

City of Hattiesburg, MS

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



Meeting Agenda - Final

Tuesday, January 2, 2018

4:00 PM

Council Chambers

City Council

I. Call to Order**II. Call to Prayer and Pledge of Allegiance****III. Agenda Order****IV. Approval of Minutes of the December 4, 5, 18, 19, and 28, 2017, City Council meetings.****V. PRESENTATION AGENDA****VI. POLICY AGENDA**

- VI.-1** [2018-104](#) Adopt an Ordinance to amend Ordinance Number 3165, adopted August 4, 2015, and found at Minute Book 2015 page 232, to update the current Flood Damage Prevention Ordinance (Chapter 10 of the Code of Ordinances) for the City of Hattiesburg to comply with MEMA requirements.

Attachments: [ORD Number 3165, Amended, Flood Damage Prevention Ordinance - with edit:](#)
[Ordinance to Amend Ordinance Number 3165, Chapter 10, Code of Ordinance](#)
[ORD#3224, executed inance to Amend Ordinance Number 3165, Chapter 10, \(](#)

- VI.-2** [2018-105](#) Take from the Table to Approve or Deny a petition filed by Clint Walker, Applicant, to vary from Section 10.13.6 which states "Billboard replacement, of all or any part thereof, shall require the removal of two additional static billboard structures." and instead replace 1 static billboard structure for a variance of 2 static billboard structures for a certain property located at 6192 US Hwy 98 (Parcel 052R-10-015.000, PPIN 20599, Ward 3). The Board of Adjustment recommended to APPROVE on December 6, 2017.

Attachments: [Dec HPC BOA Minutes](#)
[Billboard Conversion Variance Form](#)
[Walker Digital Variance Request](#)

- VI.-3** [2018-106](#) Take from the Table to Approve or Deny a petition filed by Clint Walker, Applicant, to request a permit for a replacement "Digital Billboard" as provided in Section 10.13.6 and all applicable regulations for a certain property located at 6192 US Hwy 98 (Parcel 052R-10-015.000, PPIN 20599, Ward 3). The Planning Commission recommended to APPROVE, contingent upon the approval of a variance from Section 10.13.6, on December 6, 2017.

Attachments: [Dec HPC BOA Minutes](#)
[Walker Digital Billboard - report](#)

- VI.-4** [2018-103](#) Adopt a Resolution setting Public Hearing before City Council at 4 p.m. on Monday, February 5, 2018 to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community and providing for notice to owners and authorize publication of the noticed hearing.

Attachments: [Set public hearing MEMORANDUM](#)
 [Public Hearing Reso 01.02.18](#)
 [RES#2018-1, executed Public Hearing Reso 01.02.18](#)

- VI.-5** [2018-113](#) Take from the Table to Approve or Deny to Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Mar-Jac Poultry MS, LLC for a period not to exceed ten (10) years, commencing December 31, 2017 and ending December 31, 2026, with a true total value of \$2,913,838.50 or the amount approved by the Mississippi Department of Revenue.

Attachments: [Mar-Jac Res-1-2-18](#)
 [ADP-Mar-Jac](#)
 [Mar-Jac App](#)
 [Mar-Jac County Statement](#)

- VI.-6** [2018-114](#) Adopt a Resolution appointing Stephen Mooney as Interim Chief of Hattiesburg Fire Department.

Attachments: [RES-Appointing Stephen Mooney Interim Fire Chief](#)
 [Mooney Resume](#)
 [RES#2018-2, executed RES-Appointing Stephen Mooney Interim Fire Chief](#)

- VI.-7** [2018-109](#) Adopt a Resolution authorizing Requisition No. 13 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. 13](#)
 [RES#2018-3, executed 2016 Bond Resolution No. 13](#)

- VI.-8** [2018-102](#) Ratify and confirm the Mayor's appointment of Jerome Brown(W1), to the civil Service Commission, for a term beginning 1-2-2018 and ending 1/1/2023.

Attachments: [Brown-Data Sheet](#)

- VI.-9** [2018-115](#) Ratify and confirm the Mayor's re-appointment of Mitzi Jo Russell (W3), to the Civil Service Commission, for a term beginning 1-2-2018 and ending 1-1-2023.

Attachments: [Russell Data Sheet](#)

VII. ROUTINE AGENDA

- VII.-1** [2018-111](#) Authorize submission of Mississippi Office of Highway Safety Driving Grant Application in the amount of \$68,682 for the Alcohol Impaired Driving Program.

Attachments: [MOHS 19 Grant](#)
[executed MOHS 19 Grant](#)

- VII.-2** [2018-112](#) Acknowledge receipt of the Single Audit of the Hattiesburg Public School District for the year ended June 30, 2017, from Suzanne E. Smith, CPA, PLLC of Auditing and Accounting Services.

Attachments: [Audit Letter from Suzanne E. Smith, CPA, PLLC, 12-15-17](#)
[Hattiesburg Public School District Audited Financial Statements for the Year En](#)

- VII.-3** [2018-101](#) Acknowledge receipt and execution of the Mississippi Department of Public Safety Homeland Security Grant in the amount of \$10,000.00 for equipment related to the Mississippi Office of Homeland Security initiatives, for Task Force III. (nunc pro tunc)

Attachments: [Grant-Task Force III](#)

- VII.-4** [2018-107](#) Acknowledge receipt of bids on December 14, 2017 for the 2017 Water System Improvements Project and accept bid from T L Wallace Construction, Inc. in the amount of \$717,310.00 as the lowest and best bid; authorize Mayor to execute contract for same upon preparation.

Attachments: [Certified Bid Tab](#)
[11247 Specs Street Ready 2017-10-23](#)
[11247 Plans Final Set Signed 2017-09-20](#)

- VII.-5** [2018-108](#) Acknowledge receipt of bids on December 14, 2017 for the Lamar Boulevard Infrastructure Improvements Project and accept bid from C B Developers, Inc. in the amount of \$392,099.40 as the lowest and best bid; authorize Mayor to execute contract for same upon preparation.

Attachments: [Certified Bid Tab](#)
[11248 Swr Plans Final Set Signed 2017-10-09](#)
[11248 Specs Review Set 2017-11-1 \(Lamar\)](#)

VII.-6 [2018-100](#) Approve the sale of grave spaces, Per attached receipts and memo's.

Attachments: [Memos \(01-02-18\)](#)
 [Deeds \(01-02-2018\)](#)
 [Receipts \(01-02-2018\)](#)
 [executed Deeds \(01-02-2018\)](#)

VII.-7 [2018-110](#) Approve claims docket for the period ending December 31, 2017.

Attachments: [1-2-17 Claims Docket](#)



City of Hattiesburg, MS

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

Master

File Number: 2018-104

File ID: 2018-104

Type: Ordinance

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 12/22/2017

Brief Title: Adopt an Ordinance to amend Ordinance Number 3165 (Chapter 10 of the Code of Ordinances), to update the Flood Damage Prevention Ordinance.

Final Action: 01/02/2018

Minute Book Number: MB2018-2

Title:

Adopt an Ordinance to amend Ordinance Number 3165, adopted August 4, 2015, and found at Minute Book 2015 page 232, to update the current Flood Damage Prevention Ordinance (Chapter 10 of the Code of Ordinances) for the City of Hattiesburg to comply with MEMA requirements.

Notes:

Agenda Date: 01/02/2018

Indexes:

Agenda Number: VI.-1

Sponsors:

Enactment Date:

Attachments: ORD Number 3165, Amended, Flood Damage Prevention Ordinance - with edits, Ordinance to Amend Ordinance Number 3165, Chapter 10, Code of Ordinances, Flood Damage Prevention Ordinance - edited, ORD#3224, executed inance to Amend Ordinance Number 3165, Chapter 10, Code of Ordinances, Flood Damage Prevention Ordinance - edited

Enactment Number:

Contact:

Meeting Date: 01/02/2018

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/02/2018	Adopt				Pass

Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member Delgado to Adopt an Ordinance (#3224) to amend Ordinance Number 3165, adopted August 4, 2015, and found at Minute Book 2015 page 232, to update the current Flood Damage Prevention Ordinance (Chapter 10 of the Code of Ordinances) for the City of Hattiesburg to comply with MEMA requirements.

Council Vice President Dryden asked for a floodplains update; Ms. Lowrey and Ms. Reid provided one. Ms. Reid stated that the City will recertify by February 1; she said the City is currently rated a Class 8 but can reasonably expect a Class 7 by summer and eventually a Class 6. Also, she said that she is cross-training staff member Nick Williams.

Following 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 2018-104

Title

Adopt an Ordinance to amend Ordinance Number 3165, adopted August 4, 2015, and found at Minute Book 2015 page 232, to update the current Flood Damage Prevention Ordinance (Chapter 10 of the Code of Ordinances) for the City of Hattiesburg to comply with MEMA requirements.

Summary

Adopt an Ordinance to amend Ordinance Number 3165 (Chapter 10 of the Code of Ordinances), to update the Flood Damage Prevention Ordinance.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

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

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

INDEXING INSTRUCTIONS:

**ORDINANCE NUMBER _____
OF THE
CITY OF HATTIESBURG, MISSISSIPPI**

**AN ORDINANCE ADOPTING CHAPTER 10 OF THE
CODE OF ORDINANCES, WHICH ESTABLISHED
THE FLOOD DAMAGE PREVENTION ORDINANCE
FOR THE CITY OF HATTIESBURG, AMENDING
ORDINANCE NUMBER 3165, ADOPTED
AUGUST 4, 2015, AND ANY OTHER
ORDINANCES IN CONFLICT HEREWITH.**

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

SECTION 1. That Chapter 10 of the Code of Ordinances, be and the same is hereby amended to read as follows, to wit:

“ARTICLE 1. STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND OBJECTIVES.

SECTION A. STATUTORY AUTHORIZATION.

The Legislature of the State of Mississippi has in Title 17, Chapter 1, Mississippi Code 1972 Annotated delegated the responsibility to local government units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the governing body of the City of Hattiesburg does hereby adopt the following floodplain management regulations.

SECTION B. FINDINGS OF FACT.

1. The City of Hattiesburg is subject to periodic inundation, which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
2. These flood losses are caused by the cumulative effect of obstructions, both inside and outside the identified Special Flood Hazard Areas, causing increases in flood heights and velocities, and by the occupancy in flood hazard areas by uses vulnerable to floods or hazardous to other lands which are inadequately elevated, floodproofed, or otherwise unprotected from flood damages.

SECTION C. STATEMENT OF PURPOSE.

It is the purpose of this ordinance to promote the public health, safety, and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

1. Restrict or prohibit uses which are dangerous to health, safety, and property due to water or erosion hazards, which result in damaging increases in erosion or in flood heights or velocities;
2. Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
3. Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters;
4. Control filling, grading, dredging, and other development which may increase erosion or flood damage, and;
5. Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

SECTION D. OBJECTIVES.

The objectives of this ordinance are:

1. To protect human life and health;
2. To minimize expenditure of public money for costly flood control projects;

3. To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
4. To minimize prolonged business interruptions;
5. To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
6. To help maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize flood blight areas, and;
7. To ensure that potential homebuyers are notified that property is in a flood prone area.

SECTION E. METHODS OF REDUCING FLOOD LOSSES.

In order to accomplish its purposes, this ordinance includes methods and provisions for:

1. Restricting or prohibiting uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;
2. Requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
3. Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;
4. Controlling filling, grading, dredging, and other development which may increase flood damage, and;
5. Preventing or regulating the construction of flood barriers that will unnaturally divert floodwaters or may increase flood hazards in other areas.

ARTICLE 2. DEFINITIONS.

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance it's most reasonable application.

A, AE, AR/AE, AR/AH, AR/AO, AR/A and A99 zones - see **Zones**

Accessory structure (Appurtenant structure) means a structure, which is located on the same parcel of property as the principal structure, and the use of which is incidental to the use of the principal structure. Accessory structures should constitute a minimal initial investment, may not be used for human habitation, and be designed to have minimal flood damage potential. Examples of accessory structures are detached garages, carports, storage sheds, pole barns, and hay sheds.

Addition (to an existing building) means any walled and roofed expansion to the perimeter or height of a building. Any addition shall be considered new construction. If the addition is more than 50% of the market value of the structure, then the addition and the existing structure are now new construction.

Appeal means a request for a review of the Floodplain Administrator's interpretation of any provision of this ordinance or a request for a variance.

Area of shallow flooding means a designated AO or AH Zone on the community's Flood Insurance Rate Map (FIRM) with a 1 percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of

flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of special flood hazard is the land in the floodplain within a community subject to a one percent (1%) or greater chance of flooding in any given year. This area is also referred to as the Special Flood Hazard Area (SFHA).

Base flood means the flood having a one percent (1%) chance of being equaled or exceeded in any given year (also called the “one percent (1%) chance flood”).

Base Flood Elevation (BFE) is the elevation shown in the Flood Insurance Study (FIS) for Zones AE, AH, AR, AR/A, AR/AE, AR/AH, and AR/AO that indicates the water surface elevation resulting from a flood that has a one percent (1%) or greater annual chance of being equaled or exceeded in any given year.

Basement means any portion of a building having its floor sub-grade (below ground level) on all sides.

Buildings -see **Structure**.

Community means any State or area or political subdivision thereof, which has the authority to adopt and enforce floodplain regulations for the areas within its jurisdiction.

Community Floodplain Management Map means any map produced by the community utilizing best available base flood elevation and floodway data that is from a federal, state, or other accepted technical source.

Community Rating System (CRS) is a program developed by the Federal Insurance Administration to provide incentives for those communities in the Regular Program that have gone beyond the minimum floodplain management requirements to develop extra measures to provide protection from flooding.

Community Flood Hazard Area (CFHA) is an area that has been determined by the Floodplain Administrator (or other delegated, designated, or qualified community official) from available technical studies, historical information, and other available and reliable sources, which may be subject to periodic inundation by floodwaters that can adversely affect the public health, safety and general welfare. This includes areas downstream from dams.

Conditional Letter of Map Revision (CLOMR) - see **Letter of Map Change (LOMC)**

Critical facility (also called critical action) means facilities for which the effects of even a slight chance of flooding would be too great. The minimum floodplain of concern for critical facilities is the point 2 percent (0.2%) chance flood level. Critical facilities include, but are not limited, to facilities critical to the health and safety of the public such as: emergency operations centers, designated public shelters, schools, nursing homes, hospitals, police, fire and emergency response installations, vital data storage centers, power generation, water and other utilities (including related infrastructure such as principal points of utility systems) and installations which produce, use or store hazardous materials or hazardous waste (as defined under the Clean Water Act and other Federal statutes and regulations).

D Zone - see **Zones**

Dam is any artificial barrier, including appurtenant works, constructed to impound or divert water, waste water, liquid borne materials, or solids that may flow if saturated. All structures necessary to maintain the water level in an impoundment or to divert a stream from its course will be considered a dam including:

High hazard dam means a class of dam in which failure may cause loss of life, serious damage to residential, industrial, or commercial buildings; or damage to, or disruption

of, important public utilities or transportation facilities such as major highways or railroads. Dams which meet the statutory thresholds for regulation that are proposed for construction in established or proposed residential, commercial, or industrial areas will be assigned this classification, unless the applicant provides convincing evidence to the contrary. A development permit is required for a structure and any associated fill downstream from a dam at any location where flooding can be reasonably anticipated from principal or emergency spillway discharges, or from overtopping and failure of the dam.

Low hazard dam means a class of dam in which failure would at the most result in damage to agricultural land, farm buildings (excluding residences), or minor roads.

Significant hazard dam means a dam assigned the significant hazard potential classification where failure may cause damage to main roads, minor railroads, or cause interruption of use, or service of relatively important public utilities.

Development means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, or storage of materials or equipment.

Dry Floodproofing – see **Floodproofing Methods**

Elevated building means for insurance purposes, a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, pilings, columns, or piers.

Elevation Certificate is a FEMA form used as a certified statement that verifies a building's elevation information.

Emergency Program means the first phase under which a community participates in the NFIP. It is intended to provide a first layer amount of insurance coverage for all insurable buildings in that community before the effective date of the initial FIRM.

Enclosure Below the Lowest Floor - see **"Lowest Floor."**

Encroachment means the advance or infringement of uses, plant growth, fill, excavation, buildings, structures or development into a floodplain, which may impede or alter the flow capacity of a floodplain.

Executive Order 11988 (Floodplain Management) this order requires that no federally assisted activities be conducted in or have the potential to affect identified Special Flood Hazard Areas, unless there is no practicable alternative.

Executive Order 11990 (Wetlands Protection) this order requires the avoidance of adverse impacts associated with the destruction or modification of wetlands.

Existing Construction means structures for which the "start of construction" commenced before initial FIRM. Existing construction may also be referred to as existing structures.

Existing manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

Expansion to an existing manufactured home park or subdivision includes the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured

homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Fill means a deposit of earthen materials placed by artificial means.

Five-Hundred (500) Year Flood means the flood that has a point 2 percent (0.2%) chance of being equaled or exceeded in any year. Areas subject to the point 2 percent (0.2%) chance flood have a moderate risk of flooding.

Flood or flooding means:

A.) A general and temporary condition of partial or complete inundation of normally dry land areas from:

- 1.) The overflow of inland or tidal waters.
- 2.) The unusual and rapid accumulation or runoff of surface waters from any source.
- 3.) Mudslides (i.e. mudflows) which are proximately caused by flooding as defined in paragraph (A)(2) of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.

B.) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (A)(1) of this definition.

Flood (insurance definition) means a general and temporary condition of partial or complete inundation of two or more acres of normally dry land areas or of two or more properties (e.g. a building and a public street) from (1) overflow of inland or tidal waters (2) unusual and rapid accumulation or runoff of surface waters (3) mudflows caused by flooding.

Flood Insurance Rate Map (FIRM) means an official map of a community, on which FEMA has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

Flood Insurance Study (FIS) is the document which provides an examination, evaluation, and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation, and determination of mudslide and/or flood-related erosion hazards.

Flood Protection Elevation is the base flood elevation plus one (1) foot of freeboard. In areas where no base flood elevations exist from any authoritative source, the flood protection elevation can be historical flood elevations, or base flood elevations determined and/or approved by the floodplain administrator plus freeboard.

Floodplain means any land area susceptible to being inundated by flood waters from any source.

Floodplain Administrator is the individual appointed to administer and enforce the floodplain management regulations.

Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

Floodplain management regulations means this ordinance and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances, and other applications of police power which control development in flood-prone areas. This term describes federal, state, or local regulations in any combination thereof, which provide standards for preventing and reducing flood loss and damage.

Floodproofing Certificate is an official FEMA form used to certify compliance for non-residential structures, as an alternative to elevating buildings to or above the base flood elevation.

Floodproofing Methods:

Dry Floodproofing means any combination of structural and nonstructural additions, changes, or adjustments to structures, which reduce or eliminate flood damages to real estate or improved real estate property, water, and sanitary facilities, structures, and their contents. Structures shall be floodproofed with a minimum of 12 inches of freeboard (more is recommended) in relation to the base flood elevation. Dry floodproofing of a pre-FIRM residential structure that has not been substantially damaged or improved is allowed. Dry floodproofing of a post-FIRM residential building is not allowed.

Wet floodproofing means a method of construction which allows water to enter a structure in such a way that will minimize damage to the structure and its contents. Wet floodproofing is appropriate for functionally dependent use and uses that facilitate open space use by variance only, structures utilized for parking or limited storage, or when all other techniques are not technically feasible. Wet floodproofing shall not be utilized as a method to satisfy the requirements of this ordinance for bringing substantially damaged or improved structures into compliance. Wet floodproofing is not allowed in lieu of complying with the lowest floor elevation requirements for new residential buildings.

Floodway, Regulatory means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot (1').

Floodway fringe means that area of the special flood hazard area on either side of the regulatory floodway.

Freeboard means a factor of safety, usually expressed in feet above the BFE, which is applied for the purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed. The City of Hattiesburg's freeboard is one (1) foot above BFE.

Functionally dependent use means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, ship building and ship repair facilities. The term does not include long-term storage, manufacturing facilities, processing functions, sales, administrative functions, or service facilities.

Hardship (as related to variances of this ordinance) means the exceptional difficulty that would result from a failure to grant the requested variance. The governing body of the City of Hattiesburg requires that the variance is exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is NOT exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

Hazard potential means the possible adverse incremental consequences that result from the release of water or stored contents due to failure of a dam or mis-operation of a dam or appurtenances. The hazard potential classification of a dam does not reflect in any way on the current condition of a dam and its appurtenant structures (e.g. safety, structural integrity, and flood routing capacity).

