	1,401.75-

ALLIED UNIVERSAL CORP							6,377.97-
Sum							
00009 ANOINTED HANDS SERVICES, 5932 WTR BIL		00186019	18000638	SERVS 1/19 WTR BILLING	01/31/19	268489	525.00-
00009 ANOINTED HANDS SERVICES, 5929		00185565	18000646	SERVS 1/19 WTR PLANT	01/31/19	268489	488.00-

ANOINTED HANDS SERVICES,							1,013.00-
Sum							
00009 AUTO ARMATURE SERVICE IN	14592	00184057	18000639	STARTER U#11949 WTR BILLING	01/31/19	268493	118.95-
00009 AUTO ARMATURE SERVICE IN	13810	00182607	18000667	GENERATOR BATTERY WTR PLANT	01/31/19	268493	161.95-
00009 AUTO ARMATURE SERVICE IN	15644	00186062	18000673	BATTERIES U#15232 SEWER	01/31/19	268493	333.90-
00009 AUTO ARMATURE SERVICE IN	15675	00186172	18000688	BATTERY U#13512 WTR BILLING	01/31/19	268493	136.95-

AUTO ARMATURE SERVICE IN							751.75-
Sum							
00009 BRADY ELECTRIC LLC	191177	00185874	18000674	SUBMERSIBLE PUMP LAGOON STOCK	01/31/19	268503	1,167.12-

BRADY ELECTRIC LLC							1,167.12-
Sum							
00009 CARQUEST AUTO PARTS STOR	14758-119207	00185860	18000640	REPR PTS U#19356 WTR BILLING	01/31/19	268509	182.27-
00009 CARQUEST AUTO PARTS STOR	14758-119277	00186011	18000641	REPR PTS U#13512 WTR BILLING	01/31/19	268509	325.20-
00009 CARQUEST AUTO PARTS STOR	14758-117811	00183898	18000648	PTS/SUPP U#13513 SEWER DEPT	01/31/19	268509	36.04-
00009 CARQUEST AUTO PARTS STOR	14758-119212	00185906	18000653	REPR PTS U#13080 LAGOON	01/31/19	268509	39.90-
00009 CARQUEST AUTO PARTS STOR	14758-119477	00186061	18000671	REPR PTS U#13512 WTR BILLING	01/31/19	268509	110.50-

CARQUEST AUTO PARTS STOR							693.91-
Sum							
00009 CENTRAL PIPE SUPPLY INC	S100166861.0	00185933	18000689	WTR METER/BOXES TRANS	01/31/19	268510	4,236.48-

CENTRAL PIPE SUPPLY INC							4,236.48-
Sum							
00009 CONTROL SYSTEMS INC	56522	00186046	18000677	DELAY TIMER BURKETT LIFT STA	01/31/19	268521	103.26-

CONTROL SYSTEMS INC							103.26-
Sum							
00009 DOLEAC ELECTRIC CO INC	WP2-X1	00186052	18000672	GENERATOR REPR WTR PLT #2	01/31/19	268537	431.00-

DOLEAC ELECTRIC CO INC									
Sum								431.00-	
00009	ELKINS WHOLESALE INC	370713-00	00185904	18000647	GLOVES FLUSH TRUCK OPERATORS	01/31/19	268542	219.90-	

ELKINS WHOLESALE INC									
Sum								219.90-	
00009	FASTENAL COMPANY	MSHAT214977	00185902	18000676	WORK GLOVES SEWER REPR CREW	01/31/19	268549	229.85-	

FASTENAL COMPANY									
Sum								229.85-	
00009	HAVARD PEST CONTROL INC	1398498	02019312	18000697	QTRLY SERV WTR PLT LOWER	01/31/19	268567	48.00-	
00009	HAVARD PEST CONTROL INC	1398499	02019312	18000698	QTRLY SERV WTR PLT UPPER	01/31/19	268567	50.00-	

HAVARD PEST CONTROL INC									
Sum								98.00-	
00009	HUB REFRIGERATION & FIXT 4002		00185455	18000645	BOILER REPRS WTR PLT #2	01/31/19	268572	600.00-	