High hazard dam – see Dams

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a building.

Historic Structure means any structure that is:

- a. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- c. Individually listed on the State of Mississippi inventory of historic structures (Mississippi Landmarks), or;
- d. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified by an approved state program as determined by the Secretary of the Interior.

Hydrologic and hydraulic engineering analyses means the analyses performed by a professional engineer, registered in the State of Mississippi, in accordance with standard engineering practices as accepted by FEMA, used to determine flood elevations and/or floodway boundaries.

Increased Cost of Compliance (ICC) coverage means under the standard flood insurance policy the cost to repair a substantially flood damaged building that exceeds the minimal repair cost and that is required to bring a substantially damaged building into compliance with the local flood damage prevention ordinance. Acceptable mitigation measures are floodproofing (nonresidential), relocation, elevation, demolition, or any combination thereof. All renewal and new policies with effective dates on or after June 1, 1997, include ICC coverage.

Letter of Map Change (LOMC) is an official FEMA determination, by letter, to amend or revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, and Flood Insurance Studies.

Letter of Map Amendment (LOMA)

An amendment based on technical data showing that a property was incorrectly included in a designated SFHA was not elevated by fill (only by a natural grade elevation), and will not be inundated by the one percent (1%) chance flood. A LOMA amends the current effective FIRM and establishes that a specific property is not located in a SFHA.

Letter of Map Revision (LOMR)

A revision based on technical data that, usually due to manmade changes, shows changes to flood zones, flood elevations, floodplain and floodway delineations, and planimetric features. One common type of LOMR, a LOMR-F, is a determination concerning whether a structure or parcel has been elevated by fill above the BFE and is, therefore, excluded from the SFHA.

Letter of Map Revision, Conditional (CLOMR)

A formal review and comment by FEMA as to whether a proposed project complies with the minimum NFIP floodplain management criteria. A CLOMR does not revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, or Flood Insurance Studies.

Levee means a man-made structure; usually earthen embankment. Designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee system means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Low hazard dam – see **Dams**

Lowest adjacent grade means the elevation of the sidewalk, or patio slab immediately next to the building or basement entryway immediately next to the structure. It does not include earth that is placed for aesthetic or landscape reasons around a foundation wall.

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or storage - in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation provisions of this code.

Manufactured home (44 CFR 59.1 definition / FEMA) means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle."

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Map Amendment means a change to an effective NFIP map that results in the exclusion from the SFHA or an individual structure or a legally described parcel of land that has been inadvertently included in the SFHA (i.e., no alterations of topography have occurred since the date of the first NFIP map that showed the structure or parcel to be within the SFHA). See Letter of Map Change (LOMC) for ways to request a Map Amendment.

Map Panel Number means the four-digit number followed by a letter suffix assigned by FEMA on a FIRM. The first four digits represent the map panel, and the letter suffix represents the number of times the map panel has been revised.

Market value means the building value, which is the property value less the land value (as agreed between a willing buyer and seller); as established by what the local real estate market will bear. Market value can be established by independent certified appraisal; replacement cost depreciated by age of building (Actual Cash Value); or adjusted assessed values.

Mean Sea Level means, for the purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map (FIRM) are referenced.

National Flood Insurance Program (NFIP) is the federal program that makes flood insurance available to owners of property in participating communities nationwide through the cooperative efforts of the Federal Government and the private insurance industry.

National Geodetic Vertical Datum (NGVD) means a vertical control, corrected in 1929, used as a reference for establishing varying elevations within the floodplain.

New Construction means a structure for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structure or the addition. This would include any additions to an existing structure.

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain regulations adopted by a community.

Non-Residential means, but is not limited to; small business concerns, churches, schools, farm buildings (including grain bins and silos), poolhouses, clubhouses, recreational buildings, mercantile structures, agricultural and industrial structures, warehouses, and hotels or motels with normal room rentals for less than 6 months duration.

North American Vertical Datum (NAVD) of 1988 means a vertical control, corrected in 1988, used as a reference for establishing varying elevations within the floodplain.

Obstruction means, but is not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, channel construction, bridge, conduit, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation or other material in, along, across or projecting into any watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water, or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.

One Percent (1%) Flood (aka 100-Year Flood) is the flood that has a one percent (1%) chance of being equaled or exceeded in any given year. Any flood zone that begins with the letter A is subject to inundation by the one percent (1%) chance flood. Over the life of a 30-year loan, there is a 26-percent chance of experiencing such a flood within the SFHA.

Participating Community is any community that voluntarily elects to participate in the NFIP by adopting and enforcing floodplain management regulations that are consistent with the standards of the NFIP.

Post-FIRM Construction means new construction and substantial improvements for which start of construction occurred after December 31, 1974, or on or after the effective date of the initial FIRM of the community, whichever is later.

Pre-FIRM Construction means new construction and substantial improvements for which start of construction occurred on or before December 31, 1974, or before the effective date of the initial FIRM of the community, whichever is later.

Probation is a means of FEMA formally notifying participating communities of the first of the two NFIP sanctions due to their failure to correct violations and deficiencies in the administration and enforcement of the local floodplain management regulations.

Public safety and nuisance means anything which is injurious to the safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

Recreational vehicle means a vehicle that is:

- a. Licensed and titled as an RV or park model (not a permanent residence);
- b. Built on a single chassis, without permanent foundation;
- c. 400 square feet or less when measured at the largest horizontal projection;

- d. Has no attached deck, porch, or shed;
- e. Has quick-disconnect sewage, water, and electrical connectors;
- f. Designed to be self-propelled or permanently towable by a light duty truck, and;
- g. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regular Program means the second phase of the community's participation in the NFIP in which second layer coverage is available based upon risk premium rates only after FEMA has completed a risk study for the community.

Regulatory floodway – see **Floodway, Regulatory**

Repair means the reconstruction or renewal of any part of an existing building for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by a community, and all such regulations effective at the time of permitting must be met.

Repetitive Loss means flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

Repetitive Loss Property is any insurable building for which two or more claims of more than \$1,000 were paid by the National Flood Insurance Program (NFIP) within any rolling 10-year period, since 1978. At least two of the claims must be more than ten days apart but, within ten years of each other. A RL property may or may not be currently insured by the NFIP.

Residential Structure is a building or portion thereof designed or used for residential occupancy but not including hotels, motels, and motor lodges.

Section 1316 means that section of the National Flood Insurance Act of 1968, as amended, which states that no new flood insurance coverage shall be provided for any property that FEMA finds has been declared by a duly constituted state or local zoning authority or other authorized public body to be in violation of state or local laws, regulations, or ordinances that are intended to discourage or otherwise restrict land development or occupancy in flood-prone areas.

Severe Repetitive Loss Structure means any insured property that has met at least one of the following paid flood loss criteria since 1978, regardless of ownership:

- a. Four or more separate claim payments of more than \$5,000 each (including building and contents payments); or
- b. Two or more separate claim payments (building payments only) where the total of the payments exceeds the current market value of the property.

In either case, two of the claim payments must have occurred within ten years of each other. Multiple losses at the same location within ten days of each other are counted as one loss, with the payment amounts added together.

Significant hazard dam – see **Dams**

Special flood hazard area (SFHA) is the land in the floodplain within a community subject to a one percent (1%) or greater chance of flooding in any given year as shown on a FHBM or FIRM as Zones A, AE, AH, AO, AR, AR/AE, AR/AO, AR/AH, AR/A or A99.

Start of construction includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a building on a site, such as the pouring of slabs or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main building. For substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure (for floodplain management purposes), means a walled and roofed building, including a gas or liquid storage tank that is principally above ground, as well as a manufactured home.

Structure (for insurance purposes), means a building with two or more outside rigid walls and a fully secured roof, that is affixed to a permanent site; a manufactured home built on a permanent chassis, transported to its site in one or more sections, and affixed to a permanent foundation; or a travel trailer without wheels, built on a chassis and affixed to a permanent foundation, that is regulated under the community's floodplain management and building ordinances or laws. The term does not include a recreational vehicle or a park trailer or other similar vehicle, except as described in the last part of this definition, or a gas, or a liquid storage tank.

See also: Accessory structure, Elevated building, Historic structure, New Construction, Manufactured home park or subdivision, Manufactured housing, New Manufactured home park or subdivision, Non-Residential, or Residential

Subrogation means an action brought by FEMA when flood damages have occurred, a flood insurance claim has been paid, and all or part of the damage can be attributed to acts or omissions by a community or other third party.

Substantial Damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. Substantial damage also means flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

Substantial Improvement means any combination of reconstruction, rehabilitation, addition or other improvement of a structure taking place during a (ten) 10 year period in which the cumulative percentage of improvement equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. The designated ten (10) year period begins at the date of the initial improvement to the structure. This term includes structures which have incurred repetitive loss or substantial damage, regardless of the actual repair work performed.

The term does **not** apply to:

- a. Any project for improvement of a building to correct violations of state or local existing health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are minimum necessary to assure safe living conditions, provided that said code deficiencies were not caused by neglect or lack of maintenance on the part of the current or previous owners or;

- b. Any alteration of a “historic structure” provided that the alteration will not preclude the structure’s continued designation as a “historic structure.”

Substantially improved existing manufactured home parks or subdivisions means manufactured home parks or subdivisions where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 50 percent of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

Suspension means the removal, with or without probation, of a participating community from the NFIP because the community failed to adopt and enforce the compliant floodplain management regulations required for participation in the NFIP.

Variance is a grant of relief by the community from the terms of floodplain management regulations.

Violation means the failure of a structure or other development to be fully compliant with the community’s floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in the community’s floodplain management regulations is presumed to be in violation until such time as that documentation is provided.

Watercourse means any flowing body of water including a river, creek, stream, or a branch.

Water surface elevation means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum (NAVD) of 1988, (or other datum, where specified) of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Wet floodproofing – see **Floodproofing Methods**

Zone means a geographical area shown on a Flood Hazard Boundary Map or a Flood Insurance Rate Map that reflects the severity or type of flooding in the area. The following zones are applicable in the City of Hattiesburg:

A Zone is the Area of Special Flood Hazard without base flood elevations determined.

AE Zone is the Area of Special Flood Hazard with base flood elevations determined.

AR/AE, AR/AH, AR/AO, and AR/A Zones are SFHAs that result from the decertification of a previously accredited flood protection system or levee that is in the process of being restored to provide a one percent (1%) chance or greater level of flood protection. After restoration is complete, these areas will still experience residual flooding from other flooding sources.

A99 Zone is that part of the SFHA inundated by the one percent chance flood to be protected from the one percent chance flood by a Federal flood protection system or levee under construction, no base flood elevations are determined.

D Zone is an area in which the flood hazard is undetermined.

X Zones (shaded) are areas of point 2 percent (0.2%) chance flood that are outside of the SFHA with average depths of less than one (1) foot, or with contributing drainage areas of less than one (1) square mile and areas protected by certified levees from the base flood.

X Zones (un-shaded) are areas determined to be outside the SFHA and the point 2 percent (0.2%) chance floodplain.

ARTICLE 3. GENERAL PROVISIONS.

SECTION A. LANDS TO WHICH THIS ORDINANCE APPLIES.

This ordinance shall apply to all special flood hazard areas (SFHAs) within the jurisdiction of the City of Hattiesburg.

SECTION B. BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD.

The areas of special flood hazard identified by the Federal Emergency Management Agency in the Forrest County Flood Insurance Study, dated March 16, 2015, with the accompanying Flood Insurance Rate Map(s) (FIRM) containing various panel numbers indicating the city limits of Hattiesburg, and other supporting data are adopted by reference and declared to be a part of this ordinance.

<u>Map Number</u>	<u>Map Revised Date</u>	<u>Map Number</u>	<u>Map Revised Date</u>
28035C0015D	3/2/2010	28035C0119D	3/2/2010
28035C0020D	3/2/2010	28035C0126D	3/2/2010
28035C0040D	3/2/2010	28035C0127D	3/2/2010
28035C0041D	3/2/2010	28035C0128D	3/2/2010
28035C0042D	3/2/2010	28035C0129D	3/2/2010
28035C0043D	3/2/2010	28035C0135D	3/2/2010
28035C0044D	3/2/2010	28035C0140D	3/2/2010
28035C0062D	3/2/2010	28035C0145D	3/2/2010
28035C0063D	3/2/2010	28035C0155D	3/2/2010
28035C0064D	3/2/2010	28035C0160D	3/2/2010
28035C0070D	3/2/2010	28035C0165D	3/2/2010
28035C0080D	3/2/2010	28035C0170D	3/2/2010
28035C0085D	3/2/2010	28035C0180D	3/2/2010
28035C0101D	3/2/2010	28035C0185D	3/2/2010
28035C0102D	3/2/2010	28035C0190D	3/2/2010
28035C0103D	3/2/2010	28035C0195D	3/2/2010
28035C0104D	3/2/2010	28035C0205D	3/2/2010
28035C0106D	3/2/2010	28035C0210D	3/2/2010
28035C0107D	3/2/2010	28035C0215D	3/2/2010
28035C0108D	3/2/2010	28035C0220D	3/2/2010
28035C0109E	3/16/2015	28035C0230D	3/2/2010
28035C0111D	3/2/2010	28035C0235D	3/2/2010
28035C0112D	3/2/2010	28035C0240D	3/2/2010
28035C0114D	3/2/2010	28035C0245D	3/2/2010
28035C0116D	3/2/2010	28035C0275D	3/2/2010
28035C0117E	3/16/2015	28035C0300D	3/2/2010
28035C0118D	3/2/2010		

The Flood Insurance Study and maps are on file in the Planning Office of the Department of Urban Development, located in the City Hall Building.

SECTION C. USE OF PRELIMINARY FLOOD HAZARD DATA.

When Flood Insurance Studies and Preliminary Flood Insurance Rate Maps have been provided by FEMA:

1. Prior to the issuance of a Letter of Final Determination (LFD) by FEMA, the use of the preliminary flood hazard data shall only be required where no base flood elevations and/or floodway areas exist or where the preliminary base flood elevations or floodway area exceed the base flood elevations and/or floodway widths in the effective flood hazard data provided by FEMA. Such preliminary data may be subject to revision through valid appeals.

2. Upon the issuance of a Letter of Final Determination (LFD) by FEMA, the revised flood hazard data shall be used and replace all previously effective flood hazard data provided by FEMA for the purposes of administering these regulations.

Where adopted regulatory standards conflict, the more stringent base flood elevation shall prevail. Preliminary FIS data may be subject to change by a valid appeal.

SECTION D. ESTABLISHMENT OF FLOODPLAIN DEVELOPMENT PERMIT.

A development permit shall be required in conformance with the provision of this ordinance prior to the commencement of any development activities in identified areas of special flood hazard.

SECTION E. COMPLIANCE.

No structure or land shall hereafter be located, extended, converted or structurally altered without full compliance with the terms of this ordinance and other applicable regulations.

SECTION F. ABROGATION AND GREATER RESTRICTIONS.

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION G. INTERPRETATION.

In the interpretation and application of this ordinance all provisions shall be:

1. Considered as minimum requirements;
2. Liberally construed in favor of the governing body, and;
3. Deemed neither to limit nor repeal any other powers granted under state statutes.

SECTION H: REPETITIVE LOSS STRUCTURES.

The community may declare any existing structure as a repetitive loss structure as required to qualify the structure for increased cost of compliance (ICC) benefits allowed by a National Flood Insurance Program flood policy claim. To be declared a repetitive loss structure, the following conditions must be met:

1. The structure must have a flood insurance policy that includes the increased cost of compliance coverage and;
2. The structure must have been flooded twice during a ten-year period with each flood event causing damage for which the repair cost equaled or exceeded 25% of the market value of the structure.

SECTION I. WARNING AND DISCLAIMER OF LIABILITY.

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur on rare occasions.

Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of governing body of the City of Hattiesburg or by any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

SECTION J. ENFORCEMENT, PENALTIES, AND VIOLATIONS.

1. Any action or inaction which violates the provisions of this ordinance or permit shall

constitute a misdemeanor.

2. Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not exceeding one thousand dollars (\$1,000.00) or imprisonment for a term not exceeding ninety (90) days, or by both such fine and imprisonment in the discretion of the municipal judge, and in addition, shall pay all costs and expenses involved in the case. Each act of violation and each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the Floodplain Administrator from taking such other lawful actions as are necessary to prevent or remedy any violation.

ARTICLE 4. ADMINISTRATION.

SECTION A. DESIGNATION OF FLOOD DAMAGE PREVENTION ORDINANCE ADMINISTRATOR.

The governing body of the City of Hattiesburg hereby appoints the Planning Administrator, or their designee, to administer and implement the provisions of this ordinance and is herein referred to as the Floodplain Administrator and/or the administrator.

SECTION B. PERMIT PROCEDURES.

Application for a Development Permit shall be made to the Floodplain Administrator on forms furnished by him or her prior to any development activities, and may include, but not be limited to, the following plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, earthen fill, storage of materials or equipment, drainage facilities, and the location of the foregoing. Specifically, the following information is required:

1. Application Stage.
 - a. Elevation in relation to mean sea level of the proposed lowest floor (including basement) of all buildings, which will be submitted on a FEMA Elevation Certificate by a State of Mississippi registered engineer or surveyor;
 - b. Elevation in relation to mean sea level to which any non-residential building in an A or AE Zone will be floodproofed;
 - c. Certificate from a State of Mississippi registered professional engineer or architect that the non-residential floodproofed building will meet the floodproofing criteria in Article 4, Section B-2 and Article 5, Section C-2;
 - d. No floodplain development permit can be issued to any mobile, modular, or permanently constructed residence, building or facility unless the owner, lessee, or developer obtains a Notice of Intent from the Mississippi State Health Department, pursuant to the MS Individual On-Site Wastewater Disposal System Law (2009), for unsewered areas of the City.
 - e. Description of the extent to which any watercourse will be altered or relocated as result of proposed development.

2. Construction Stage:

Upon establishment/placement of the lowest floor, before framing continues, including any approved floodproofing method, by whatever construction means, it shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the NAVD or NGVD elevation of the lowest floor or floodproofed elevation, as built, in relation to mean sea level. Said certification shall be prepared by or under the direct supervision of a registered land

surveyor or professional engineer, who is authorized by the state of Mississippi to certify such information, and certified by same. When floodproofing is utilized for a particular building said certification shall be prepared by or under the direct supervision of a professional engineer or architect, who is authorized by the state of Mississippi to certify such information, and certified by same. Floodproofing shall be required to be one (1) foot above the base flood elevation.

Any work undertaken prior to submission of the certification shall be at the permit holder's risk. The Floodplain Administrator shall review the lowest floor & floodproofing elevation survey data submitted. The permit holder immediately and prior to further progressive work being permitted to proceed shall correct deficiencies detected by such review. Failure to submit the survey or failure to make said corrections required hereby shall be cause to issue a stop-work order for the project.

In any lot or lots/areas that have been removed from the special flood hazard area via a Letter of Map Revision Based on Fill, and if the top of fill level is below the freeboard elevation, all new structures, additions to existing buildings or substantial improvement must meet the required community freeboard elevation.

3. Finished Construction:

Upon completion of construction, a FEMA elevation certificate which depicts all finished construction elevations is required to be submitted to the Floodplain Administrator. If the project includes a floodproofing measure, a FEMA floodproofing certificate is required to be submitted by the permit holder to the Floodplain Administrator.

SECTION C. POWERS, DUTIES, AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR.

The Floodplain Administrator and his or her designated staff is hereby authorized and directed to enforce the provisions of this ordinance. The Administrator is further authorized to render interpretations of this ordinance, which are consistent with its spirit and purpose.

1. Right of Entry

- a. Whenever necessary to make an inspection to enforce any of the provisions of this ordinance, or whenever the Administrator has reasonable cause to believe that there exists in any building or upon any premises any condition or ordinance violation which makes such building, structure or premises unsafe, dangerous or hazardous, the Administrator may enter such building, structure or premises at all reasonable times to inspect the same or perform any duty imposed upon the Administrator by this ordinance.
- b. If such building or premises are occupied, the Administrator shall first present proper credentials and request entry. If such building, structure, or premises are unoccupied, he shall first make a reasonable effort to locate the owner or other persons having charge or control of such building or premises.
- c. If entry is refused, the Administrator shall have recourse to every remedy provided by law to secure entry.
- d. When the Administrator shall have first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or any other persons having charge, care or control of any building, structure, or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the Administrator for the purpose of inspection and examination pursuant to this ordinance.

2. Duties of the administrator shall include, but not be limited to:

- a. Review all development permits to assure that the permit requirements of this ordinance have been satisfied.

- b. Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334. Additionally, require the permittee to obtain and submit copies of any required federal or state permits and maintain them on file with the development permit.
- c. Perform a minimum of three inspections to ensure that all applicable ordinance and floodplain development requirements have been satisfied. The first inspection upon the establishment of the Base Flood Elevation reference mark at the development site; the second upon the establishment of the structure's footprint prior to pouring the slab or the establishment of the lowest floor in an elevated foundation system; and the final inspection upon completion and submission of the required finished construction elevation certificate.
- d. Verify any required setback distances.
- e. Verify that all placement of fill or grading is according to certified plans. Assure that any fill being used as part of the structure's foundation system is both clean material and properly compacted and placed. A professional certification that the foundation footings of any structure built on fill was engineered and is reasonably safe from flooding must be requested of the builder/developer, and the owner/contractor must provide density reports from a licensed testing agency showing that the fill meets a 95% compaction ratio.
- f. Verify adequate placement and size of any required flood vents in regard to the number of openings, their location, size, and height above ground level.
- g. Ensure that a crawlspace has adequate vents or openings and that the interior grade is at or above the exterior grade. The foundation must be vented to comply with the floodplain ordinance as well as the currently adopted building code.
- h. Verify that the structure's utilities, duct work, and HVAC systems are at or above the base flood elevation.
- i. Notify adjacent communities, the NFIP State Coordinator, and other federal and/or state agencies with statutory or regulatory authority prior to any alteration or relocation of a watercourse.
- j. Assure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is maintained.
- k. Verify and record the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new construction and substantially improved buildings, in accordance with Article 4, Section 2-B). Information must be recorded on the FEMA Elevation Certificate.
- l. Verify and record the actual elevation (in relation to mean sea level) to which the new construction and substantially improved buildings have been floodproofed, in accordance with Article 4, Section 2-B). Information must be recorded on the FEMA Elevation Certificate.
- m. Review certified plans and specifications for compliance.
- n. Make the necessary interpretation where interpretation is needed as to the exact location of boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). The

person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this Article.

- o. Obtain, review and reasonably utilize any base flood elevation and floodway data available from a federal, state or other source when base flood elevation data or floodway data have not been provided in accordance with Article 3, Section B, in order to administer the provisions of Article 5.
- p. Provide information, testimony, or other evidence, as needed during variance request hearings.
- q. Conduct the following actions when damage occurs to a building or buildings:
 - 1. Determine whether damaged structures are located within the Special Flood Hazard Area;
 - 2. Conduct damage assessments for those damaged structures located in the SFHA, and;
 - 3. Make a reasonable attempt to notify owner(s) of damaged structure(s) of the requirement to obtain a building permit / floodplain development permit prior to repair, rehabilitation, or reconstruction.
- r. Perform such other inspections as may be required to insure compliance with the other provisions of this ordinance.

ARTICLE 5. PROVISIONS FOR FLOOD HAZARD REDUCTION.

SECTION A. GENERAL STANDARDS.

In all areas of special flood hazard the following provisions are required:

- 1. New construction and substantial improvements shall be anchored to prevent flotation, collapse and lateral movement of the structure.
- 2. Manufactured homes shall be anchored to prevent flotation, collapse, and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. Dry stacked blocks/piers (stacked without the use of mortar or cement to bond them together) are not acceptable as an anchor/elevation method. Only reinforced blocks/piers (with concrete and metal dowels) are allowed as an approved anchor/elevation method. This standard shall be in addition to and consistent with applicable state requirements for resisting wind forces.
- 3. New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
- 4. New construction or substantial improvements shall be constructed by methods and practices that minimize flood damage.
- 5. Electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities, including ductwork, shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding, such facilities shall be located a minimum of one foot (1') above the Base Flood Elevation.
- 6. New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.

7. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.
8. On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
9. Any alteration, repair, reconstruction or improvements to a building that is in compliance with the provisions of this ordinance shall meet the requirements of “new construction” as contained in this ordinance.
10. Any alteration, repair, reconstruction or improvements to a building that is not in compliance with the provisions of this ordinance, shall be undertaken only if said non-conformity shall meet the requirements of “new construction” as contained in this ordinance.
11. All gas and liquid storage tanks (both above and below ground) shall be adequately anchored to prevent floatation, lateral movement resulting from hydrodynamic forces, and the effects of buoyancy.
12. When new construction and substantial improvements are located in multiple flood zones or in a flood zone with multiple base flood elevations, they shall meet the requirement for the more stringent flood zone and the highest base flood elevation.
13. New construction and substantial improvement of any building inside the SFHA, shall have the lowest floor (including basement) at least one (1) foot above the base flood elevation or at least one foot above the centerline of the designated street, whichever is greater. Areas outside the SFHA shall be elevated in accordance with Article 5, Section B.
14. All new horizontal additions must have the lowest floor and all HVAC, including ductwork, elevated to the regulatory base flood elevation.
15. New construction and substantial improvements of structures built on fill shall be constructed on properly designed and compacted fill that extends 10 feet to 15 feet beyond the building walls before dropping below the base flood elevation, and shall have appropriate protection from erosion and scour as follows:
 - a. Fill sites, upon which structures will be constructed or placed, must be compacted to 95 percent of the maximum density obtainable with the Standard Proctor Test method or an acceptable equivalent method.
 - b. Fill slopes shall be no steeper than one (1) foot vertical to two feet horizontal.
 - c. Adequate protection against erosion is must be provided for fill slopes. When expected velocities during the occurrence of the base flood are greater than five feet per second, armoring with stone or rock protection or material that will provide equivalent resistance will be provided. When expected velocities during the base flood are five feet per second or appropriate protection shall be provided by covering them with vegetative cover at a minimum.
 - d. Fill shall be composed of clean granular or earthen material.
16. Storage or processing of materials that are hazardous, flammable, explosive, or in time of flooding could become buoyant and pose an obstruction to flow, are prohibited within the community special flood hazard areas, to include identified floodways. Storage of material or equipment not otherwise prohibited shall be firmly anchored to prevent flotation.

SECTION B. STANDARDS FOR X ZONES (SHADED/UN-SHADED).

Any area outside the FEMA studied areas lying along blue line streams shown on the United

States Department of the Interior Geological Survey quadrants of which the City of Hattiesburg is contained and/or areas with flood prone soils which are contiguous to blue line streams as shown on the City of Hattiesburg Flood Prone Soils Map shall also be considered community flood hazard areas.

1. Compliance with the City of Hattiesburg's Land Development Code, Ordinance Number 2330, as amended, specifically the section for Natural Stream Buffers, Protection during Land Disturbance Activities and Detention/Retention Areas for all zones, both inside and outside the SFHA.
2. Compliance with the City of Hattiesburg Code of Ordinances, specifically Section 22-6 regulations for first floor elevation of all structures erected in all zones of the City.
3. The X Zones (shaded/un-shaded) are considered to be low to moderate risk flood zones and are located outside the community's delineated special flood hazard area and include the following:
 - a. Areas outside the one percent (1%) chance flood zone, but within the point 2 percent (0.2%) chance flood zone, as determined by a detailed study;
 - b. Areas outside the point 2 percent (0.2%) chance flood zone as determined by a detailed study, and;
 - c. Areas that have not yet been studied.
4. The community reserves the right to require further studies for any development within its jurisdiction, if there is evidence that a potential flood hazard exists. Studies can be used to designate community flood hazard areas. Such evidence may include but shall not be limited to:
 - a. Eyewitness reports of historic flooding or other reports of historic flooding deemed credible by the community;
 - b. Geologic features observed that resemble floodplains (such as flat areas along streams);
 - c. Proximity to manmade or natural constrictions such as road crossings that can cause backwater effects, and;
 - d. Drainage basin characteristics such as drainage area, slope, percent impervious cover, land use, etc.

SECTION C. SPECIFIC STANDARDS FOR AREAS WITH BASE FLOOD ELEVATIONS AND/OR FLOODWAYS (aka AE ZONES).

In all areas of special flood hazard designated on the community's FIRM, where base flood elevation data have been provided, as set forth in Article 3, Section B, the following provisions, in addition to the general standards of Article 5, Section A, are required:

1. Residential Construction. New construction and substantial improvement of any residential building (including manufactured home) shall have the lowest floor, including basement, elevated to no lower than one foot (1') above the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, flood openings sufficient to automatically equalize hydrostatic flood forces on exterior walls of enclosures that are subject to flooding, shall be provided in accordance with standards of Article 5, Section C-4. New development proposals will be designed, to the maximum extent practicable, so residential building sites, walkways, driveways, and roadways are located at natural grade with elevation not less than the base flood elevation and with evacuation routes leading directly out of the special flood hazard area.

2. Non-Residential Construction. New construction and substantial improvement of any commercial, industrial, or non-residential building (including manufactured building) shall have the lowest floor, including basement, elevated to no lower than one foot (1') above the base flood elevation. Buildings located in all A Zones may, together with attendant utility and sanitary facilities, be floodproofed in lieu of being elevated provided that all areas of the building below the base flood elevation (plus a minimum of one foot (1') of freeboard) are water tight with walls substantially impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. Dry floodproofing is allowed only where flood velocities are less than or equal to five feet per second. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. A Flood Emergency Operation Plan and an Inspection and Maintenance Plan must be provided by the design professional for the building. Such certification shall be provided to the Floodplain Administrator. New development proposals will be designed, to the maximum extent practicable, so non-residential building sites, walkways, driveways, and roadways are located at natural grade with elevation not less than the base flood elevation and with evacuation routes leading directly out of the special flood hazard area
3. In special flood hazard areas with base flood elevations (AE Zones) but without floodways, no encroachments, including fill material or structures, shall be permitted unless certification by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community. The engineering certification must be supported by technical data that conforms to standard hydraulic engineering principles.
4. Enclosures. New construction and substantial improvements that include fully enclosed areas formed by foundation and other exterior walls below the lowest floor shall be designed to preclude finished living space and designed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls. Total enclosed areas will be limited to three hundred (300) feet. Enclosed areas, including crawl spaces, shall be used solely for parking of vehicles, building access, and storage.
 - a. Designs for complying with this requirement must either be certified by a professional engineer or architect or meet or exceed the following criteria:
 - (i) Provide a minimum of two openings, on different sides of each enclosed area; if a structure has more than one (1) enclosed area below the base flood elevation, each shall have openings on exterior walls;
 - (ii) The total net area of all openings shall be at least one (1) square inch for each square foot of enclosed area, or the openings shall be designed and the construction documents shall include a statement that the design and installation will provide for equalization of hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of floodwaters;
 - (iii) The bottom of all openings shall be no higher than one (1) foot above interior grade (which must be equal to in elevation or higher than the exterior grade);
 - (iv) Openings shall allow the passage of a three inch sphere.
 - (v) Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwaters in both directions and automatically equalize hydrostatic flood loads on exterior walls, and;
 - b. Access to the enclosed area shall be minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the living area (stairway or elevator); and,

- c. The interior portion of such enclosed area shall not be finished or partitioned into separate rooms.
 - d. Property owners shall be required to execute a flood openings/venting affidavit acknowledging that all openings will be maintained as flood vents, and that the elimination or alteration of the openings in any way will violate the requirements of Article 5, Section C. Periodic inspections will be conducted by the Floodplain Administrator to ensure compliance.
5. Detached storage buildings, sheds, or other like accessory improvements, excluding detached garages, carports, and boat houses, shall solely be used for parking of vehicles and storage, and will be allowed up to no more than three hundred (300) square feet of unfinished, non-partitioned and enclosed storage space. Such storage space shall not be used for human habitation and shall be limited to storage of items that can withstand exposure to the elements and have low flood damage potential. The storage space shall be constructed of flood resistant or breakaway materials, and equipment and service utilities, such as electrical outlets, shall be limited to essential lighting and other incidental uses, and must be elevated or floodproofed. Flood openings in accordance with the standards of Article 5 Section C-4 shall also be required. These accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters. Accessory improvements and other apparent structures shall be firmly anchored to prevent flotation that may result in damage to other structures.
6. Property owners shall be required to execute and record with the structure's deed a non-conversion agreement declaring that the area below the lowest floor of the structure or the detached accessory building shall not be improved, finished or otherwise converted; the community will have the right to inspect the enclosed area.
7. Standards for Manufactured Homes and Recreational Vehicles.
- a. All manufactured homes placed, or substantially improved, on individual lots or parcels, in existing manufactured home parks or subdivisions, in expansions to existing manufactured home parks or subdivisions, in new manufactured home parks or subdivisions or in substantially improved manufactured home parks or subdivisions, must meet all the requirements for new construction, including elevation and anchoring and the flood openings requirements of Article 5 Section C-3. Manufactured homes must be:
 - (i) Elevated on a permanent foundation to have its lowest floor elevated to no lower than one foot (1') above the base flood elevation, and;
 - (ii) Securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
 - b. All manufactured homes placed or substantially improved, excepting manufactured homes that have incurred substantial damage as a result of a flood, in an existing manufactured home park or subdivision must be elevated so that:
 - (i) The lowest floor of the manufactured home is elevated to no lower than one foot (1') above the base flood elevation and be securely anchored to an adequately anchored foundation support system to resist floatation, collapse, and lateral movement.
 - c. All recreational vehicles placed on sites must either:
 - (i) Be on site for fewer than 180 consecutive days and shall leave the site for at least seven consecutive days and obtain a new permit before returning to the same site,
 - (ii) Be fully licensed and ready for highway use, or

- (iii) Must meet all the requirements for new construction, including anchoring and elevation requirements of this Article 5, Section C 7 a. or Article 5, Section C 7 b. (i) above.

A recreational vehicle is ready for highway use if it is licensed and insured in accordance with the State of Mississippi motor vehicle regulations, is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions.

8. Floodways. Located within areas of special flood hazard adopted by reference in Article 3, Section B, are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles and has erosion potential, the following provisions shall apply:
 - a. Prohibit encroachments, including fill, new construction, substantial improvements, and other developments unless certification (with supporting technical data) by a registered professional engineer is provided demonstrating that encroachments shall not result in any increase in flood levels during occurrence of the base flood discharge;
 - b. If Article 5, Section C-7a above is satisfied, all new construction and substantial improvements shall comply with all applicable flood damage prevention standards of Article 5.
 - c. Prohibit the placement of manufactured homes (mobile homes), except in an existing manufactured homes (mobile homes) park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring standards of Article 5, Section A (2), and the standards of Article 5, Section C-1 through C-2 and the encroachment standards of this Article 5, Section C-8a, are met.
 - d. Encouraged uses within the floodway may include: general farming, pasture, outdoor plant nurseries, horticulture, forestry, wildlife sanctuary, game farm, and other similar agricultural, wildlife, and related uses. Also lawns, gardens, athletic fields, play areas, picnic grounds, and hiking, horseback riding trails and driveways are acceptable uses, provided that they do not employ structures or fill. These encouraged uses may require certification (with supporting technical data) by a registered professional engineer demonstrating that encroachments shall not result in any increase in flood levels during occurrence of the base flood discharge. The uses in this subsection are permissible only if and to the extent that they do not cause any increase in flood levels during the base flood discharge.

SECTION D. STANDARDS FOR AREAS WITHOUT BASE FLOOD ELEVATIONS AND FLOODWAYS (aka A Zone).

When base flood elevation data and floodway data are not available in accordance with Article 3, Section A, in Special Flood Hazard Areas without base flood elevation data, new construction and substantial improvements shall be elevated or floodproofed to elevations established by the community. The following provisions in addition to the standards of Article 5 Section A and the enclosure standards of Article 5 Section C-4 shall apply:

1. Require that all new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than five lots or one and one half (1 ½) acres, whichever is lesser; include within such proposals base flood elevation data;
2. The Floodplain Administrator shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal, state, or other source, in order to administer the provisions of Article 5. When such data are available, standards of Article 5,

Section C, shall apply. If data is not available from Article 5 Section D-1 or outside sources, then the following provisions shall apply.

3. No encroachments, including fill material or other development, shall be located within a distance of the stream bank equal to five times the width of the stream at the top of the bank or twenty feet each side from the top of the bank, whichever is greater, unless certification by a registered professional engineer is provided demonstrating that such encroachment shall not result in any increase in flood levels during the occurrence of the base flood discharge. The enclosure standards of Article 5, Section C (4) shall apply.
4. The Floodplain Administrator shall require that a single lot applicant develop the base flood elevation for the development site, utilizing accepted engineering practices and procedures. Upon review of the submitted data, the Administrator may accept or reject the proposed base flood elevation. When such data is accepted, standards of Article 5, Section C, shall apply.
5. Fill within the area of special flood hazard shall result in no net loss of natural floodplain storage. The volume of loss of floodwater storage due to filling in the special flood hazard area shall be offset by providing an equal volume of flood storage by excavation or other compensatory measures at or adjacent to the development site.
6. Notify, in riverine situations, adjacent communities and the State Coordinating Office prior to any alteration or relocation of a watercourse, and submit copies of such notifications to FEMA. Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.
7. Require that all manufactured homes be placed or installed using methods and practices which minimize flood damage. Manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Dry stacked blocks/piers (stacked without the use of mortar or cement to bond them together) are not acceptable as an anchor/elevation method. Only reinforced blocks/piers (with concrete and metal dowels) are allowed as an approved anchor/elevation method, within the Special Flood Hazard Area.

SECTION E. STANDARDS FOR SUBDIVISION PROPOSALS AND OTHER PROPOSED DEVELOPMENT WITHIN A SPECIAL FLOOD HAZARD AREA.

1. All subdivision proposals shall be consistent with the need to minimize flood damage;
2. All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;
3. All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards, and;
4. Base flood elevation data shall be provided for all new subdivision proposals and other proposed development (including manufactured home parks and subdivisions), which is greater than five (5) lots or one and one-half (1 ½) acres, whichever is the lesser.
5. All subdivision and other development proposals which involve disturbing more than one (1) acre of land shall include a stormwater management plan which is designed to limit peak runoff from the site to predevelopment levels for the one (1), ten (10), and twenty-five (25)-year rainfall event. These plans shall be designed to limit adverse impacts to downstream channels and floodplains. Single residential lots involving less than one (1) acre of land disturbance are not subject to this regulation.
6. All preliminary plans for platted subdivisions shall identify the flood hazard area and the elevation of the base flood.
7. All final subdivision plats will provide the boundary of the special flood hazard area, the

floodway boundary, and the base flood elevations.

- 8. In platted subdivisions, all proposed lots or parcels that will be future building sites shall have a minimum buildable area, as defined in the Land Development Code, outside the natural (non-filled) one percent (1%) chance annual floodplain. The buildable area shall be large enough to accommodate any primary structure and associated structures.
- 9. Approval shall not be given for streets within a subdivision, which would be subject to flooding in the base flood. All street surfaces must be located at or above the base flood elevation.
- 10. Each proposed parcel must have a designated buildable pad or site above the one percent (1%) chance floodplain. The distance of the buildable pad or site above the one percent (1%) chance floodplain shall depend on the slope of the ground and in accordance with the following table:

Distance in feet from A Zone [one percent (1%) chance floodplain]	Minimum Slope from A Zone – one percent (1%) flood plain to ground level at pad
20	5%
30	3.33%
40	2.50%
50	2.0%
60	1.67%
70	1.43%
80	1.25%
90	1.11%
100	1.0%

Residential and non-residential structures finished floor elevation also must be elevated one and one-half feet (1.5') above the adjacent average grade or one foot (1') above highest adjacent street centerline as per the existing regulation, whichever is higher.

- 11. The subdivider/applicant must comply with the following:
 - a. File restrictive covenants on the lot or lots prohibiting construction within the designated special flood hazard area and requirement for lowest floor elevation.
 - b. Place a statement on the face of the final plat prohibiting construction in the designated area of special flood hazard.

SECTION F. CRITICAL FACILITIES.

Construction of new and substantially improved critical facilities shall be located outside the limits of the special flood hazard area (one percent (1%) chance floodplain). Construction of new critical facilities shall be permissible within the SFHA only if no feasible alternative site is available and access to the facilities remains available during a point 2 percent (0.2%) chance flood. Critical facilities constructed within the SFHA shall have the lowest floor elevated three feet six inches above the base flood elevation at the site (or to the point 2 percent (0.2%) chance flood elevation whichever is greater). Floodproofing and sealing measures must be implemented to ensure that toxic substances will not be displaced by or released into floodwaters. Multiple access routes, elevated to or above the point 2 percent (0.2%) flood elevation, shall be provided to all critical facilities to the maximum extent possible. Critical facilities must not only be protected to or above the point 2 percent (0.2%) chance flood, but must remain operable during such an event. The community's flood response plan must list facilities considered critical in a flood, since loss of access can cause a critical situation. Other facilities in low risk flood zones that may also be needed to support flood response efforts must be included on the critical facility list. The use of any structure shall not be changed to a critical facility, where such a change in use will render the new critical facility out of conformance with

this section. The list of the operators of the critical facilities affected by flooding must be updated at least annually, as part of the community critical facility planning procedures.