HUB REFRIGERATION & FIXT									
Sum								600.00-	
00009	KINGS REPAIR SERVICE, LL 1255		00185973	18000649	REPRS U#18897 SEWER DEPT	01/31/19	268582	1,051.13-	
00009	KINGS REPAIR SERVICE, LL 1261		00186015	18000668	REPRS U#15916 SEWER	01/31/19	268582	715.00-	

KINGS REPAIR SERVICE, LL									
Sum								1,766.13-	
00009	L & A CONTRACTING CO	483-125	00185976	18000654	AERATOR MNT 12/31-1/13 LAGNS	01/31/19	268583	84,209.77-	

L & A CONTRACTING CO									
Sum								84,209.77-	
00009	MILLS & SCANLON, P.A.	1292-0006M S	00186251	18000699	SRVS PETAL SEWER RATE ISSUE	01/31/19	268598	360.00-	
00009	MILLS & SCANLON, P.A.	1292-0011M S	00186251	18000700	SRVS SEWER CONTRACTS	01/31/19	268598	2,608.09-	

MILLS & SCANLON, P.A.									
Sum								2,968.09-	
00009	MITCHELL TOOL SALES & SE 100736		00185998	18000694	1.5 TON CHAIN HOIST LAGOON	01/31/19	268599	395.00-	

MITCHELL TOOL SALES & SE									
Sum								395.00-	
00009	MS POWER COMPANY	1/19 W&SO&M	00020198	18000696	MNTHLY ELEC-W&SO&M	01/31/19	268609	87,789.11-	

MS POWER COMPANY									
Sum								87,789.11-	
00009	MS RURAL WATER ASSN	10323 2019/2	00186114	18000670	2019/2020 MBRSHF FEE	01/31/19	268610	525.00-	

MS RURAL WATER ASSN									
Sum								525.00-	
00009	OFFICE DEPOT INC	2267945461	00185888	18000687	PRINTERS WTR BILLING OFFICE	01/31/19	268614	519.98-	

OFFICE DEPOT INC									
Sum								519.98-	
00009	PEARL RIVER VALLEY EPA (1/19 W&SO&M		00020198	18000684	MNTHLY 1/19 PUBLIC SERVICES	01/31/19	268618	50.00-	

PEARL RIVER VALLEY EPA (									

Sum							50.00-
00009 PINE BELT CDJR, INC (MCM 389013		00186009 18000666	DIAGNOSTICS U#11949 WTR BILNG	01/31/19	268620		100.00-

PINE BELT CDJR, INC (MCM							100.00-
Sum							
00009 PUCKETT RENTS	689971-0001	00186139 18000701	SAW BLADES/HOSES WTR TRANS	01/31/19	268626		1,172.99-

PUCKETT RENTS							1,172.99-
Sum							
00009 RAWLS SPRINGS UTILITY DI SEWER READS		00186105 18000669	SEWER READS 1/19	01/31/19	268627		190.00-

RAWLS SPRINGS UTILITY DI							190.00-
Sum							
00009 RJM MCQUEEN CONTRACTING	1743	00186214 18000678	SWR REPR ARLINGTON/S 35TH	01/31/19	268632		4,511.00-
00009 RJM MCQUEEN CONTRACTING	1744	00186214 18000679	SWR REPR HARDY ST/S 21ST	01/31/19	268632		11,296.00-
00009 RJM MCQUEEN CONTRACTING	1745	00186214 18000680	SWR REPR HARDY/S HUTCHINSON	01/31/19	268632		12,945.50-
00009 RJM MCQUEEN CONTRACTING	1746	00186214 18000681	SWR REPR W 4TH/GOLDENEAGLE	01/31/19	268632		36,923.50-
00009 RJM MCQUEEN CONTRACTING	1747	00186214 18000682	SWR REPR MAMIE/7TH AVE	01/31/19	268632		17,496.50-