ARTICLE 6. VARIANCE PROCEDURES.

SECTION A. DESIGNATION AND DUTIES OF VARIANCE AND APPEALS BOARD.

1. When it is alleged an error in any requirement, decision, or determination is made by the Floodplain Administrator in the enforcement or administration of this ordinance or a request for a variance with any requirement of this ordinance the Hattiesburg Planning Commission, hereafter known as the “HPC”, as established by the City Council of the City of Hattiesburg, shall hear and decide appeals and requests for variances from requirements of this ordinance.
2. Any person aggrieved by the recommendation of “HPC” may appeal such decision to the City Council.
3. Any person aggrieved by the decision of the City Council may appeal such decision to the Circuit Court, as provided in Mississippi Code Annotated, § 11-51-75 (1972).
4. Variances from the requirements of this code will not be issued except for:
 - a. functionally dependent historic structures which meet all criteria in Article 6, Section E of this ordinance,
 - b. subdivision studies for properties in an A zone as outlined in Article, 5, Section E, Section 10 & 11 of this ordinance, or
 - c. properties that are fully compliant with wet-floodproofing methods as outlined in the definitions.

SECTION B. VARIANCE PROCEDURES.

In passing upon such applications, the “HPC” shall consider all technical evaluations, relevant factors, and standards specified in other sections of this ordinance, and:

1. The evaluation must be based on the characteristics unique to that property and not be shared by adjacent parcels. The characteristics must pertain to the land itself, not to the structure, its inhabitants, or its owners;
2. Variances should never be granted for multiple lots, phases of subdivisions, or entire subdivisions;
3. The danger that materials may be swept onto other lands to the injury of others;
4. The danger of life and property due to flooding or erosion damage;
5. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner and the community;
6. The importance of the services provided by the proposed facility to the community;
7. The necessity of the facility to be at a waterfront location, where applicable;
8. The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
9. The compatibility of the proposed use with existing and anticipated development;
10. The relationship of the proposed use to the comprehensive plan and floodplain

management program for that area;

11. The safety of access to the property in times of flood for ordinary and emergency vehicles;
12. The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site, and;
13. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges and culverts.
14. Upon consideration of factors listed above, and the purpose of this ordinance, the "HPC" may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.
15. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

SECTION C. CONDITIONS FOR SPECIFIED VARIANCE TYPES.

1. Variances shall only be issued when there is:
 - a. A showing of good and sufficient cause;
 - b. A determination that failure to grant the variance would result in exceptional hardship, and;
 - c. A determination that the granting of a variance will not result in increased flood heights, additional threats to public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
2. The provisions of this ordinance are minimum standards for flood loss reduction; therefore any deviation from the standards must be weighed carefully. Variances shall only be issued upon a determination that the variance is the minimum necessary deviation from the requirements of this ordinance, considering the flood hazard, to afford relief. In the instance of a Historic Structure, a determination that the variance is the minimum necessary so as not to destroy the historic character and design of the building. (See Article 6, Section E.)
3. Any applicant to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation and the elevation to which the lowest floor is to be built and stating that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.
4. The Floodplain Administrator shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency and Mississippi Emergency Management Agency upon request. (See Article 6 Section D-3.)
5. Upon consideration of the factors listed above and the purposes of this ordinance, the "HPC" may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.
6. Variances shall not be issued "after the fact."

SECTION D. VARIANCE NOTIFICATION.

Any applicant to whom a variance is granted shall be given written notice over the signature of a community official that:

1. The issuance of a variance to construct a structure below the base flood elevation will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage, and;

2. Such construction below the base flood level increases risks to life and property.

A copy of the notice shall be recorded by the Floodplain Administrator in the Office of the City of Hattiesburg Recorder and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.

The Floodplain Administrator will maintain a record of all variance actions, including justification for their issuance, and report such variances issued in the community's biennial report submission to the Federal Emergency Management Agency.

SECTION E. HISTORIC STRUCTURES.

Historic structures may apply for a variance. If the repair or rehabilitation to a historic structure meet the following three criteria, the buildings will not have to be elevated or flood proofed.

1. **The building must be a bona-fide "historic structure."** As followed by definition.
2. **The project must maintain the historic status of the structure.** If the proposed improvements to the structure will result in it being removed from or ineligible for the National Register or federally-certified state or local inventory, then the proposal cannot be granted an exemption from the substantial improvement rule.
 - a. Written review and approval of proposed plans by the local historic preservation board and/or the Historic Planner, if it is federally-certified, or by the state historic preservation office. If the plans are approved, you can grant the exemption. If no, no exemption can be permitted.
3. **Take all possible flood damage reduction measures.** Even though the exemption to the substantial improvement rule means the building does not have to be elevated to or above BFE, or be renovated with flood-resistant materials that are not historically sensitive, many things can and should be done to reduce the flood damage potential. Examples include:
 - Locating mechanical and electrical equipment above the BFE or floodproofing it.
 - Elevating the lowest floor of an addition to or above the BFE with the change in floor elevation disguised externally.
 - Building the lowest floor of an addition with flood-resistant materials and providing hydrostatic openings.

SECTION F. SPECIAL CONDITIONS.

Upon consideration of the factors listed in Article 6, and the purposes of this ordinance, the Hattiesburg Planning Commission may attach such conditions to the granting of variances, as it deems necessary to further the purposes of this ordinance.

SECTION G. FLOODWAY.

Variances shall not be issued within any designated regulatory floodway if any increase in flood levels during the base flood discharge would result.

ARTICLE 7. SEVERABILITY.

If any section, clause, sentence, or phrase of the Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Ordinance."

SECTION 2. That Ordinance Number 3165, adopted August 4, 2015, and any other ordinances in conflict thereof are hereby repealed.

SECTION 3. This Ordinance shall take effect and be in force immediately after passage as provided by law. It is vital to the public health, safety, and welfare and is necessary for residents within SHFA to be able to obtain flood insurance.

The foregoing ordinance having been reduced to writing was introduced by Councilman _____, seconded by Councilman _____ and was adopted by the following vote, to wit:

Yeas:

Nays:

The president hereby declared the motion carried and the Ordinance adopted and approved on this, the _____, day of _____, A.D., 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Ordinance having been submitted to and approved by the Mayor this, the _____ day of _____, A.D., 2018.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____

**AN ORDINANCE AMENDING ORDINANCE
NUMBER 3165, ADOPTED AUGUST 4, 2015,
TO AMEND CHAPTER 10 OF THE CODE OF
ORDINANCES AND UPDATE THE FLOOD
DAMAGE PREVENTION ORDINANCE
FOR THE CITY OF HATTIESBURG.**

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

SECTION 1. That Chapter 10 of the Code of Ordinances, be and the same is hereby amended to read as follows, to wit:

“ARTICLE 1. STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND OBJECTIVES.

SECTION A. STATUTORY AUTHORIZATION.

The Legislature of the State of Mississippi has in Title 17, Chapter 1, Mississippi Code 1972 Annotated delegated the responsibility to local government units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the governing body of the City of Hattiesburg does hereby adopt the following floodplain management regulations.

SECTION B. FINDINGS OF FACT.

1. The City of Hattiesburg is subject to periodic inundation, which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
2. These flood losses are caused by the cumulative effect of obstructions, both inside and outside the identified Special Flood Hazard Areas, causing increases in flood heights and velocities, and by the occupancy in flood hazard areas by uses vulnerable to floods or hazardous to other lands which are inadequately elevated, floodproofed, or otherwise unprotected from flood damages.

SECTION C. STATEMENT OF PURPOSE.

It is the purpose of this ordinance to promote the public health, safety, and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

1. Restrict or prohibit uses which are dangerous to health, safety, and property due to water or erosion hazards, which result in damaging increases in erosion or in flood heights or velocities;
2. Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
3. Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters;
4. Control filling, grading, dredging, and other development which may increase erosion or flood damage, and;
5. Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

SECTION D. OBJECTIVES.

The objectives of this ordinance are:

1. To protect human life and health;
2. To minimize expenditure of public money for costly flood control projects;
3. To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
4. To minimize prolonged business interruptions;
5. To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
6. To help maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize flood blight areas, and;
7. To ensure that potential homebuyers are notified that property is in a flood prone area.

SECTION E. METHODS OF REDUCING FLOOD LOSSES.

In order to accomplish its purposes, this ordinance includes methods and provisions for:

1. Restricting or prohibiting uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;
2. Requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
3. Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;
4. Controlling filling, grading, dredging, and other development which may increase flood damage, and;
5. Preventing or regulating the construction of flood barriers that will unnaturally divert floodwaters or may increase flood hazards in other areas.

ARTICLE 2. DEFINITIONS.

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance it's most reasonable application.

A, AE, AR/AE, AR/AH, AR/AO, AR/A and A99 zones - see **Zones**

Accessory structure (Appurtenant structure) means a structure, which is located on the same parcel of property as the principal structure, and the use of which is incidental to the use of the principal structure. Accessory structures should constitute a minimal initial investment, may not be used for human habitation, and be designed to have minimal flood damage potential. Examples of accessory structures are detached garages, carports, storage sheds, pole barns, and hay sheds.

Addition (to an existing building) means any walled and roofed expansion to the perimeter or height of a building. Any addition shall be considered new construction. If the addition is more than 50% of the market value of the structure, then the addition and the existing structure are now new construction.

Appeal means a request for a review of the Floodplain Administrator's interpretation of any provision of this ordinance or a request for a variance.

Area of shallow flooding means a designated AO or AH Zone on the community's Flood Insurance Rate Map (FIRM) with a 1 percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of

flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of special flood hazard is the land in the floodplain within a community subject to a one percent (1%) or greater chance of flooding in any given year. This area is also referred to as the Special Flood Hazard Area (SFHA).

Base flood means the flood having a one percent (1%) chance of being equaled or exceeded in any given year (also called the “one percent (1%) chance flood”).

Base Flood Elevation (BFE) is the elevation shown in the Flood Insurance Study (FIS) for Zones AE, AH, AR, AR/A, AR/AE, AR/AH, and AR/AO that indicates the water surface elevation resulting from a flood that has a one percent (1%) or greater annual chance of being equaled or exceeded in any given year.

Basement means any portion of a building having its floor sub-grade (below ground level) on all sides.

Buildings -see **Structure**.

Community means any State or area or political subdivision thereof, which has the authority to adopt and enforce floodplain regulations for the areas within its jurisdiction.

Community Floodplain Management Map means any map produced by the community utilizing best available base flood elevation and floodway data that is from a federal, state, or other accepted technical source.

Community Rating System (CRS) is a program developed by the Federal Insurance Administration to provide incentives for those communities in the Regular Program that have gone beyond the minimum floodplain management requirements to develop extra measures to provide protection from flooding.

Community Flood Hazard Area (CFHA) is an area that has been determined by the Floodplain Administrator (or other delegated, designated, or qualified community official) from available technical studies, historical information, and other available and reliable sources, which may be subject to periodic inundation by floodwaters that can adversely affect the public health, safety and general welfare. This includes areas downstream from dams.

Conditional Letter of Map Revision (CLOMR) - see **Letter of Map Change (LOMC)**

Critical facility (also called critical action) means facilities for which the effects of even a slight chance of flooding would be too great. The minimum floodplain of concern for critical facilities is the point 2 percent (0.2%) chance flood level. Critical facilities include, but are not limited, to facilities critical to the health and safety of the public such as: emergency operations centers, designated public shelters, schools, nursing homes, hospitals, police, fire and emergency response installations, vital data storage centers, power generation, water and other utilities (including related infrastructure such as principal points of utility systems) and installations which produce, use or store hazardous materials or hazardous waste (as defined under the Clean Water Act and other Federal statutes and regulations).

D Zone - see **Zones**

Dam is any artificial barrier, including appurtenant works, constructed to impound or divert water, waste water, liquid borne materials, or solids that may flow if saturated. All structures necessary to maintain the water level in an impoundment or to divert a stream from its course will be considered a dam including:

High hazard dam means a class of dam in which failure may cause loss of life, serious damage to residential, industrial, or commercial buildings; or damage to, or disruption

of, important public utilities or transportation facilities such as major highways or railroads. Dams which meet the statutory thresholds for regulation that are proposed for construction in established or proposed residential, commercial, or industrial areas will be assigned this classification, unless the applicant provides convincing evidence to the contrary. A development permit is required for a structure and any associated fill downstream from a dam at any location where flooding can be reasonably anticipated from principal or emergency spillway discharges, or from overtopping and failure of the dam.

Low hazard dam means a class of dam in which failure would at the most result in damage to agricultural land, farm buildings (excluding residences), or minor roads.

Significant hazard dam means a dam assigned the significant hazard potential classification where failure may cause damage to main roads, minor railroads, or cause interruption of use, or service of relatively important public utilities.

Development means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, or storage of materials or equipment.

Dry Floodproofing – see **Floodproofing Methods**

Elevated building means for insurance purposes, a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, pilings, columns, or piers.

Elevation Certificate is a FEMA form used as a certified statement that verifies a building's elevation information.

Emergency Program means the first phase under which a community participates in the NFIP. It is intended to provide a first layer amount of insurance coverage for all insurable buildings in that community before the effective date of the initial FIRM.

Enclosure Below the Lowest Floor - see **"Lowest Floor."**

Encroachment means the advance or infringement of uses, plant growth, fill, excavation, buildings, structures or development into a floodplain, which may impede or alter the flow capacity of a floodplain.

Executive Order 11988 (Floodplain Management) this order requires that no federally assisted activities be conducted in or have the potential to affect identified Special Flood Hazard Areas, unless there is no practicable alternative.

Executive Order 11990 (Wetlands Protection) this order requires the avoidance of adverse impacts associated with the destruction or modification of wetlands.

Existing Construction means structures for which the "start of construction" commenced before initial FIRM. Existing construction may also be referred to as existing structures.

Existing manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

Expansion to an existing manufactured home park or subdivision includes the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured

homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Fill means a deposit of earthen materials placed by artificial means.

Five-Hundred (500) Year Flood means the flood that has a point 2 percent (0.2%) chance of being equaled or exceeded in any year. Areas subject to the point 2 percent (0.2%) chance flood have a moderate risk of flooding.

Flood or flooding means:

A.) A general and temporary condition of partial or complete inundation of normally dry land areas from:

- 1.) The overflow of inland or tidal waters.
- 2.) The unusual and rapid accumulation or runoff of surface waters from any source.
- 3.) Mudslides (i.e. mudflows) which are proximately caused by flooding as defined in paragraph (A)(2) of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.

B.) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (A)(1) of this definition.

Flood (insurance definition) means a general and temporary condition of partial or complete inundation of two or more acres of normally dry land areas or of two or more properties (e.g. a building and a public street) from (1) overflow of inland or tidal waters (2) unusual and rapid accumulation or runoff of surface waters (3) mudflows caused by flooding.

Flood Insurance Rate Map (FIRM) means an official map of a community, on which FEMA has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

Flood Insurance Study (FIS) is the document which provides an examination, evaluation, and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation, and determination of mudslide and/or flood-related erosion hazards.

Flood Protection Elevation is the base flood elevation plus one (1) foot of freeboard. In areas where no base flood elevations exist from any authoritative source, the flood protection elevation can be historical flood elevations, or base flood elevations determined and/or approved by the floodplain administrator plus freeboard.

Floodplain means any land area susceptible to being inundated by flood waters from any source.

Floodplain Administrator is the individual appointed to administer and enforce the floodplain management regulations.

Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

Floodplain management regulations means this ordinance and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances, and other applications of police power which control development in flood-prone areas. This term describes federal, state, or local regulations in any combination thereof, which provide standards for preventing and reducing flood loss and damage.

Floodproofing Certificate is an official FEMA form used to certify compliance for non-residential structures, as an alternative to elevating buildings to or above the base flood elevation.

Floodproofing Methods:

Dry Floodproofing means any combination of structural and nonstructural additions, changes, or adjustments to structures, which reduce or eliminate flood damages to real estate or improved real estate property, water, and sanitary facilities, structures, and their contents. Structures shall be floodproofed with a minimum of 12 inches of freeboard (more is recommended) in relation to the base flood elevation. Dry floodproofing of a pre-FIRM residential structure that has not been substantially damaged or improved is allowed. Dry floodproofing of a post-FIRM residential building is not allowed.

Wet floodproofing means a method of construction which allows water to enter a structure in such a way that will minimize damage to the structure and its contents. Wet floodproofing is appropriate for functionally dependent use and uses that facilitate open space use by variance only, structures utilized for parking or limited storage, or when all other techniques are not technically feasible. Wet floodproofing shall not be utilized as a method to satisfy the requirements of this ordinance for bringing substantially damaged or improved structures into compliance. Wet floodproofing is not allowed in lieu of complying with the lowest floor elevation requirements for new residential buildings.

Floodway, Regulatory means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot (1').

Floodway fringe means that area of the special flood hazard area on either side of the regulatory floodway.

Freeboard means a factor of safety, usually expressed in feet above the BFE, which is applied for the purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed. The City of Hattiesburg's freeboard is one (1) foot above BFE.

Functionally dependent use means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, ship building and ship repair facilities. The term does not include long-term storage, manufacturing facilities, processing functions, sales, administrative functions, or service facilities.

Hardship (as related to variances of this ordinance) means the exceptional difficulty that would result from a failure to grant the requested variance. The governing body of the City of Hattiesburg requires that the variance is exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is NOT exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

Hazard potential means the possible adverse incremental consequences that result from the release of water or stored contents due to failure of a dam or mis-operation of a dam or appurtenances. The hazard potential classification of a dam does not reflect in any way on the current condition of a dam and its appurtenant structures (e.g. safety, structural integrity, and flood routing capacity).

High hazard dam – see **Dams**

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a building.

Historic Structure means any structure that is:

- a. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- c. Individually listed on the State of Mississippi inventory of historic structures (Mississippi Landmarks), or;
- d. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified by an approved state program as determined by the Secretary of the Interior.

Hydrologic and hydraulic engineering analyses means the analyses performed by a professional engineer, registered in the State of Mississippi, in accordance with standard engineering practices as accepted by FEMA, used to determine flood elevations and/or floodway boundaries.

Increased Cost of Compliance (ICC) coverage means under the standard flood insurance policy the cost to repair a substantially flood damaged building that exceeds the minimal repair cost and that is required to bring a substantially damaged building into compliance with the local flood damage prevention ordinance. Acceptable mitigation measures are floodproofing (nonresidential), relocation, elevation, demolition, or any combination thereof. All renewal and new policies with effective dates on or after June 1, 1997, include ICC coverage.

Letter of Map Change (LOMC) is an official FEMA determination, by letter, to amend or revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, and Flood Insurance Studies.

Letter of Map Amendment (LOMA)

An amendment based on technical data showing that a property was incorrectly included in a designated SFHA was not elevated by fill (only by a natural grade elevation), and will not be inundated by the one percent (1%) chance flood. A LOMA amends the current effective FIRM and establishes that a specific property is not located in a SFHA.

Letter of Map Revision (LOMR)

A revision based on technical data that, usually due to manmade changes, shows changes to flood zones, flood elevations, floodplain and floodway delineations, and planimetric features. One common type of LOMR, a LOMR-F, is a determination concerning whether a structure or parcel has been elevated by fill above the BFE and is, therefore, excluded from the SFHA.

Letter of Map Revision, Conditional (CLOMR)

A formal review and comment by FEMA as to whether a proposed project complies with the minimum NFIP floodplain management criteria. A CLOMR does not revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, or Flood Insurance Studies.

Levee means a man-made structure; usually earthen embankment. Designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee system means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Low hazard dam – see **Dams**

Lowest adjacent grade means the elevation of the sidewalk, or patio slab immediately next to the building or basement entryway immediately next to the structure. It does not include earth that is placed for aesthetic or landscape reasons around a foundation wall.

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or storage - in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation provisions of this code.

Manufactured home (44 CFR 59.1 definition / FEMA) means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle."

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Map Amendment means a change to an effective NFIP map that results in the exclusion from the SFHA or an individual structure or a legally described parcel of land that has been inadvertently included in the SFHA (i.e., no alterations of topography have occurred since the date of the first NFIP map that showed the structure or parcel to be within the SFHA). See Letter of Map Change (LOMC) for ways to request a Map Amendment.