RJM MCQUEEN CONTRACTING							83,172.50-
Sum							
00009 SOUTHERN PINE ELECTRIC P 1/19 W&SO&M		00020198 18000685	MNTHLY 1/19 PUBLIC SERVICES	01/31/19	268645		2,005.07-

SOUTHERN PINE ELECTRIC P							2,005.07-
Sum							
00009 SOUTHERN TIRE MART (HARD 2530000068		00185901 18000642	TIRES U#20027 TRANS	01/31/19	268648		344.24-
00009 SOUTHERN TIRE MART (HARD 9035960		00183765 18000675	TIRE U#19845 TRANS	01/31/19	268648		158.25-

SOUTHERN TIRE MART (HARD							502.49-
Sum							
00009 SOUTHERN TIRE MART LLC (25200000333		00185908 18000690	TIRE CHANGE U#13686 TRANS	01/31/19	268649		93.00-

SOUTHERN TIRE MART LLC (							93.00-
Sum							
00009 SPIRE ENERGY	1/19 W&SO&M	00020198 18000686	MNTHLY GAS-W&SO&M	01/31/19	268652		88.80-

SPIRE ENERGY							88.80-
Sum							
00009 STANDARD OFFICE SUPPLY C 03521		00186101 18000683	OFFICE SUPP WTR BILLING	01/31/19	268653		298.12-

STANDARD OFFICE SUPPLY C							298.12-
Sum							
00009 UNDERWOOD OUTDOOR POWER, 48417		00186067 18000664	CHOPSAW REPR WTR TRANS	01/31/19	268665		93.24-

UNDERWOOD OUTDOOR POWER,							93.24-
Sum							
00009 WARREN PAVING INC	15512	00184571 18000643	CRUSHED CONCRETE TRANS	01/31/19	268675		367.08-
00009 WARREN PAVING INC	15606	00184571 18000644	CRUSHED CONCRETE TRANS	01/31/19	268675		1,116.64-
00009 WARREN PAVING INC	14033	00182979 18000655	ASPHALT STREET REPRS TRANS	01/31/19	268675		365.05-
00009 WARREN PAVING INC	14097	00182979 18000656	ASPHALT STREET REPRS TRANS	01/31/19	268675		507.77-
00009 WARREN PAVING INC	14130	00182979 18000657	ASPHALT STREET REPRS TRANS	01/31/19	268675		340.56-
00009 WARREN PAVING INC	14289	00182979 18000658	ASPHALT STREET REPRS TRANS	01/31/19	268675		466.73-

00009 WARREN PAVING INC	14293	00182979 18000659 ASPHALT STREET REPRS TRANS	01/31/19	268675	290.94-
00009 WARREN PAVING INC	14298	00182979 18000660 ASPHALT STREET REPRS TRANS	01/31/19	268675	336.88-
00009 WARREN PAVING INC	14302	00182979 18000661 ASPHALT STREET REPRS TRANS	01/31/19	268675	399.97-
00009 WARREN PAVING INC	14334	00182979 18000662 ASPHALT STREET REPRS TRANS	01/31/19	268675	559.22-
00009 WARREN PAVING INC	14388	00182979 18000663 ASPHALT STREET REPRS TRANS	01/31/19	268675	185.59-

WARREN PAVING INC					
Sum					4,936.43-
00009 WATKINS & EAGAR	392582	00186057 18000665 SRVS GULF RESTORA VS CITY	01/31/19	268679	78.00-

WATKINS & EAGAR					
Sum					78.00-
00009 WRIGHT, J H & ASSOCIATES	412325	00185691 18000652 ELEC SUPP LAGOON	01/31/19	268687	775.00-
00009 WRIGHT, J H & ASSOCIATES	412560	00186090 18000695 ELEC SUPP MACK GRUBBS LFT STA	01/31/19	268687	875.00-

WRIGHT, J H & ASSOCIATES					
Sum					1,650.00-

Sum					290,873.24-

Date - 01/29/19

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER FUND							
00011 ALPHA BAIL BONDING CO.	METER DEP RF	02019300	18000339	METER DEP RFD	01/31/19	268487	75.00-
ALPHA BAIL BONDING CO.							
Sum							75.00-
00011 BANK OF AMERICA 1	WTR OVRPMT R	02019301	18000343	WTR OVRPMT RFD	01/31/19	268497	22.92-
BANK OF AMERICA 1							
Sum							22.92-
00011 BROADBAND TECHNICAL RESO	METER DEP RF	02019300	18000317	METER DEP RFD	01/31/19	268504	13.48-
BROADBAND TECHNICAL RESO							
Sum							13.48-
00011 BYERS, COURTNEY	METER DEP RF	02019300	18000322	METER DEP RFD	01/31/19	268507	39.72-
BYERS, COURTNEY							
Sum							39.72-
00011 CREI HATTIESBURG II LLC	METER DEP RF	02019300	18000326	METER DEP RFD	01/31/19	268524	600.00-
CREI HATTIESBURG II LLC							
Sum							600.00-
00011 CREI HATTIESBURG II LLC	METER DEP RF	02019300	18000327	METER DEP RFD	01/31/19	268525	600.00-
CREI HATTIESBURG II LLC							
Sum							600.00-
00011 CREI HATTIESBURG II LLC	METER DEP RF	02019300	18000328	METER DEP RFD	01/31/19	268526	600.00-
CREI HATTIESBURG II LLC							
Sum							600.00-
00011 CREI HATTIESBURG II LLC	METER DEP RF	02019300	18000329	METER DEP RFD	01/31/19	268527	600.00-
CREI HATTIESBURG II LLC							
Sum							600.00-
00011 CREI HATTIESBURG II LLC	METER DEP RF	02019300	18000331	METER DEP RFD	01/31/19	268528	600.00-
CREI HATTIESBURG II LLC							
Sum							600.00-
00011 CREI HATTIESBURG II LLC	METER DEP RF	02019300	18000330	METER DEP RFD	01/31/19	268529	600.00-
00011 CREI HATTIESBURG II LLC	METER DEP RF	02019300	18000332	METER DEP RFD	01/31/19	268529	600.00-
CREI HATTIESBURG II LLC							
Sum							1,200.00-
00011 CREI HATTIESBURG II LLC	METER DEP RF	02019300	18000325	METER DEP RFD	01/31/19	268530	75.00-
CREI HATTIESBURG II LLC							
Sum							75.00-

00011 CREI HATTIESBURG II LLC	METER DEP RF 02019300 18000324	METER DEP RFD	01/31/19	268531	75.00-
00011 CREI HATTIESBURG II LLC	WTR OVRPMT R 02019301 18000341	WTR OVRPMT RFD	01/31/19	268531	90.28-

CREI HATTIESBURG II LLC					
Sum					165.28-
00011 DEAN, BRIANNA	METER DEP RF 02019300 18000323	METER DEP RFD	01/31/19	268534	58.56-

DEAN, BRIANNA					
Sum					58.56-
00011 DELOIS SMITH 390 PARK	METER DEP RF 02019300 18000334	METER DEP RFD	01/31/19	268535	75.00-

DELOIS SMITH 390 PARK					
Sum					75.00-
00011 DORMAN, JOSHUA	METER DEP RF 02019316 18000345	METER DEP RFD	01/31/19	268538	4.90-

DORMAN, JOSHUA					
Sum					4.90-
00011 HENRY, JERMAINE	METER DEP RF 02019300 18000320	METER DEP RFD	01/31/19	268568	4.44-

HENRY, JERMAINE					
Sum					4.44-
00011 HOJEM, JOHN	METER DEP RF 02019300 18000316	METER DEP RFD	01/31/19	268570	75.00-

HOJEM, JOHN					
Sum					75.00-
00011 JOHNSON, OTIS 1	METER DEP RF 02019316 18000347	METER DEP RFD	01/31/19	268578	22.72-

JOHNSON, OTIS 1					
Sum					22.72-
00011 MARSHALL, LISA	METER DEP RF 02019300 18000318	METER DEP RFD	01/31/19	268589	22.72-