Map Panel Number means the four-digit number followed by a letter suffix assigned by FEMA on a FIRM. The first four digits represent the map panel, and the letter suffix represents the number of times the map panel has been revised.

Market value means the building value, which is the property value less the land value (as agreed between a willing buyer and seller); as established by what the local real estate market will bear. Market value can be established by independent certified appraisal; replacement cost depreciated by age of building (Actual Cash Value); or adjusted assessed values.

Mean Sea Level means, for the purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map (FIRM) are referenced.

National Flood Insurance Program (NFIP) is the federal program that makes flood insurance available to owners of property in participating communities nationwide through the cooperative efforts of the Federal Government and the private insurance industry.

National Geodetic Vertical Datum (NGVD) means a vertical control, corrected in 1929, used as a reference for establishing varying elevations within the floodplain.

New Construction means a structure for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structure or the addition. This would include any additions to an existing structure.

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain regulations adopted by a community.

Non-Residential means, but is not limited to; small business concerns, churches, schools, farm buildings (including grain bins and silos), poolhouses, clubhouses, recreational buildings, mercantile structures, agricultural and industrial structures, warehouses, and hotels or motels with normal room rentals for less than 6 months duration.

North American Vertical Datum (NAVD) of 1988 means a vertical control, corrected in 1988, used as a reference for establishing varying elevations within the floodplain.

Obstruction means, but is not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, channel construction, bridge, conduit, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation or other material in, along, across or projecting into any watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water, or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.

One Percent (1%) Flood (aka 100-Year Flood) is the flood that has a one percent (1%) chance of being equaled or exceeded in any given year. Any flood zone that begins with the letter A is subject to inundation by the one percent (1%) chance flood. Over the life of a 30-year loan, there is a 26-percent chance of experiencing such a flood within the SFHA.

Participating Community is any community that voluntarily elects to participate in the NFIP by adopting and enforcing floodplain management regulations that are consistent with the standards of the NFIP.

Post-FIRM Construction means new construction and substantial improvements for which start of construction occurred after December 31, 1974, or on or after the effective date of the initial FIRM of the community, whichever is later.

Pre-FIRM Construction means new construction and substantial improvements for which start of construction occurred on or before December 31, 1974, or before the effective date of the initial FIRM of the community, whichever is later.

Probation is a means of FEMA formally notifying participating communities of the first of the two NFIP sanctions due to their failure to correct violations and deficiencies in the administration and enforcement of the local floodplain management regulations.

Public safety and nuisance means anything which is injurious to the safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

Recreational vehicle means a vehicle that is:

- a. Licensed and titled as an RV or park model (not a permanent residence);
- b. Built on a single chassis, without permanent foundation;
- c. 400 square feet or less when measured at the largest horizontal projection;

- d. Has no attached deck, porch, or shed;
- e. Has quick-disconnect sewage, water, and electrical connectors;
- f. Designed to be self-propelled or permanently towable by a light duty truck, and;
- g. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regular Program means the second phase of the community's participation in the NFIP in which second layer coverage is available based upon risk premium rates only after FEMA has completed a risk study for the community.

Regulatory floodway – see **Floodway, Regulatory**

Repair means the reconstruction or renewal of any part of an existing building for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by a community, and all such regulations effective at the time of permitting must be met.

Repetitive Loss means flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

Repetitive Loss Property is any insurable building for which two or more claims of more than \$1,000 were paid by the National Flood Insurance Program (NFIP) within any rolling 10-year period, since 1978. At least two of the claims must be more than ten days apart but, within ten years of each other. A RL property may or may not be currently insured by the NFIP.

Residential Structure is a building or portion thereof designed or used for residential occupancy but not including hotels, motels, and motor lodges.

Section 1316 means that section of the National Flood Insurance Act of 1968, as amended, which states that no new flood insurance coverage shall be provided for any property that FEMA finds has been declared by a duly constituted state or local zoning authority or other authorized public body to be in violation of state or local laws, regulations, or ordinances that are intended to discourage or otherwise restrict land development or occupancy in flood-prone areas.

Severe Repetitive Loss Structure means any insured property that has met at least one of the following paid flood loss criteria since 1978, regardless of ownership:

- a. Four or more separate claim payments of more than \$5,000 each (including building and contents payments); or
- b. Two or more separate claim payments (building payments only) where the total of the payments exceeds the current market value of the property.

In either case, two of the claim payments must have occurred within ten years of each other. Multiple losses at the same location within ten days of each other are counted as one loss, with the payment amounts added together.

Significant hazard dam – see **Dams**

Special flood hazard area (SFHA) is the land in the floodplain within a community subject to a one percent (1%) or greater chance of flooding in any given year as shown on a FHBM or FIRM as Zones A, AE, AH, AO, AR, AR/AE, AR/AO, AR/AH, AR/A or A99.

Start of construction includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a building on a site, such as the pouring of slabs or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main building. For substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure (for floodplain management purposes), means a walled and roofed building, including a gas or liquid storage tank that is principally above ground, as well as a manufactured home.

Structure (for insurance purposes), means a building with two or more outside rigid walls and a fully secured roof, that is affixed to a permanent site; a manufactured home built on a permanent chassis, transported to its site in one or more sections, and affixed to a permanent foundation; or a travel trailer without wheels, built on a chassis and affixed to a permanent foundation, that is regulated under the community's floodplain management and building ordinances or laws. The term does not include a recreational vehicle or a park trailer or other similar vehicle, except as described in the last part of this definition, or a gas, or a liquid storage tank.

See also: Accessory structure, Elevated building, Historic structure, New Construction, Manufactured home park or subdivision, Manufactured housing, New Manufactured home park or subdivision, Non-Residential, or Residential

Subrogation means an action brought by FEMA when flood damages have occurred, a flood insurance claim has been paid, and all or part of the damage can be attributed to acts or omissions by a community or other third party.

Substantial Damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. Substantial damage also means flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

Substantial Improvement means any combination of reconstruction, rehabilitation, addition or other improvement of a structure taking place during a (ten) 10 year period in which the cumulative percentage of improvement equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. The designated ten (10) year period begins at the date of the initial improvement to the structure. This term includes structures which have incurred repetitive loss or substantial damage, regardless of the actual repair work performed.

The term does **not** apply to:

- a. Any project for improvement of a building to correct violations of state or local existing health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are minimum necessary to assure safe living conditions, provided that said code deficiencies were not caused by neglect or lack of maintenance on the part of the current or previous owners or;

- b. Any alteration of a “historic structure” provided that the alteration will not preclude the structure’s continued designation as a “historic structure.”

Substantially improved existing manufactured home parks or subdivisions means manufactured home parks or subdivisions where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 50 percent of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

Suspension means the removal, with or without probation, of a participating community from the NFIP because the community failed to adopt and enforce the compliant floodplain management regulations required for participation in the NFIP.

Variance is a grant of relief by the community from the terms of floodplain management regulations.

Violation means the failure of a structure or other development to be fully compliant with the community’s floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in the community’s floodplain management regulations is presumed to be in violation until such time as that documentation is provided.

Watercourse means any flowing body of water including a river, creek, stream, or a branch.

Water surface elevation means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum (NAVD) of 1988, (or other datum, where specified) of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Wet floodproofing – see **Floodproofing Methods**

Zone means a geographical area shown on a Flood Hazard Boundary Map or a Flood Insurance Rate Map that reflects the severity or type of flooding in the area. The following zones are applicable in the City of Hattiesburg:

A Zone is the Area of Special Flood Hazard without base flood elevations determined.

AE Zone is the Area of Special Flood Hazard with base flood elevations determined.

AR/AE, AR/AH, AR/AO, and AR/A Zones are SFHAs that result from the decertification of a previously accredited flood protection system or levee that is in the process of being restored to provide a one percent (1%) chance or greater level of flood protection. After restoration is complete, these areas will still experience residual flooding from other flooding sources.

A99 Zone is that part of the SFHA inundated by the one percent chance flood to be protected from the one percent chance flood by a Federal flood protection system or levee under construction, no base flood elevations are determined.

D Zone is an area in which the flood hazard is undetermined.

X Zones (shaded) are areas of point 2 percent (0.2%) chance flood that are outside of the SFHA with average depths of less than one (1) foot, or with contributing drainage areas of less than one (1) square mile and areas protected by certified levees from the base flood.

X Zones (un-shaded) are areas determined to be outside the SFHA and the point 2 percent (0.2%) chance floodplain.

ARTICLE 3. GENERAL PROVISIONS.

SECTION A. LANDS TO WHICH THIS ORDINANCE APPLIES.

This ordinance shall apply to all special flood hazard areas (SFHAs) within the jurisdiction of the City of Hattiesburg.

SECTION B. BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD.

The areas of special flood hazard identified by the Federal Emergency Management Agency in the Forrest County Flood Insurance Study, dated March 16, 2015, with the accompanying Flood Insurance Rate Map(s) (FIRM) containing various panel numbers indicating the city limits of Hattiesburg, and other supporting data are adopted by reference and declared to be a part of this ordinance.

<u>Map Number</u>	<u>Map Revised Date</u>	<u>Map Number</u>	<u>Map Revised Date</u>
28035C0015D	3/2/2010	28035C0119D	3/2/2010
28035C0020D	3/2/2010	28035C0126D	3/2/2010
28035C0040D	3/2/2010	28035C0127D	3/2/2010
28035C0041D	3/2/2010	28035C0128D	3/2/2010
28035C0042D	3/2/2010	28035C0129D	3/2/2010
28035C0043D	3/2/2010	28035C0135D	3/2/2010
28035C0044D	3/2/2010	28035C0140D	3/2/2010
28035C0062D	3/2/2010	28035C0145D	3/2/2010
28035C0063D	3/2/2010	28035C0155D	3/2/2010
28035C0064D	3/2/2010	28035C0160D	3/2/2010
28035C0070D	3/2/2010	28035C0165D	3/2/2010
28035C0080D	3/2/2010	28035C0170D	3/2/2010
28035C0085D	3/2/2010	28035C0180D	3/2/2010
28035C0101D	3/2/2010	28035C0185D	3/2/2010
28035C0102D	3/2/2010	28035C0190D	3/2/2010
28035C0103D	3/2/2010	28035C0195D	3/2/2010
28035C0104D	3/2/2010	28035C0205D	3/2/2010
28035C0106D	3/2/2010	28035C0210D	3/2/2010
28035C0107D	3/2/2010	28035C0215D	3/2/2010
28035C0108D	3/2/2010	28035C0220D	3/2/2010
28035C0109E	3/16/2015	28035C0230D	3/2/2010
28035C0111D	3/2/2010	28035C0235D	3/2/2010
28035C0112D	3/2/2010	28035C0240D	3/2/2010
28035C0114D	3/2/2010	28035C0245D	3/2/2010
28035C0116D	3/2/2010	28035C0275D	3/2/2010
28035C0117E	3/16/2015	28035C0300D	3/2/2010
28035C0118D	3/2/2010		

The Flood Insurance Study and maps are on file in the Planning Office of the Department of Urban Development, located in the City Hall Building.

SECTION C. USE OF PRELIMINARY FLOOD HAZARD DATA.

When Flood Insurance Studies and Preliminary Flood Insurance Rate Maps have been provided by FEMA:

1. Prior to the issuance of a Letter of Final Determination (LFD) by FEMA, the use of the preliminary flood hazard data shall only be required where no base flood elevations and/or floodway areas exist or where the preliminary base flood elevations or floodway area exceed the base flood elevations and/or floodway widths in the effective flood hazard data provided by FEMA. Such preliminary data may be subject to revision through valid appeals.

2. Upon the issuance of a Letter of Final Determination (LFD) by FEMA, the revised flood hazard data shall be used and replace all previously effective flood hazard data provided by FEMA for the purposes of administering these regulations.

Where adopted regulatory standards conflict, the more stringent base flood elevation shall prevail. Preliminary FIS data may be subject to change by a valid appeal.

SECTION D. ESTABLISHMENT OF FLOODPLAIN DEVELOPMENT PERMIT.

A development permit shall be required in conformance with the provision of this ordinance prior to the commencement of any development activities in identified areas of special flood hazard.

SECTION E. COMPLIANCE.

No structure or land shall hereafter be located, extended, converted or structurally altered without full compliance with the terms of this ordinance and other applicable regulations.

SECTION F. ABROGATION AND GREATER RESTRICTIONS.

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION G. INTERPRETATION.

In the interpretation and application of this ordinance all provisions shall be:

1. Considered as minimum requirements;
2. Liberally construed in favor of the governing body, and;
3. Deemed neither to limit nor repeal any other powers granted under state statutes.

SECTION H: REPETITIVE LOSS STRUCTURES.

The community may declare any existing structure as a repetitive loss structure as required to qualify the structure for increased cost of compliance (ICC) benefits allowed by a National Flood Insurance Program flood policy claim. To be declared a repetitive loss structure, the following conditions must be met:

1. The structure must have a flood insurance policy that includes the increased cost of compliance coverage and;
2. The structure must have been flooded twice during a ten-year period with each flood event causing damage for which the repair cost equaled or exceeded 25% of the market value of the structure.

SECTION I. WARNING AND DISCLAIMER OF LIABILITY.

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur on rare occasions.

Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of governing body of the City of Hattiesburg or by any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

SECTION J. ENFORCEMENT, PENALTIES, AND VIOLATIONS.

1. Any action or inaction which violates the provisions of this ordinance or permit shall

constitute a misdemeanor.

2. Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not exceeding one thousand dollars (\$1,000.00) or imprisonment for a term not exceeding ninety (90) days, or by both such fine and imprisonment in the discretion of the municipal judge, and in addition, shall pay all costs and expenses involved in the case. Each act of violation and each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the Floodplain Administrator from taking such other lawful actions as are necessary to prevent or remedy any violation.

ARTICLE 4. ADMINISTRATION.

SECTION A. DESIGNATION OF FLOOD DAMAGE PREVENTION ORDINANCE ADMINISTRATOR.

The governing body of the City of Hattiesburg hereby appoints the Planning Administrator, or their designee, to administer and implement the provisions of this ordinance and is herein referred to as the Floodplain Administrator and/or the administrator.

SECTION B. PERMIT PROCEDURES.

Application for a Development Permit shall be made to the Floodplain Administrator on forms furnished by him or her prior to any development activities, and may include, but not be limited to, the following plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, earthen fill, storage of materials or equipment, drainage facilities, and the location of the foregoing. Specifically, the following information is required:

1. Application Stage.

- a. Elevation in relation to mean sea level of the proposed lowest floor (including basement) of all buildings, which will be submitted on a FEMA Elevation Certificate by a State of Mississippi registered engineer or surveyor;
- b. Elevation in relation to mean sea level to which any non-residential building in an A or AE Zone will be floodproofed;
- c. Certificate from a State of Mississippi registered professional engineer or architect that the non-residential floodproofed building will meet the floodproofing criteria in Article 4, Section B-2 and Article 5, Section C-2;
- d. No floodplain development permit can be issued to any mobile, modular, or permanently constructed residence, building or facility unless the owner, lessee, or developer obtains a Notice of Intent from the Mississippi State Health Department, pursuant to the MS Individual On-Site Wastewater Disposal System Law (2009), for unsewered areas of the City.
- e. Description of the extent to which any watercourse will be altered or relocated as result of proposed development.

2. Construction Stage:

Upon establishment/placement of the lowest floor, before framing continues, including any approved floodproofing method, by whatever construction means, it shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the NAVD or NGVD elevation of the lowest floor or floodproofed elevation, as built, in relation to mean sea level. Said certification shall be prepared by or under the direct supervision of a registered land

surveyor or professional engineer, who is authorized by the state of Mississippi to certify such information, and certified by same. When floodproofing is utilized for a particular building said certification shall be prepared by or under the direct supervision of a professional engineer or architect, who is authorized by the state of Mississippi to certify such information, and certified by same. Floodproofing shall be required to be one (1) foot above the base flood elevation.

Any work undertaken prior to submission of the certification shall be at the permit holder's risk. The Floodplain Administrator shall review the lowest floor & floodproofing elevation survey data submitted. The permit holder immediately and prior to further progressive work being permitted to proceed shall correct deficiencies detected by such review. Failure to submit the survey or failure to make said corrections required hereby shall be cause to issue a stop-work order for the project.

In any lot or lots/areas that have been removed from the special flood hazard area via a Letter of Map Revision Based on Fill, and if the top of fill level is below the freeboard elevation, all new structures, additions to existing buildings or substantial improvement must meet the required community freeboard elevation.

3. Finished Construction:

Upon completion of construction, a FEMA elevation certificate which depicts all finished construction elevations is required to be submitted to the Floodplain Administrator. If the project includes a floodproofing measure, a FEMA floodproofing certificate is required to be submitted by the permit holder to the Floodplain Administrator.

SECTION C. POWERS, DUTIES, AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR.

The Floodplain Administrator and his or her designated staff is hereby authorized and directed to enforce the provisions of this ordinance. The Administrator is further authorized to render interpretations of this ordinance, which are consistent with its spirit and purpose.

1. Right of Entry

- a. Whenever necessary to make an inspection to enforce any of the provisions of this ordinance, or whenever the Administrator has reasonable cause to believe that there exists in any building or upon any premises any condition or ordinance violation which makes such building, structure or premises unsafe, dangerous or hazardous, the Administrator may enter such building, structure or premises at all reasonable times to inspect the same or perform any duty imposed upon the Administrator by this ordinance.
- b. If such building or premises are occupied, the Administrator shall first present proper credentials and request entry. If such building, structure, or premises are unoccupied, he shall first make a reasonable effort to locate the owner or other persons having charge or control of such building or premises.
- c. If entry is refused, the Administrator shall have recourse to every remedy provided by law to secure entry.
- d. When the Administrator shall have first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or any other persons having charge, care or control of any building, structure, or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the Administrator for the purpose of inspection and examination pursuant to this ordinance.

2. Duties of the administrator shall include, but not be limited to:

- a. Review all development permits to assure that the permit requirements of this ordinance have been satisfied.

- b. Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334. Additionally, require the permittee to obtain and submit copies of any required federal or state permits and maintain them on file with the development permit.
- c. Perform a minimum of three inspections to ensure that all applicable ordinance and floodplain development requirements have been satisfied. The first inspection upon the establishment of the Base Flood Elevation reference mark at the development site; the second upon the establishment of the structure's footprint prior to pouring the slab or the establishment of the lowest floor in an elevated foundation system; and the final inspection upon completion and submission of the required finished construction elevation certificate.
- d. Verify any required setback distances.
- e. Verify that all placement of fill or grading is according to certified plans. Assure that any fill being used as part of the structure's foundation system is both clean material and properly compacted and placed. A professional certification that the foundation footings of any structure built on fill was engineered and is reasonably safe from flooding must be requested of the builder/developer, and the owner/contractor must provide density reports from a licensed testing agency showing that the fill meets a 95% compaction ratio.
- f. Verify adequate placement and size of any required flood vents in regard to the number of openings, their location, size, and height above ground level.
- g. Ensure that a crawlspace has adequate vents or openings and that the interior grade is at or above the exterior grade. The foundation must be vented to comply with the floodplain ordinance as well as the currently adopted building code.
- h. Verify that the structure's utilities, duct work, and HVAC systems are at or above the base flood elevation.
- i. Notify adjacent communities, the NFIP State Coordinator, and other federal and/or state agencies with statutory or regulatory authority prior to any alteration or relocation of a watercourse.
- j. Assure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is maintained.
- k. Verify and record the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new construction and substantially improved buildings, in accordance with Article 4, Section 2-B). Information must be recorded on the FEMA Elevation Certificate.
- l. Verify and record the actual elevation (in relation to mean sea level) to which the new construction and substantially improved buildings have been floodproofed, in accordance with Article 4, Section 2-B). Information must be recorded on the FEMA Elevation Certificate.
- m. Review certified plans and specifications for compliance.
- n. Make the necessary interpretation where interpretation is needed as to the exact location of boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). The

person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this Article.

- o. Obtain, review and reasonably utilize any base flood elevation and floodway data available from a federal, state or other source when base flood elevation data or floodway data have not been provided in accordance with Article 3, Section B, in order to administer the provisions of Article 5.
- p. Provide information, testimony, or other evidence, as needed during variance request hearings.
- q. Conduct the following actions when damage occurs to a building or buildings:
 - 1. Determine whether damaged structures are located within the Special Flood Hazard Area;
 - 2. Conduct damage assessments for those damaged structures located in the SFHA, and;
 - 3. Make a reasonable attempt to notify owner(s) of damaged structure(s) of the requirement to obtain a building permit / floodplain development permit prior to repair, rehabilitation, or reconstruction.
- r. Perform such other inspections as may be required to insure compliance with the other provisions of this ordinance.