MARSHALL, LISA					
Sum					22.72-
00011 MCGILL, MELISHA	METER DEP RF 02019300 18000340	METER DEP RFD	01/31/19	268592	15.52-

MCGILL, MELISHA					
Sum					15.52-
00011 REYES, MARIA	METER DEP RF 02019300 18000338	METER DEP RFD	01/31/19	268629	22.72-

REYES, MARIA					
Sum					22.72-
00011 SHOEMAKER PROPERTY 927 W	METER DEP RF 02019300 18000336	METER DEP RFD	01/31/19	268639	75.00-

SHOEMAKER PROPERTY 927 W					
Sum					75.00-
00011 SMITH, DELOIS 1009	METER DEP RF 02019300 18000333	METER DEP RFD	01/31/19	268641	75.00-

SMITH, DELOIS 1009					
Sum					75.00-
00011 SOUTHERN PROPERTY GROUP	METER DEP RF 02019300 18000337	METER DEP RFD	01/31/19	268646	73.32-

SOUTHERN PROPERTY GROUP					

Sum								73.32-
00011 SPARKS, MARIA1805	METER DEP RF 02019316	18000346	METER DEP RFD		01/31/19	268650	22.72-	

SPARKS, MARIA1805							22.72-	
Sum							75.00-	
00011 WADE. LISA	METER DEP RF 02019300	18000321	METER DEP RFD		01/31/19	268671	-----	
WADE. LISA							75.00-	
Sum							40.00-	
00011 WESCO, BURNELL	METER DEP RF 02019300	18000315	METER DEP RFD		01/31/19	268680	-----	
WESCO, BURNELL							40.00-	
Sum							24.40-	
00011 WEST, JACOB	WTR OVRPMT R 02019301	18000342	WTR OVRPMT RFD		01/31/19	268681	-----	
WEST, JACOB							24.40-	
Sum							84.00-	
00011 WEST, RANDALL	WTR OVRPMT R 02019301	18000344	WTR OVRPMT RFD		01/31/19	268682	-----	
WEST, RANDALL							84.00-	
Sum							22.72-	
00011 WESTFIELD,SHARON AR	METER DEP RF 02019300	18000335	METER DEP RFD		01/31/19	268683	-----	
WESTFIELD,SHARON AR							22.72-	
Sum							38.48-	
00011 3RD STREET RESTORING	METER DEP RF 02019300	18000319	METER DEP RFD		01/31/19	268688	-----	
3RD STREET RESTORING							38.48-	
Sum							-----	
Sum							5,423.62-	

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date

- 01/29/19

PERIOD ENDING JANUARY 31, 2018

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
POLICE FORFEITURES FUND							
00019 CREATIVE PRODUCT SOURCIN	121838	00185999	18000027	WORKBOOKS DARE MIDDLE SCHOOL	01/31/19	268523	437.25-
CREATIVE PRODUCT SOURCIN							
Sum							437.25-
Sum							437.25-

Date - 01/29/19

Check
Amount

2,536,908.02-

341,972.75-

2,878,880.77-

2,878,880.77-

Date - 01/29/19

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
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Check
Date

Check
No.

Check
Amount

AIRPORT IMPROVEMENT FUND

00039	FORD ENGINEERING SERVICE	181104D	00186266	18000023	SRVS RUNWAY 13 SAFETY/DRNGE	01/31/19	268552	10,957.57-
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FORD ENGINEERING SERVICE

Sum	10,957.57-
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Sum	10,957.57-
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CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 01/29/19

PERIOD ENDING JANUARY 31, 2018

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MASS TRANSIT FUND							
00073 ANOINTED HANDS SERVICES, 5932 MASS TR	00186019	18000178	SERVS 1/19 MASS TRANSIT	01/31/19	268489	325.00-	
ANOINTED HANDS SERVICES,							
Sum						325.00-	
00073 BATTERY WORLD	146504	00186116	18000187	BATTERIES U#19535 BUS	01/31/19	268499	299.85-
BATTERY WORLD							
Sum						299.85-	
00073 COPY CATS PRINTING	409056	00186096	18000188	HCT BUS PASSES	01/31/19	268522	55.50-
COPY CATS PRINTING							
Sum						55.50-	
00073 EMPIRE TRUCK SALES (H'BU RE006029541:	00186115	18000189	TRANSMISSION REPR U#16234 BUS	01/31/19	268545	1,073.43-	
EMPIRE TRUCK SALES (H'BU							
Sum						1,073.43-	
00073 GILLILANDS ELECTRONICS S 68345	00186097	18000181	PREWIRE FOR PHONES/COMPUTERS	01/31/19	268557	3,997.96-	
GILLILANDS ELECTRONICS S							
Sum						3,997.96-	
00073 GREATER SOUTHEAST CONSTR APPL #10 HCT	00186204	18000182	APPL #10 HCT FACILITY CONSTR	01/31/19	268558	197,955.07-	
GREATER SOUTHEAST CONSTR							
Sum						197,955.07-	
00073 HAVARD PEST CONTROL INC 1398504	02019312	18000186	QTRLY SERV MASS TRANSIT	01/31/19	268567	48.00-	
HAVARD PEST CONTROL INC							
Sum						48.00-	
00073 MAJOR DESIGN STUDIO, PLL 17000.12	00186201	18000183	CONSTR ADM HCT FACILITY	01/31/19	268588	5,627.60-	
MAJOR DESIGN STUDIO, PLL							
Sum						5,627.60-	
00073 MS POWER COMPANY	1/19 M TRANS	00020198	18000185	MNTHLY ELEC-MASS TRANSIT	01/31/19	268609	651.98-
MS POWER COMPANY							
Sum						651.98-	
00073 SIGNS FIRST	H-67087	00186041	18000190	NO EATING ON BUSES SIGNS	01/31/19	268640	162.02-
SIGNS FIRST							
Sum						162.02-	
00073 SOUTHERN TIRE MART LLC (2520000395	00186040	18000184	TIRES U#19535/U#16759	01/31/19	268649	1,767.36-	
SOUTHERN TIRE MART LLC (							
Sum						1,767.36-	
00073 VERIZON WIRELESS	9821924931	00186099	18000179	GPS SRV 1/11-2/10/19 BUSES	01/31/19	268669	142.55-

VERIZON WIRELESS							-----
Sum							142.55-
00073	WATERS INTERNATIONAL TRU	08S817820	00186037	18000180 REPRS U#18572 BUS	01/31/19	268678	6,940.19-

WATERS INTERNATIONAL TRU							
Sum							6,940.19-

Sum							219,046.51-

Date - 01/29/19

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
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Check
Date

Check
No.