ARTICLE 5. PROVISIONS FOR FLOOD HAZARD REDUCTION.

SECTION A. GENERAL STANDARDS.

In all areas of special flood hazard the following provisions are required:

- 1. New construction and substantial improvements shall be anchored to prevent flotation, collapse and lateral movement of the structure.
- 2. Manufactured homes shall be anchored to prevent flotation, collapse, and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. Dry stacked blocks/piers (stacked without the use of mortar or cement to bond them together) are not acceptable as an anchor/elevation method. Only reinforced blocks/piers (with concrete and metal dowels) are allowed as an approved anchor/elevation method. This standard shall be in addition to and consistent with applicable state requirements for resisting wind forces.
- 3. New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
- 4. New construction or substantial improvements shall be constructed by methods and practices that minimize flood damage.
- 5. Electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities, including ductwork, shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding, such facilities shall be located a minimum of one foot (1') above the Base Flood Elevation.
- 6. New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.

7. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.
8. On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
9. Any alteration, repair, reconstruction or improvements to a building that is in compliance with the provisions of this ordinance shall meet the requirements of “new construction” as contained in this ordinance.
10. Any alteration, repair, reconstruction or improvements to a building that is not in compliance with the provisions of this ordinance, shall be undertaken only if said non-conformity shall meet the requirements of “new construction” as contained in this ordinance.
11. All gas and liquid storage tanks (both above and below ground) shall be adequately anchored to prevent floatation, lateral movement resulting from hydrodynamic forces, and the effects of buoyancy.
12. When new construction and substantial improvements are located in multiple flood zones or in a flood zone with multiple base flood elevations, they shall meet the requirement for the more stringent flood zone and the highest base flood elevation.
13. New construction and substantial improvement of any building inside the SFHA, shall have the lowest floor (including basement) at least one (1) foot above the base flood elevation or at least one foot above the centerline of the designated street, whichever is greater. Areas outside the SFHA shall be elevated in accordance with Article 5, Section B.
14. All new horizontal additions must have the lowest floor and all HVAC, including ductwork, elevated to the regulatory base flood elevation.
15. New construction and substantial improvements of structures built on fill shall be constructed on properly designed and compacted fill that extends 10 feet to 15 feet beyond the building walls before dropping below the base flood elevation, and shall have appropriate protection from erosion and scour as follows:
 - a. Fill sites, upon which structures will be constructed or placed, must be compacted to 95 percent of the maximum density obtainable with the Standard Proctor Test method or an acceptable equivalent method.
 - b. Fill slopes shall be no steeper than one (1) foot vertical to two feet horizontal.
 - c. Adequate protection against erosion is must be provided for fill slopes. When expected velocities during the occurrence of the base flood are greater than five feet per second, armoring with stone or rock protection or material that will provide equivalent resistance will be provided. When expected velocities during the base flood are five feet per second or appropriate protection shall be provided by covering them with vegetative cover at a minimum.
 - d. Fill shall be composed of clean granular or earthen material.
16. Storage or processing of materials that are hazardous, flammable, explosive, or in time of flooding could become buoyant and pose an obstruction to flow, are prohibited within the community special flood hazard areas, to include identified floodways. Storage of material or equipment not otherwise prohibited shall be firmly anchored to prevent flotation.

SECTION B. STANDARDS FOR X ZONES (SHADED/UN-SHADED).

Any area outside the FEMA studied areas lying along blue line streams shown on the United

States Department of the Interior Geological Survey quadrants of which the City of Hattiesburg is contained and/or areas with flood prone soils which are contiguous to blue line streams as shown on the City of Hattiesburg Flood Prone Soils Map shall also be considered community flood hazard areas.

1. Compliance with the City of Hattiesburg's Land Development Code, Ordinance Number 2330, as amended, specifically the section for Natural Stream Buffers, Protection during Land Disturbance Activities and Detention/Retention Areas for all zones, both inside and outside the SFHA.
2. Compliance with the City of Hattiesburg Code of Ordinances, specifically Section 22-6 regulations for first floor elevation of all structures erected in all zones of the City.
3. The X Zones (shaded/un-shaded) are considered to be low to moderate risk flood zones and are located outside the community's delineated special flood hazard area and include the following:
 - a. Areas outside the one percent (1%) chance flood zone, but within the point 2 percent (0.2%) chance flood zone, as determined by a detailed study;
 - b. Areas outside the point 2 percent (0.2%) chance flood zone as determined by a detailed study, and;
 - c. Areas that have not yet been studied.
4. The community reserves the right to require further studies for any development within its jurisdiction, if there is evidence that a potential flood hazard exists. Studies can be used to designate community flood hazard areas. Such evidence may include but shall not be limited to:
 - a. Eyewitness reports of historic flooding or other reports of historic flooding deemed credible by the community;
 - b. Geologic features observed that resemble floodplains (such as flat areas along streams);
 - c. Proximity to manmade or natural constrictions such as road crossings that can cause backwater effects, and;
 - d. Drainage basin characteristics such as drainage area, slope, percent impervious cover, land use, etc.

SECTION C. SPECIFIC STANDARDS FOR AREAS WITH BASE FLOOD ELEVATIONS AND/OR FLOODWAYS (aka AE ZONES).

In all areas of special flood hazard designated on the community's FIRM, where base flood elevation data have been provided, as set forth in Article 3, Section B, the following provisions, in addition to the general standards of Article 5, Section A, are required:

1. Residential Construction. New construction and substantial improvement of any residential building (including manufactured home) shall have the lowest floor, including basement, elevated to no lower than one foot (1') above the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, flood openings sufficient to automatically equalize hydrostatic flood forces on exterior walls of enclosures that are subject to flooding, shall be provided in accordance with standards of Article 5, Section C-4. New development proposals will be designed, to the maximum extent practicable, so residential building sites, walkways, driveways, and roadways are located at natural grade with elevation not less than the base flood elevation and with evacuation routes leading directly out of the special flood hazard area.

2. Non-Residential Construction. New construction and substantial improvement of any commercial, industrial, or non-residential building (including manufactured building) shall have the lowest floor, including basement, elevated to no lower than one foot (1') above the base flood elevation. Buildings located in all A Zones may, together with attendant utility and sanitary facilities, be floodproofed in lieu of being elevated provided that all areas of the building below the base flood elevation (plus a minimum of one foot (1') of freeboard) are water tight with walls substantially impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. Dry floodproofing is allowed only where flood velocities are less than or equal to five feet per second. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. A Flood Emergency Operation Plan and an Inspection and Maintenance Plan must be provided by the design professional for the building. Such certification shall be provided to the Floodplain Administrator. New development proposals will be designed, to the maximum extent practicable, so non-residential building sites, walkways, driveways, and roadways are located at natural grade with elevation not less than the base flood elevation and with evacuation routes leading directly out of the special flood hazard area
3. In special flood hazard areas with base flood elevations (AE Zones) but without floodways, no encroachments, including fill material or structures, shall be permitted unless certification by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community. The engineering certification must be supported by technical data that conforms to standard hydraulic engineering principles.
4. Enclosures. New construction and substantial improvements that include fully enclosed areas formed by foundation and other exterior walls below the lowest floor shall be designed to preclude finished living space and designed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls. Total enclosed areas will be limited to three hundred (300) feet. Enclosed areas, including crawl spaces, shall be used solely for parking of vehicles, building access, and storage.
 - a. Designs for complying with this requirement must either be certified by a professional engineer or architect or meet or exceed the following criteria:
 - (i) Provide a minimum of two openings, on different sides of each enclosed area; if a structure has more than one (1) enclosed area below the base flood elevation, each shall have openings on exterior walls;
 - (ii) The total net area of all openings shall be at least one (1) square inch for each square foot of enclosed area, or the openings shall be designed and the construction documents shall include a statement that the design and installation will provide for equalization of hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of floodwaters;
 - (iii) The bottom of all openings shall be no higher than one (1) foot above interior grade (which must be equal to in elevation or higher than the exterior grade);
 - (iv) Openings shall allow the passage of a three inch sphere.
 - (v) Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwaters in both directions and automatically equalize hydrostatic flood loads on exterior walls, and;
 - b. Access to the enclosed area shall be minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the living area (stairway or elevator); and,

- c. The interior portion of such enclosed area shall not be finished or partitioned into separate rooms.
 - d. Property owners shall be required to execute a flood openings/venting affidavit acknowledging that all openings will be maintained as flood vents, and that the elimination or alteration of the openings in any way will violate the requirements of Article 5, Section C. Periodic inspections will be conducted by the Floodplain Administrator to ensure compliance.
5. Detached storage buildings, sheds, or other like accessory improvements, excluding detached garages, carports, and boat houses, shall solely be used for parking of vehicles and storage, and will be allowed up to no more than three hundred (300) square feet of unfinished, non-partitioned and enclosed storage space. Such storage space shall not be used for human habitation and shall be limited to storage of items that can withstand exposure to the elements and have low flood damage potential. The storage space shall be constructed of flood resistant or breakaway materials, and equipment and service utilities, such as electrical outlets, shall be limited to essential lighting and other incidental uses, and must be elevated or floodproofed. Flood openings in accordance with the standards of Article 5 Section C-4 shall also be required. These accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters. Accessory improvements and other apparent structures shall be firmly anchored to prevent flotation that may result in damage to other structures.
6. Property owners shall be required to execute and record with the structure's deed a non-conversion agreement declaring that the area below the lowest floor of the structure or the detached accessory building shall not be improved, finished or otherwise converted; the community will have the right to inspect the enclosed area.
7. Standards for Manufactured Homes and Recreational Vehicles.
- a. All manufactured homes placed, or substantially improved, on individual lots or parcels, in existing manufactured home parks or subdivisions, in expansions to existing manufactured home parks or subdivisions, in new manufactured home parks or subdivisions or in substantially improved manufactured home parks or subdivisions, must meet all the requirements for new construction, including elevation and anchoring and the flood openings requirements of Article 5 Section C-3. Manufactured homes must be:
 - (i) Elevated on a permanent foundation to have its lowest floor elevated to no lower than one foot (1') above the base flood elevation, and;
 - (ii) Securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
 - b. All manufactured homes placed or substantially improved, excepting manufactured homes that have incurred substantial damage as a result of a flood, in an existing manufactured home park or subdivision must be elevated so that:
 - (i) The lowest floor of the manufactured home is elevated to no lower than one foot (1') above the base flood elevation and be securely anchored to an adequately anchored foundation support system to resist floatation, collapse, and lateral movement.
 - c. All recreational vehicles placed on sites must either:
 - (i) Be on site for fewer than 180 consecutive days and shall leave the site for at least seven consecutive days and obtain a new permit before returning to the same site,
 - (ii) Be fully licensed and ready for highway use, or

- (iii) Must meet all the requirements for new construction, including anchoring and elevation requirements of this Article 5, Section C 7 a. or Article 5, Section C 7 b. (i) above.

A recreational vehicle is ready for highway use if it is licensed and insured in accordance with the State of Mississippi motor vehicle regulations, is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions.

- 8. Floodways. Located within areas of special flood hazard adopted by reference in Article 3, Section B, are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles and has erosion potential, the following provisions shall apply:
 - a. Prohibit encroachments, including fill, new construction, substantial improvements, and other developments unless certification (with supporting technical data) by a registered professional engineer is provided demonstrating that encroachments shall not result in any increase in flood levels during occurrence of the base flood discharge;
 - b. If Article 5, Section C-7a above is satisfied, all new construction and substantial improvements shall comply with all applicable flood damage prevention standards of Article 5.
 - c. Prohibit the placement of manufactured homes (mobile homes), except in an existing manufactured homes (mobile homes) park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring standards of Article 5, Section A (2), and the standards of Article 5, Section C-1 through C-2 and the encroachment standards of this Article 5, Section C-8a, are met.
 - d. Encouraged uses within the floodway may include: general farming, pasture, outdoor plant nurseries, horticulture, forestry, wildlife sanctuary, game farm, and other similar agricultural, wildlife, and related uses. Also lawns, gardens, athletic fields, play areas, picnic grounds, and hiking, horseback riding trails and driveways are acceptable uses, provided that they do not employ structures or fill. These encouraged uses may require certification (with supporting technical data) by a registered professional engineer demonstrating that encroachments shall not result in any increase in flood levels during occurrence of the base flood discharge. The uses in this subsection are permissible only if and to the extent that they do not cause any increase in flood levels during the base flood discharge.

SECTION D. STANDARDS FOR AREAS WITHOUT BASE FLOOD ELEVATIONS AND FLOODWAYS (aka A Zone).

When base flood elevation data and floodway data are not available in accordance with Article 3, Section A, in Special Flood Hazard Areas without base flood elevation data, new construction and substantial improvements shall be elevated or floodproofed to elevations established by the community. The following provisions in addition to the standards of Article 5 Section A and the enclosure standards of Article 5 Section C-4 shall apply:

- 1. Require that all new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than five lots or one and one half (1 ½) acres, whichever is lesser; include within such proposals base flood elevation data;
- 2. The Floodplain Administrator shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal, state, or other source, in order to administer the provisions of Article 5. When such data are available, standards of Article 5,

Section C, shall apply. If data is not available from Article 5 Section D-1 or outside sources, then the following provisions shall apply.

3. No encroachments, including fill material or other development, shall be located within a distance of the stream bank equal to five times the width of the stream at the top of the bank or twenty feet each side from the top of the bank, whichever is greater, unless certification by a registered professional engineer is provided demonstrating that such encroachment shall not result in any increase in flood levels during the occurrence of the base flood discharge. The enclosure standards of Article 5, Section C (4) shall apply.
4. The Floodplain Administrator shall require that a single lot applicant develop the base flood elevation for the development site, utilizing accepted engineering practices and procedures. Upon review of the submitted data, the Administrator may accept or reject the proposed base flood elevation. When such data is accepted, standards of Article 5, Section C, shall apply.
5. Fill within the area of special flood hazard shall result in no net loss of natural floodplain storage. The volume of loss of floodwater storage due to filling in the special flood hazard area shall be offset by providing an equal volume of flood storage by excavation or other compensatory measures at or adjacent to the development site.
6. Notify, in riverine situations, adjacent communities and the State Coordinating Office prior to any alteration or relocation of a watercourse, and submit copies of such notifications to FEMA. Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.
7. Require that all manufactured homes be placed or installed using methods and practices which minimize flood damage. Manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Dry stacked blocks/piers (stacked without the use of mortar or cement to bond them together) are not acceptable as an anchor/elevation method. Only reinforced blocks/piers (with concrete and metal dowels) are allowed as an approved anchor/elevation method, within the Special Flood Hazard Area.

SECTION E. STANDARDS FOR SUBDIVISION PROPOSALS AND OTHER PROPOSED DEVELOPMENT WITHIN A SPECIAL FLOOD HAZARD AREA.

1. All subdivision proposals shall be consistent with the need to minimize flood damage;
2. All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;
3. All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards, and;
4. Base flood elevation data shall be provided for all new subdivision proposals and other proposed development (including manufactured home parks and subdivisions), which is greater than five (5) lots or one and one-half (1 ½) acres, whichever is the lesser.
5. All subdivision and other development proposals which involve disturbing more than one (1) acre of land shall include a stormwater management plan which is designed to limit peak runoff from the site to predevelopment levels for the one (1), ten (10), and twenty-five (25)-year rainfall event. These plans shall be designed to limit adverse impacts to downstream channels and floodplains. Single residential lots involving less than one (1) acre of land disturbance are not subject to this regulation.
6. All preliminary plans for platted subdivisions shall identify the flood hazard area and the elevation of the base flood.
7. All final subdivision plats will provide the boundary of the special flood hazard area, the

floodway boundary, and the base flood elevations.

- 8. In platted subdivisions, all proposed lots or parcels that will be future building sites shall have a minimum buildable area, as defined in the Land Development Code, outside the natural (non-filled) one percent (1%) chance annual floodplain. The buildable area shall be large enough to accommodate any primary structure and associated structures.
- 9. Approval shall not be given for streets within a subdivision, which would be subject to flooding in the base flood. All street surfaces must be located at or above the base flood elevation.
- 10. Each proposed parcel must have a designated buildable pad or site above the one percent (1%) chance floodplain. The distance of the buildable pad or site above the one percent (1%) chance floodplain shall depend on the slope of the ground and in accordance with the following table:

Distance in feet from A Zone [one percent (1%) chance floodplain]	Minimum Slope from A Zone – one percent (1%) flood plain to ground level at pad
20	5%
30	3.33%
40	2.50%
50	2.0%
60	1.67%
70	1.43%
80	1.25%
90	1.11%
100	1.0%

Residential and non-residential structures finished floor elevation also must be elevated one and one-half feet (1.5') above the adjacent average grade or one foot (1') above highest adjacent street centerline as per the existing regulation, whichever is higher.

- 11. The subdivider/applicant must comply with the following:
 - a. File restrictive covenants on the lot or lots prohibiting construction within the designated special flood hazard area and requirement for lowest floor elevation.
 - b. Place a statement on the face of the final plat prohibiting construction in the designated area of special flood hazard.

SECTION F. CRITICAL FACILITIES.

Construction of new and substantially improved critical facilities shall be located outside the limits of the special flood hazard area (one percent (1%) chance floodplain). Construction of new critical facilities shall be permissible within the SFHA only if no feasible alternative site is available and access to the facilities remains available during a point 2 percent (0.2%) chance flood. Critical facilities constructed within the SFHA shall have the lowest floor elevated three feet six inches above the base flood elevation at the site (or to the point 2 percent (0.2%) chance flood elevation whichever is greater). Floodproofing and sealing measures must be implemented to ensure that toxic substances will not be displaced by or released into floodwaters. Multiple access routes, elevated to or above the point 2 percent (0.2%) flood elevation, shall be provided to all critical facilities to the maximum extent possible. Critical facilities must not only be protected to or above the point 2 percent (0.2%) chance flood, but must remain operable during such an event. The community's flood response plan must list facilities considered critical in a flood, since loss of access can cause a critical situation. Other facilities in low risk flood zones that may also be needed to support flood response efforts must be included on the critical facility list. The use of any structure shall not be changed to a critical facility, where such a change in use will render the new critical facility out of conformance with

this section. The list of the operators of the critical facilities affected by flooding must be updated at least annually, as part of the community critical facility planning procedures.

ARTICLE 6. VARIANCE PROCEDURES.

SECTION A. DESIGNATION AND DUTIES OF VARIANCE AND APPEALS BOARD.

1. When it is alleged an error in any requirement, decision, or determination is made by the Floodplain Administrator in the enforcement or administration of this ordinance or a request for a variance with any requirement of this ordinance the Hattiesburg Planning Commission, hereafter known as the “HPC”, as established by the City Council of the City of Hattiesburg, shall hear and decide appeals and requests for variances from requirements of this ordinance.
2. Any person aggrieved by the recommendation of “HPC” may appeal such decision to the City Council.
3. Any person aggrieved by the decision of the City Council may appeal such decision to the Circuit Court, as provided in Mississippi Code Annotated, § 11-51-75 (1972).
4. Variances from the requirements of this code will not be issued except for:
 - a. functionally dependent historic structures which meet all criteria in Article 6, Section E of this ordinance,
 - b. subdivision studies for properties in an A zone as outlined in Article, 5, Section E, Section 10 & 11 of this ordinance, or
 - c. properties that are fully compliant with wet-floodproofing methods as outlined in the definitions.

SECTION B. VARIANCE PROCEDURES.

In passing upon such applications, the “HPC” shall consider all technical evaluations, relevant factors, and standards specified in other sections of this ordinance, and:

1. The evaluation must be based on the characteristics unique to that property and not be shared by adjacent parcels. The characteristics must pertain to the land itself, not to the structure, its inhabitants, or its owners;
2. Variances should never be granted for multiple lots, phases of subdivisions, or entire subdivisions;
3. The danger that materials may be swept onto other lands to the injury of others;
4. The danger of life and property due to flooding or erosion damage;
5. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner and the community;
6. The importance of the services provided by the proposed facility to the community;
7. The necessity of the facility to be at a waterfront location, where applicable;
8. The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
9. The compatibility of the proposed use with existing and anticipated development;
10. The relationship of the proposed use to the comprehensive plan and floodplain

management program for that area;

11. The safety of access to the property in times of flood for ordinary and emergency vehicles;
12. The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site, and;
13. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges and culverts.
14. Upon consideration of factors listed above, and the purpose of this ordinance, the “HPC” may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.
15. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

SECTION C. CONDITIONS FOR SPECIFIED VARIANCE TYPES.