Check
Amount

WATER&SEWER CONSTRUCTION FUND

00075 T. L. WALLACE CONSTRUCTI EST#9 2017 W 00186275 18000028 SRVS 2017 WTR SYS IMPRVMNTS

01/31/19

268659

88,233.26-

T. L. WALLACE CONSTRUCTI

Sum

88,233.26-

Sum

88,233.26-

Date - 01/29/19

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY CENTERS' FUND							
00077 CARQUEST AUTO PARTS STOR	14758-119258	00185994	18000130	REPR PTS U#19099 COMM CNTRS	01/31/19	268509	208.78-
CARQUEST AUTO PARTS STOR							
Sum							208.78-
00077 ECONOMY SUPPLY CO	005781	00185873	18000129	ANTIQUE KEY LATCH CULTURAL CN	01/31/19	268540	38.94-
ECONOMY SUPPLY CO							
Sum							38.94-
00077 ELKINS WHOLESALE INC	368316-02	00185256	18000136	JANIT SUPP COMM CENTERS	01/31/19	268542	81.52-
00077 ELKINS WHOLESALE INC	368316-00	00185256	18000137	JANIT SUPP COMM CENTERS	01/31/19	268542	24.48-
00077 ELKINS WHOLESALE INC	368316-01	00185256	18000138	JANIT SUPP COMM CENTERS	01/31/19	268542	12.83-
00077 ELKINS WHOLESALE INC	371503-00	00185748	18000139	JANIT SUPP COMM CENTERS	01/31/19	268542	381.07-
ELKINS WHOLESALE INC							
Sum							499.90-
00077 FRED PRYOR SEMINARS	34254720 JOH	00186063	18000132	REG JOHNSON EXCEL SMNR 2/5/19	01/31/19	268555	79.00-
FRED PRYOR SEMINARS							
Sum							79.00-
00077 HAVARD PEST CONTROL INC	1398484	02019312	18000142	QTRLY SERV SHERRILL CENTER	01/31/19	268567	115.00-
00077 HAVARD PEST CONTROL INC	1398486	02019312	18000143	QTRLY SERV SIGLER BLDG	01/31/19	268567	48.00-
00077 HAVARD PEST CONTROL INC	1398487	02019312	18000144	QTRLY SERV MCNAIR CENTER	01/31/19	268567	48.00-
00077 HAVARD PEST CONTROL INC	1398490	02019312	18000145	QTRLY SERV CULTURAL CENTER	01/31/19	268567	48.00-
HAVARD PEST CONTROL INC							
Sum							259.00-
00077 JACKSON, ROOSEVELT III	773422	00185734	18000131	BLDG REPRS SHERRILL WING RMS	01/31/19	268576	3,020.00-
JACKSON, ROOSEVELT III							
Sum							3,020.00-
00077 MCELHANEY PLUMBING INC	274774	00186102	18000133	TOILET INSTALL SUPP SHERRILL	01/31/19	268591	59.28-
MCELHANEY PLUMBING INC							
Sum							59.28-
00077 MS POWER COMPANY	1/19 COMM CN	00020198	18000141	MNTHLY ELEC-COMM CENTERS	01/31/19	268609	2,288.89-
MS POWER COMPANY							
Sum							2,288.89-
00077 NEWELL PAPER COMPANY	4046123	00185940	18000134	JANIT SUPP COMM CENTERS	01/31/19	268613	28.80-
00077 NEWELL PAPER COMPANY	4046407	00185940	18000135	JANIT SUPP COMM CENTERS	01/31/19	268613	56.55-
NEWELL PAPER COMPANY							
Sum							85.35-

00077 SPIRE ENERGY	1/19 COMM CN 00020198 18000140 MNTHLY GAS-COMM CENTERS	01/31/19	268652	602.78-

SPIRE ENERGY				
Sum				602.78-
00077 WHEELER'S JANITORIAL SUP 0403344	00185552 18000128 JANIT SUPP COMM CENTERS	01/31/19	268684	248.00-

WHEELER'S JANITORIAL SUP				
Sum				248.00-

Sum				7,389.92-

Date - 01/29/19

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY DEVELOP. BLOCK GRANT							
00082 BRADLEY HOME IMPROVEMENT	1/22/19	00186211	18000078	208 WILLIS, REQ#4 & CO#1	01/28/19	312194	11,100.00-
BRADLEY HOME IMPROVEMENT							
Sum							11,100.00-
00082 FASTSIGNS OF HATTIESBURG	2153-2941	00185825	18000077	NAMEPLATE JOHNSON COMM DEV	01/31/19	268550	25.00-
FASTSIGNS OF HATTIESBURG							
Sum							25.00-
00082 STAPLES	3402166539	00185876	18000074	OFFICE SUPP COMM DEVELOP DIV	01/31/19	268654	92.57-
00082 STAPLES	3402166540	00185876	18000075	OFFICE SUPP COMM DEVELOP DIV	01/31/19	268654	128.95-
00082 STAPLES	3402246680	00185876	18000076	OFFICE SUPP COMM DEVELOP DIV	01/31/19	268654	4.56-
STAPLES							
Sum							226.08-
Sum							11,351.08-
Grand Total Level							
Sum							4,936,077.23-