1. Variances shall only be issued when there is:
 - a. A showing of good and sufficient cause;
 - b. A determination that failure to grant the variance would result in exceptional hardship, and;
 - c. A determination that the granting of a variance will not result in increased flood heights, additional threats to public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
2. The provisions of this ordinance are minimum standards for flood loss reduction; therefore any deviation from the standards must be weighed carefully. Variances shall only be issued upon a determination that the variance is the minimum necessary deviation from the requirements of this ordinance, considering the flood hazard, to afford relief. In the instance of a Historic Structure, a determination that the variance is the minimum necessary so as not to destroy the historic character and design of the building. (See Article 6, Section E.)
3. Any applicant to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation and the elevation to which the lowest floor is to be built and stating that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.
4. The Floodplain Administrator shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency and Mississippi Emergency Management Agency upon request. (See Article 6 Section D-3.)
5. Upon consideration of the factors listed above and the purposes of this ordinance, the “HPC” may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.
6. Variances shall not be issued “after the fact.”

SECTION D. VARIANCE NOTIFICATION.

Any applicant to whom a variance is granted shall be given written notice over the signature of a community official that:

1. The issuance of a variance to construct a structure below the base flood elevation will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage, and;

2. Such construction below the base flood level increases risks to life and property.

A copy of the notice shall be recorded by the Floodplain Administrator in the Office of the City of Hattiesburg Recorder and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.

The Floodplain Administrator will maintain a record of all variance actions, including justification for their issuance, and report such variances issued in the community's biennial report submission to the Federal Emergency Management Agency.

SECTION E. HISTORIC STRUCTURES.

Historic structures may apply for a variance. If the repair or rehabilitation to a historic structure meet the following three criteria, the buildings will not have to be elevated or flood proofed.

1. **The building must be a bona-fide "historic structure."** As followed by definition.
2. **The project must maintain the historic status of the structure.** If the proposed improvements to the structure will result in it being removed from or ineligible for the National Register or federally-certified state or local inventory, then the proposal cannot be granted an exemption from the substantial improvement rule.
 - a. Written review and approval of proposed plans by the local historic preservation board and/or the Historic Planner, if it is federally-certified, or by the state historic preservation office. If the plans are approved, you can grant the exemption. If no, no exemption can be permitted.
3. **Take all possible flood damage reduction measures.** Even though the exemption to the substantial improvement rule means the building does not have to be elevated to or above BFE, or be renovated with flood-resistant materials that are not historically sensitive, many things can and should be done to reduce the flood damage potential. Examples include:
 - Locating mechanical and electrical equipment above the BFE or floodproofing it.
 - Elevating the lowest floor of an addition to or above the BFE with the change in floor elevation disguised externally.
 - Building the lowest floor of an addition with flood-resistant materials and providing hydrostatic openings.

SECTION F. SPECIAL CONDITIONS.

Upon consideration of the factors listed in Article 6, and the purposes of this ordinance, the Hattiesburg Planning Commission may attach such conditions to the granting of variances, as it deems necessary to further the purposes of this ordinance.

SECTION G. FLOODWAY.

Variances shall not be issued within any designated regulatory floodway if any increase in flood levels during the base flood discharge would result.

ARTICLE 7. SEVERABILITY.

If any section, clause, sentence, or phrase of the Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Ordinance."

SECTION 2. That Ordinance Number 3165, adopted August 4, 2015, and any other ordinances in conflict thereof are hereby repealed.

SECTION 3. This Ordinance shall take effect and be in force immediately after passage as provided by law. It is vital to the public health, safety, and welfare and is necessary for residents within SHFA to be able to obtain flood insurance.

The foregoing ordinance having been reduced to writing was introduced by Councilman _____, seconded by Councilman _____ and was adopted by the following vote, to wit:

Yeas:

Nays:

The president hereby declared the motion carried and the Ordinance adopted and approved on this, the _____, day of _____, A.D., 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Ordinance having been submitted to and approved by the Mayor this, the _____ day of _____, A.D., 2018.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER 3224

**AN ORDINANCE AMENDING ORDINANCE
NUMBER 3165, ADOPTED AUGUST 4, 2015,
TO AMEND CHAPTER 10 OF THE CODE OF
ORDINANCES AND UPDATE THE FLOOD
DAMAGE PREVENTION ORDINANCE
FOR THE CITY OF HATTIESBURG.**

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

SECTION 1. That Chapter 10 of the Code of Ordinances, be and the same is hereby amended to read as follows, to wit:

"ARTICLE 1. STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND OBJECTIVES.

SECTION A. STATUTORY AUTHORIZATION.

The Legislature of the State of Mississippi has in Title 17, Chapter 1, Mississippi Code 1972 Annotated delegated the responsibility to local government units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the governing body of the City of Hattiesburg does hereby adopt the following floodplain management regulations.

SECTION B. FINDINGS OF FACT.

1. The City of Hattiesburg is subject to periodic inundation, which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
2. These flood losses are caused by the cumulative effect of obstructions, both inside and outside the identified Special Flood Hazard Areas, causing increases in flood heights and velocities, and by the occupancy in flood hazard areas by uses vulnerable to floods or hazardous to other lands which are inadequately elevated, floodproofed, or otherwise unprotected from flood damages.

SECTION C. STATEMENT OF PURPOSE.

It is the purpose of this ordinance to promote the public health, safety, and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

1. Restrict or prohibit uses which are dangerous to health, safety, and property due to water or erosion hazards, which result in damaging increases in erosion or in flood heights or velocities;
2. Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
3. Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters;
4. Control filling, grading, dredging, and other development which may increase erosion or flood damage, and;
5. Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

SECTION D. OBJECTIVES.

The objectives of this ordinance are:

1. To protect human life and health;
2. To minimize expenditure of public money for costly flood control projects;
3. To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
4. To minimize prolonged business interruptions;
5. To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
6. To help maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize flood blight areas, and;
7. To ensure that potential homebuyers are notified that property is in a flood prone area.

SECTION E. METHODS OF REDUCING FLOOD LOSSES.

In order to accomplish its purposes, this ordinance includes methods and provisions for:

1. Restricting or prohibiting uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;
2. Requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
3. Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;
4. Controlling filling, grading, dredging, and other development which may increase flood damage, and;
5. Preventing or regulating the construction of flood barriers that will unnaturally divert floodwaters or may increase flood hazards in other areas.

ARTICLE 2. DEFINITIONS.

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance it's most reasonable application.

A, AE, AR/AE, AR/AH, AR/AO, AR/A and A99 zones - see **Zones**

Accessory structure (Appurtenant structure) means a structure, which is located on the same parcel of property as the principal structure, and the use of which is incidental to the use of the principal structure. Accessory structures should constitute a minimal initial investment, may not be used for human habitation, and be designed to have minimal flood damage potential. Examples of accessory structures are detached garages, carports, storage sheds, pole barns, and hay sheds.

Addition (to an existing building) means any walled and roofed expansion to the perimeter or height of a building. Any addition shall be considered new construction. If the addition is more than 50% of the market value of the structure, then the addition and the existing structure are now new construction.

Appeal means a request for a review of the Floodplain Administrator's interpretation of any provision of this ordinance or a request for a variance.

Area of shallow flooding means a designated AO or AH Zone on the community's Flood Insurance Rate Map (FIRM) with a 1 percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of

flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of special flood hazard is the land in the floodplain within a community subject to a one percent (1%) or greater chance of flooding in any given year. This area is also referred to as the Special Flood Hazard Area (SFHA).

Base flood means the flood having a one percent (1%) chance of being equaled or exceeded in any given year (also called the "one percent (1%) chance flood").

Base Flood Elevation (BFE) is the elevation shown in the Flood Insurance Study (FIS) for Zones AE, AH, AR, AR/A, AR/AE, AR/AH, and AR/AO that indicates the water surface elevation resulting from a flood that has a one percent (1%) or greater annual chance of being equaled or exceeded in any given year.

Basement means any portion of a building having its floor sub-grade (below ground level) on all sides.

Buildings -see **Structure**.

Community means any State or area or political subdivision thereof, which has the authority to adopt and enforce floodplain regulations for the areas within its jurisdiction.

Community Floodplain Management Map means any map produced by the community utilizing best available base flood elevation and floodway data that is from a federal, state, or other accepted technical source.

Community Rating System (CRS) is a program developed by the Federal Insurance Administration to provide incentives for those communities in the Regular Program that have gone beyond the minimum floodplain management requirements to develop extra measures to provide protection from flooding.

Community Flood Hazard Area (CFHA) is an area that has been determined by the Floodplain Administrator (or other delegated, designated, or qualified community official) from available technical studies, historical information, and other available and reliable sources, which may be subject to periodic inundation by floodwaters that can adversely affect the public health, safety and general welfare. This includes areas downstream from dams.

Conditional Letter of Map Revision (CLOMR) - see **Letter of Map Change (LOMC)**

Critical facility (also called critical action) means facilities for which the effects of even a slight chance of flooding would be too great. The minimum floodplain of concern for critical facilities is the point 2 percent (0.2%) chance flood level. Critical facilities include, but are not limited, to facilities critical to the health and safety of the public such as: emergency operations centers, designated public shelters, schools, nursing homes, hospitals, police, fire and emergency response installations, vital data storage centers, power generation, water and other utilities (including related infrastructure such as principal points of utility systems) and installations which produce, use or store hazardous materials or hazardous waste (as defined under the Clean Water Act and other Federal statutes and regulations).

D Zone - see **Zones**

Dam is any artificial barrier, including appurtenant works, constructed to impound or divert water, waste water, liquid borne materials, or solids that may flow if saturated. All structures necessary to maintain the water level in an impoundment or to divert a stream from its course will be considered a dam including:

High hazard dam means a class of dam in which failure may cause loss of life, serious damage to residential, industrial, or commercial buildings; or damage to, or disruption

of, important public utilities or transportation facilities such as major highways or railroads. Dams which meet the statutory thresholds for regulation that are proposed for construction in established or proposed residential, commercial, or industrial areas will be assigned this classification, unless the applicant provides convincing evidence to the contrary. A development permit is required for a structure and any associated fill downstream from a dam at any location where flooding can be reasonably anticipated from principal or emergency spillway discharges, or from overtopping and failure of the dam.

Low hazard dam means a class of dam in which failure would at the most result in damage to agricultural land, farm buildings (excluding residences), or minor roads.

Significant hazard dam means a dam assigned the significant hazard potential classification where failure may cause damage to main roads, minor railroads, or cause interruption of use, or service of relatively important public utilities.

Development means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, or storage of materials or equipment.

Dry Floodproofing – see **Floodproofing Methods**

Elevated building means for insurance purposes, a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, pilings, columns, or piers.

Elevation Certificate is a FEMA form used as a certified statement that verifies a building's elevation information.

Emergency Program means the first phase under which a community participates in the NFIP. It is intended to provide a first layer amount of insurance coverage for all insurable buildings in that community before the effective date of the initial FIRM.

Enclosure Below the Lowest Floor - see **"Lowest Floor."**

Encroachment means the advance or infringement of uses, plant growth, fill, excavation, buildings, structures or development into a floodplain, which may impede or alter the flow capacity of a floodplain.

Executive Order 11988 (Floodplain Management) this order requires that no federally assisted activities be conducted in or have the potential to affect identified Special Flood Hazard Areas, unless there is no practicable alternative.

Executive Order 11990 (Wetlands Protection) this order requires the avoidance of adverse impacts associated with the destruction or modification of wetlands.

Existing Construction means structures for which the "start of construction" commenced before initial FIRM. Existing construction may also be referred to as existing structures.

Existing manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

Expansion to an existing manufactured home park or subdivision includes the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured

homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Fill means a deposit of earthen materials placed by artificial means.

Five-Hundred (500) Year Flood means the flood that has a point 2 percent (0.2%) chance of being equaled or exceeded in any year. Areas subject to the point 2 percent (0.2%) chance flood have a moderate risk of flooding.

Flood or flooding means:

A.) A general and temporary condition of partial or complete inundation of normally dry land areas from:

- 1.) The overflow of inland or tidal waters.
- 2.) The unusual and rapid accumulation or runoff of surface waters from any source.
- 3.) Mudslides (i.e. mudflows) which are proximately caused by flooding as defined in paragraph (A)(2) of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.

B.) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (A)(1) of this definition.

Flood (insurance definition) means a general and temporary condition of partial or complete inundation of two or more acres of normally dry land areas or of two or more properties (e.g. a building and a public street) from (1) overflow of inland or tidal waters (2) unusual and rapid accumulation or runoff of surface waters (3) mudflows caused by flooding.

Flood Insurance Rate Map (FIRM) means an official map of a community, on which FEMA has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

Flood Insurance Study (FIS) is the document which provides an examination, evaluation, and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation, and determination of mudslide and/or flood-related erosion hazards.

Flood Protection Elevation is the base flood elevation plus one (1) foot of freeboard. In areas where no base flood elevations exist from any authoritative source, the flood protection elevation can be historical flood elevations, or base flood elevations determined and/or approved by the floodplain administrator plus freeboard.

Floodplain means any land area susceptible to being inundated by flood waters from any source.

Floodplain Administrator is the individual appointed to administer and enforce the floodplain management regulations.

Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

Floodplain management regulations means this ordinance and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances, and other applications of police power which control development in flood-prone areas. This term describes federal, state, or local regulations in any combination thereof, which provide standards for preventing and reducing flood loss and damage.

Floodproofing Certificate is an official FEMA form used to certify compliance for non-residential structures, as an alternative to elevating buildings to or above the base flood elevation.

Floodproofing Methods:

Dry Floodproofing means any combination of structural and nonstructural additions, changes, or adjustments to structures, which reduce or eliminate flood damages to real estate or improved real estate property, water, and sanitary facilities, structures, and their contents. Structures shall be floodproofed with a minimum of 12 inches of freeboard (more is recommended) in relation to the base flood elevation. Dry floodproofing of a pre-FIRM residential structure that has not been substantially damaged or improved is allowed. Dry floodproofing of a post- FIRM residential building is not allowed.

Wet floodproofing means a method of construction which allows water to enter a structure in such a way that will minimize damage to the structure and its contents. Wet floodproofing is appropriate for functionally dependent use and uses that facilitate open space use by variance only, structures utilized for parking or limited storage, or when all other techniques are not technically feasible. Wet floodproofing shall not be utilized as a method to satisfy the requirements of this ordinance for bringing substantially damaged or improved structures into compliance. Wet floodproofing is not allowed in lieu of complying with the lowest floor elevation requirements for new residential buildings.

Floodway, Regulatory means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot (1').

Floodway fringe means that area of the special flood hazard area on either side of the regulatory floodway.

Freeboard means a factor of safety, usually expressed in feet above the BFE, which is applied for the purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed. The City of Hattiesburg's freeboard is one (1) foot above BFE.

Functionally dependent use means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, ship building and ship repair facilities. The term does not include long-term storage, manufacturing facilities, processing functions, sales, administrative functions, or service facilities.

Hardship (as related to variances of this ordinance) means the exceptional difficulty that would result from a failure to grant the requested variance. The governing body of the City of Hattiesburg requires that the variance is exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is NOT exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

Hazard potential means the possible adverse incremental consequences that result from the release of water or stored contents due to failure of a dam or mis-operation of a dam or appurtenances. The hazard potential classification of a dam does not reflect in any way on the current condition of a dam and its appurtenant structures (e.g. safety, structural integrity, and flood routing capacity).

High hazard dam – see **Dams**

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a building.

Historic Structure means any structure that is:

- a. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- c. Individually listed on the State of Mississippi inventory of historic structures (Mississippi Landmarks), or;
- d. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified by an approved state program as determined by the Secretary of the Interior.

Hydrologic and hydraulic engineering analyses means the analyses performed by a professional engineer, registered in the State of Mississippi, in accordance with standard engineering practices as accepted by FEMA, used to determine flood elevations and/or floodway boundaries.

Increased Cost of Compliance (ICC) coverage means under the standard flood insurance policy the cost to repair a substantially flood damaged building that exceeds the minimal repair cost and that is required to bring a substantially damaged building into compliance with the local flood damage prevention ordinance. Acceptable mitigation measures are floodproofing (nonresidential), relocation, elevation, demolition, or any combination thereof. All renewal and new policies with effective dates on or after June 1, 1997, include ICC coverage.

Letter of Map Change (LOMC) is an official FEMA determination, by letter, to amend or revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, and Flood Insurance Studies.

Letter of Map Amendment (LOMA)

An amendment based on technical data showing that a property was incorrectly included in a designated SFHA was not elevated by fill (only by a natural grade elevation), and will not be inundated by the one percent (1%) chance flood. A LOMA amends the current effective FIRM and establishes that a specific property is not located in a SFHA.

Letter of Map Revision (LOMR)

A revision based on technical data that, usually due to manmade changes, shows changes to flood zones, flood elevations, floodplain and floodway delineations, and planimetric features. One common type of LOMR, a LOMR-F, is a determination concerning whether a structure or parcel has been elevated by fill above the BFE and is, therefore, excluded from the SFHA.

Letter of Map Revision, Conditional (CLOMR)

A formal review and comment by FEMA as to whether a proposed project complies with the minimum NFIP floodplain management criteria. A CLOMR does not revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, or Flood Insurance Studies.

Levee means a man-made structure; usually earthen embankment. Designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee system means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Low hazard dam – see **Dams**

Lowest adjacent grade means the elevation of the sidewalk, or patio slab immediately next to the building or basement entryway immediately next to the structure. It does not include earth that is placed for aesthetic or landscape reasons around a foundation wall.

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or storage - in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation provisions of this code.

Manufactured home (44 CFR 59.1 definition / FEMA) means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle."

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Map Amendment means a change to an effective NFIP map that results in the exclusion from the SFHA or an individual structure or a legally described parcel of land that has been inadvertently included in the SFHA (i.e., no alterations of topography have occurred since the date of the first NFIP map that showed the structure or parcel to be within the SFHA). See Letter of Map Change (LOMC) for ways to request a Map Amendment.

Map Panel Number means the four-digit number followed by a letter suffix assigned by FEMA on a FIRM. The first four digits represent the map panel, and the letter suffix represents the number of times the map panel has been revised.

Market value means the building value, which is the property value less the land value (as agreed between a willing buyer and seller); as established by what the local real estate market will bear. Market value can be established by independent certified appraisal; replacement cost depreciated by age of building (Actual Cash Value); or adjusted assessed values.

Mean Sea Level means, for the purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map (FIRM) are referenced.

National Flood Insurance Program (NFIP) is the federal program that makes flood insurance available to owners of property in participating communities nationwide through the cooperative efforts of the Federal Government and the private insurance industry.

National Geodetic Vertical Datum (NGVD) means a vertical control, corrected in 1929, used as a reference for establishing varying elevations within the floodplain.

New Construction means a structure for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structure or the addition. This would include any additions to an existing structure.

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain regulations adopted by a community.

Non-Residential means, but is not limited to; small business concerns, churches, schools, farm buildings (including grain bins and silos), poolhouses, clubhouses, recreational buildings, mercantile structures, agricultural and industrial structures, warehouses, and hotels or motels with normal room rentals for less than 6 months duration.

North American Vertical Datum (NAVD) of 1988 means a vertical control, corrected in 1988, used as a reference for establishing varying elevations within the floodplain.

Obstruction means, but is not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, channel construction, bridge, conduit, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation or other material in, along, across or projecting into any watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water, or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.

One Percent (1%) Flood (aka 100-Year Flood) is the flood that has a one percent (1%) chance of being equaled or exceeded in any given year. Any flood zone that begins with the letter A is subject to inundation by the one percent (1%) chance flood. Over the life of a 30-year loan, there is a 26-percent chance of experiencing such a flood within the SFHA.

Participating Community is any community that voluntarily elects to participate in the NFIP by adopting and enforcing floodplain management regulations that are consistent with the standards of the NFIP.

Post-FIRM Construction means new construction and substantial improvements for which start of construction occurred after December 31, 1974, or on or after the effective date of the initial FIRM of the community, whichever is later.

Pre-FIRM Construction means new construction and substantial improvements for which start of construction occurred on or before December 31, 1974, or before the effective date of the initial FIRM of the community, whichever is later.

Probation is a means of FEMA formally notifying participating communities of the first of the two NFIP sanctions due to their failure to correct violations and deficiencies in the administration and enforcement of the local floodplain management regulations.

Public safety and nuisance means anything which is injurious to the safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

Recreational vehicle means a vehicle that is:

- a. Licensed and titled as an RV or park model (not a permanent residence);
- b. Built on a single chassis, without permanent foundation;
- c. 400 square feet or less when measured at the largest horizontal projection;

- d. Has no attached deck, porch, or shed;
- e. Has quick-disconnect sewage, water, and electrical connectors;
- f. Designed to be self-propelled or permanently towable by a light duty truck, and;
- g. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regular Program means the second phase of the community's participation in the NFIP in which second layer coverage is available based upon risk premium rates only after FEMA has completed a risk study for the community.

Regulatory floodway – see **Floodway, Regulatory**

Repair means the reconstruction or renewal of any part of an existing building for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by a community, and all such regulations effective at the time of permitting must be met.

Repetitive Loss means flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

Repetitive Loss Property is any insurable building for which two or more claims of more than \$1,000 were paid by the National Flood Insurance Program (NFIP) within any rolling 10-year period, since 1978. At least two of the claims must be more than ten days apart but, within ten years of each other. A RL property may or may not be currently insured by the NFIP.

Residential Structure is a building or portion thereof designed or used for residential occupancy but not including hotels, motels, and motor lodges.

Section 1316 means that section of the National Flood Insurance Act of 1968, as amended, which states that no new flood insurance coverage shall be provided for any property that FEMA finds has been declared by a duly constituted state or local zoning authority or other authorized public body to be in violation of state or local laws, regulations, or ordinances that are intended to discourage or otherwise restrict land development or occupancy in flood-prone areas.

Severe Repetitive Loss Structure means any insured property that has met at least one of the following paid flood loss criteria since 1978, regardless of ownership:

- a. Four or more separate claim payments of more than \$5,000 each (including building and contents payments); or
- b. Two or more separate claim payments (building payments only) where the total of the payments exceeds the current market value of the property.

In either case, two of the claim payments must have occurred within ten years of each other. Multiple losses at the same location within ten days of each other are counted as one loss, with the payment amounts added together.

Significant hazard dam – see **Dams**

Special flood hazard area (SFHA) is the land in the floodplain within a community subject to a one percent (1%) or greater chance of flooding in any given year as shown on a FHBM or FIRM as Zones A, AE, AH, AO, AR, AR/AE, AR/AO, AR/AH, AR/A or A99.

Start of construction includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a building on a site, such as the pouring of slabs or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main building. For substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure (for floodplain management purposes), means a walled and roofed building, including a gas or liquid storage tank that is principally above ground, as well as a manufactured home.

Structure (for insurance purposes), means a building with two or more outside rigid walls and a fully secured roof, that is affixed to a permanent site; a manufactured home built on a permanent chassis, transported to its site in one or more sections, and affixed to a permanent foundation; or a travel trailer without wheels, built on a chassis and affixed to a permanent foundation, that is regulated under the community's floodplain management and building ordinances or laws. The term does not include a recreational vehicle or a park trailer or other similar vehicle, except as described in the last part of this definition, or a gas, or a liquid storage tank.

See also: Accessory structure, Elevated building, Historic structure, New Construction, Manufactured home park or subdivision, Manufactured housing, New Manufactured home park or subdivision, Non-Residential, or Residential

Subrogation means an action brought by FEMA when flood damages have occurred, a flood insurance claim has been paid, and all or part of the damage can be attributed to acts or omissions by a community or other third party.

Substantial Damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. Substantial damage also means flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

Substantial Improvement means any combination of reconstruction, rehabilitation, addition or other improvement of a structure taking place during a (ten) 10 year period in which the cumulative percentage of improvement equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. The designated ten (10) year period begins at the date of the initial improvement to the structure. This term includes structures which have incurred repetitive loss or substantial damage, regardless of the actual repair work performed.

The term does **not** apply to:

- a. Any project for improvement of a building to correct violations of state or local existing health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are minimum necessary to assure safe living conditions, provided that said code deficiencies were not caused by neglect or lack of maintenance on the part of the current or previous owners or;

- b. Any alteration of a “historic structure” provided that the alteration will not preclude the structure’s continued designation as a “historic structure.”

Substantially improved existing manufactured home parks or subdivisions means manufactured home parks or subdivisions where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 50 percent of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

Suspension means the removal, with or without probation, of a participating community from the NFIP because the community failed to adopt and enforce the compliant floodplain management regulations required for participation in the NFIP.

Variance is a grant of relief by the community from the terms of floodplain management regulations.

Violation means the failure of a structure or other development to be fully compliant with the community’s floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in the community’s floodplain management regulations is presumed to be in violation until such time as that documentation is provided.

Watercourse means any flowing body of water including a river, creek, stream, or a branch.

Water surface elevation means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum (NAVD) of 1988, (or other datum, where specified) of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Wet floodproofing – see **Floodproofing Methods**

Zone means a geographical area shown on a Flood Hazard Boundary Map or a Flood Insurance Rate Map that reflects the severity or type of flooding in the area. The following zones are applicable in the City of Hattiesburg:

A Zone is the Area of Special Flood Hazard without base flood elevations determined.

AE Zone is the Area of Special Flood Hazard with base flood elevations determined.

AR/AE, AR/AH, AR/AO, and AR/A Zones are SFHAs that result from the decertification of a previously accredited flood protection system or levee that is in the process of being restored to provide a one percent (1%) chance or greater level of flood protection. After restoration is complete, these areas will still experience residual flooding from other flooding sources.

A99 Zone is that part of the SFHA inundated by the one percent chance flood to be protected from the one percent chance flood by a Federal flood protection system or levee under construction, no base flood elevations are determined.

D Zone is an area in which the flood hazard is undetermined.

X Zones (shaded) are areas of point 2 percent (0.2%) chance flood that are outside of the SFHA with average depths of less than one (1) foot, or with contributing drainage areas of less than one (1) square mile and areas protected by certified levees from the base flood.

X Zones (un-shaded) are areas determined to be outside the SFHA and the point 2 percent (0.2%) chance floodplain.

ARTICLE 3. GENERAL PROVISIONS.

SECTION A. LANDS TO WHICH THIS ORDINANCE APPLIES.

This ordinance shall apply to all special flood hazard areas (SFHAs) within the jurisdiction of the City of Hattiesburg.

SECTION B. BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD.

The areas of special flood hazard identified by the Federal Emergency Management Agency in the Forrest County Flood Insurance Study, dated March 16, 2015, with the accompanying Flood Insurance Rate Map(s) (FIRM) containing various panel numbers indicating the city limits of Hattiesburg, and other supporting data are adopted by reference and declared to be a part of this ordinance.

<u>Map Number</u>	<u>Map Revised Date</u>	<u>Map Number</u>	<u>Map Revised Date</u>
28035C0015D	3/2/2010	28035C0119D	3/2/2010
28035C0020D	3/2/2010	28035C0126D	3/2/2010
28035C0040D	3/2/2010	28035C0127D	3/2/2010
28035C0041D	3/2/2010	28035C0128D	3/2/2010
28035C0042D	3/2/2010	28035C0129D	3/2/2010
28035C0043D	3/2/2010	28035C0135D	3/2/2010
28035C0044D	3/2/2010	28035C0140D	3/2/2010
28035C0062D	3/2/2010	28035C0145D	3/2/2010
28035C0063D	3/2/2010	28035C0155D	3/2/2010
28035C0064D	3/2/2010	28035C0160D	3/2/2010
28035C0070D	3/2/2010	28035C0165D	3/2/2010
28035C0080D	3/2/2010	28035C0170D	3/2/2010
28035C0085D	3/2/2010	28035C0180D	3/2/2010
28035C0101D	3/2/2010	28035C0185D	3/2/2010
28035C0102D	3/2/2010	28035C0190D	3/2/2010
28035C0103D	3/2/2010	28035C0195D	3/2/2010
28035C0104D	3/2/2010	28035C0205D	3/2/2010
28035C0106D	3/2/2010	28035C0210D	3/2/2010
28035C0107D	3/2/2010	28035C0215D	3/2/2010
28035C0108D	3/2/2010	28035C0220D	3/2/2010
28035C0109E	3/16/2015	28035C0230D	3/2/2010
28035C0111D	3/2/2010	28035C0235D	3/2/2010
28035C0112D	3/2/2010	28035C0240D	3/2/2010
28035C0114D	3/2/2010	28035C0245D	3/2/2010
28035C0116D	3/2/2010	28035C0275D	3/2/2010
28035C0117E	3/16/2015	28035C0300D	3/2/2010
28035C0118D	3/2/2010		

The Flood Insurance Study and maps are on file in the Planning Office of the Department of Urban Development, located in the City Hall Building.

SECTION C. USE OF PRELIMINARY FLOOD HAZARD DATA.

When Flood Insurance Studies and Preliminary Flood Insurance Rate Maps have been provided by FEMA:

1. Prior to the issuance of a Letter of Final Determination (LFD) by FEMA, the use of the preliminary flood hazard data shall only be required where no base flood elevations and/or floodway areas exist or where the preliminary base flood elevations or floodway area exceed the base flood elevations and/or floodway widths in the effective flood hazard data provided by FEMA. Such preliminary data may be subject to revision through valid appeals.

2. Upon the issuance of a Letter of Final Determination (LFD) by FEMA, the revised flood hazard data shall be used and replace all previously effective flood hazard data provided by FEMA for the purposes of administering these regulations.

Where adopted regulatory standards conflict, the more stringent base flood elevation shall prevail. Preliminary FIS data may be subject to change by a valid appeal.

SECTION D. ESTABLISHMENT OF FLOODPLAIN DEVELOPMENT PERMIT.

A development permit shall be required in conformance with the provision of this ordinance prior to the commencement of any development activities in identified areas of special flood hazard.

SECTION E. COMPLIANCE.

No structure or land shall hereafter be located, extended, converted or structurally altered without full compliance with the terms of this ordinance and other applicable regulations.

SECTION F. ABROGATION AND GREATER RESTRICTIONS.

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION G. INTERPRETATION.

In the interpretation and application of this ordinance all provisions shall be:

1. Considered as minimum requirements;
2. Liberally construed in favor of the governing body, and;
3. Deemed neither to limit nor repeal any other powers granted under state statutes.

SECTION H: REPETITIVE LOSS STRUCTURES.

The community may declare any existing structure as a repetitive loss structure as required to qualify the structure for increased cost of compliance (ICC) benefits allowed by a National Flood Insurance Program flood policy claim. To be declared a repetitive loss structure, the following conditions must be met:

1. The structure must have a flood insurance policy that includes the increased cost of compliance coverage and;
2. The structure must have been flooded twice during a ten-year period with each flood event causing damage for which the repair cost equaled or exceeded 25% of the market value of the structure.

SECTION I. WARNING AND DISCLAIMER OF LIABILITY.

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur on rare occasions.

Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of governing body of the City of Hattiesburg or by any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

SECTION J. ENFORCEMENT, PENALTIES, AND VIOLATIONS.

1. Any action or inaction which violates the provisions of this ordinance or permit shall

constitute a misdemeanor.

2. Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not exceeding one thousand dollars (\$1,000.00) or imprisonment for a term not exceeding ninety (90) days, or by both such fine and imprisonment in the discretion of the municipal judge, and in addition, shall pay all costs and expenses involved in the case. Each act of violation and each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the Floodplain Administrator from taking such other lawful actions as are necessary to prevent or remedy any violation.

ARTICLE 4. ADMINISTRATION.

SECTION A. DESIGNATION OF FLOOD DAMAGE PREVENTION ORDINANCE ADMINISTRATOR.

The governing body of the City of Hattiesburg hereby appoints the Planning Administrator, or their designee, to administer and implement the provisions of this ordinance and is herein referred to as the Floodplain Administrator and/or the administrator.

SECTION B. PERMIT PROCEDURES.

Application for a Development Permit shall be made to the Floodplain Administrator on forms furnished by him or her prior to any development activities, and may include, but not be limited to, the following plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, earthen fill, storage of materials or equipment, drainage facilities, and the location of the foregoing. Specifically, the following information is required:

1. Application Stage.

- a. Elevation in relation to mean sea level of the proposed lowest floor (including basement) of all buildings, which will be submitted on a FEMA Elevation Certificate by a State of Mississippi registered engineer or surveyor;
- b. Elevation in relation to mean sea level to which any non-residential building in an A or AE Zone will be floodproofed;
- c. Certificate from a State of Mississippi registered professional engineer or architect that the non-residential floodproofed building will meet the floodproofing criteria in Article 4, Section B-2 and Article 5, Section C-2;
- d. No floodplain development permit can be issued to any mobile, modular, or permanently constructed residence, building or facility unless the owner, lessee, or developer obtains a Notice of Intent from the Mississippi State Health Department, pursuant to the MS Individual On-Site Wastewater Disposal System Law (2009), for unsewered areas of the City.
- e. Description of the extent to which any watercourse will be altered or relocated as result of proposed development.

2. Construction Stage:

Upon establishment/placement of the lowest floor, before framing continues, including any approved floodproofing method, by whatever construction means, it shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the NAVD or NGVD elevation of the lowest floor or floodproofed elevation, as built, in relation to mean sea level. Said certification shall be prepared by or under the direct supervision of a registered land

surveyor or professional engineer, who is authorized by the state of Mississippi to certify such information, and certified by same. When floodproofing is utilized for a particular building said certification shall be prepared by or under the direct supervision of a professional engineer or architect, who is authorized by the state of Mississippi to certify such information, and certified by same. Floodproofing shall be required to be one (1) foot above the base flood elevation.

Any work undertaken prior to submission of the certification shall be at the permit holder's risk. The Floodplain Administrator shall review the lowest floor & floodproofing elevation survey data submitted. The permit holder immediately and prior to further progressive work being permitted to proceed shall correct deficiencies detected by such review. Failure to submit the survey or failure to make said corrections required hereby shall be cause to issue a stop-work order for the project.

In any lot or lots/areas that have been removed from the special flood hazard area via a Letter of Map Revision Based on Fill, and if the top of fill level is below the freeboard elevation, all new structures, additions to existing buildings or substantial improvement must meet the required community freeboard elevation.

3. Finished Construction:

Upon completion of construction, a FEMA elevation certificate which depicts all finished construction elevations is required to be submitted to the Floodplain Administrator. If the project includes a floodproofing measure, a FEMA floodproofing certificate is required to be submitted by the permit holder to the Floodplain Administrator.

SECTION C. POWERS, DUTIES, AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR.

The Floodplain Administrator and his or her designated staff is hereby authorized and directed to enforce the provisions of this ordinance. The Administrator is further authorized to render interpretations of this ordinance, which are consistent with its spirit and purpose.

1. Right of Entry

- a. Whenever necessary to make an inspection to enforce any of the provisions of this ordinance, or whenever the Administrator has reasonable cause to believe that there exists in any building or upon any premises any condition or ordinance violation which makes such building, structure or premises unsafe, dangerous or hazardous, the Administrator may enter such building, structure or premises at all reasonable times to inspect the same or perform any duty imposed upon the Administrator by this ordinance.
- b. If such building or premises are occupied, the Administrator shall first present proper credentials and request entry. If such building, structure, or premises are unoccupied, he shall first make a reasonable effort to locate the owner or other persons having charge or control of such building or premises.
- c. If entry is refused, the Administrator shall have recourse to every remedy provided by law to secure entry.
- d. When the Administrator shall have first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or any other persons having charge, care or control of any building, structure, or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the Administrator for the purpose of inspection and examination pursuant to this ordinance.

2. Duties of the administrator shall include, but not be limited to:

- a. Review all development permits to assure that the permit requirements of this ordinance have been satisfied.

- b. Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334. Additionally, require the permittee to obtain and submit copies of any required federal or state permits and maintain them on file with the development permit.
- c. Perform a minimum of three inspections to ensure that all applicable ordinance and floodplain development requirements have been satisfied. The first inspection upon the establishment of the Base Flood Elevation reference mark at the development site; the second upon the establishment of the structure's footprint prior to pouring the slab or the establishment of the lowest floor in an elevated foundation system; and the final inspection upon completion and submission of the required finished construction elevation certificate.
- d. Verify any required setback distances.
- e. Verify that all placement of fill or grading is according to certified plans. Assure that any fill being used as part of the structure's foundation system is both clean material and properly compacted and placed. A professional certification that the foundation footings of any structure built on fill was engineered and is reasonably safe from flooding must be requested of the builder/developer, and the owner/contractor must provide density reports from a licensed testing agency showing that the fill meets a 95% compaction ratio.
- f. Verify adequate placement and size of any required flood vents in regard to the number of openings, their location, size, and height above ground level.
- g. Ensure that a crawlspace has adequate vents or openings and that the interior grade is at or above the exterior grade. The foundation must be vented to comply with the floodplain ordinance as well as the currently adopted building code.
- h. Verify that the structure's utilities, duct work, and HVAC systems are at or above the base flood elevation.
- i. Notify adjacent communities, the NFIP State Coordinator, and other federal and/or state agencies with statutory or regulatory authority prior to any alteration or relocation of a watercourse.
- j. Assure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is maintained.
- k. Verify and record the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new construction and substantially improved buildings, in accordance with Article 4, Section 2-B). Information must be recorded on the FEMA Elevation Certificate.
- l. Verify and record the actual elevation (in relation to mean sea level) to which the new construction and substantially improved buildings have been floodproofed, in accordance with Article 4, Section 2-B). Information must be recorded on the FEMA Elevation Certificate.
- m. Review certified plans and specifications for compliance.
- n. Make the necessary interpretation where interpretation is needed as to the exact location of boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). The

person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this Article.

- o. Obtain, review and reasonably utilize any base flood elevation and floodway data available from a federal, state or other source when base flood elevation data or floodway data have not been provided in accordance with Article 3, Section B, in order to administer the provisions of Article 5.
- p. Provide information, testimony, or other evidence, as needed during variance request hearings.
- q. Conduct the following actions when damage occurs to a building or buildings:
 - 1. Determine whether damaged structures are located within the Special Flood Hazard Area;
 - 2. Conduct damage assessments for those damaged structures located in the SFHA, and;
 - 3. Make a reasonable attempt to notify owner(s) of damaged structure(s) of the requirement to obtain a building permit / floodplain development permit prior to repair, rehabilitation, or reconstruction.
- r. Perform such other inspections as may be required to insure compliance with the other provisions of this ordinance.

ARTICLE 5. PROVISIONS FOR FLOOD HAZARD REDUCTION.

SECTION A. GENERAL STANDARDS.

In all areas of special flood hazard the following provisions are required:

- 1. New construction and substantial improvements shall be anchored to prevent flotation, collapse and lateral movement of the structure.
- 2. Manufactured homes shall be anchored to prevent flotation, collapse, and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. Dry stacked blocks/piers (stacked without the use of mortar or cement to bond them together) are not acceptable as an anchor/elevation method. Only reinforced blocks/piers (with concrete and metal dowels) are allowed as an approved anchor/elevation method. This standard shall be in addition to and consistent with applicable state requirements for resisting wind forces.
- 3. New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
- 4. New construction or substantial improvements shall be constructed by methods and practices that minimize flood damage.
- 5. Electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities, including ductwork, shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding, such facilities shall be located a minimum of one foot (1') above the Base Flood Elevation.
- 6. New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.

7. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.
8. On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
9. Any alteration, repair, reconstruction or improvements to a building that is in compliance with the provisions of this ordinance shall meet the requirements of "new construction" as contained in this ordinance.
10. Any alteration, repair, reconstruction or improvements to a building that is not in compliance with the provisions of this ordinance, shall be undertaken only if said non-conformity shall meet the requirements of "new construction" as contained in this ordinance.
11. All gas and liquid storage tanks (both above and below ground) shall be adequately anchored to prevent floatation, lateral movement resulting from hydrodynamic forces, and the effects of buoyancy.
12. When new construction and substantial improvements are located in multiple flood zones or in a flood zone with multiple base flood elevations, they shall meet the requirement for the more stringent flood zone and the highest base flood elevation.
13. New construction and substantial improvement of any building inside the SFHA, shall have the lowest floor (including basement) at least one (1) foot above the base flood elevation or at least one foot above the centerline of the designated street, whichever is greater. Areas outside the SFHA shall be elevated in accordance with Article 5, Section B.
14. All new horizontal additions must have the lowest floor and all HVAC, including ductwork, elevated to the regulatory base flood elevation.
15. New construction and substantial improvements of structures built on fill shall be constructed on properly designed and compacted fill that extends 10 feet to 15 feet beyond the building walls before dropping below the base flood elevation, and shall have appropriate protection from erosion and scour as follows:
 - a. Fill sites, upon which structures will be constructed or placed, must be compacted to 95 percent of the maximum density obtainable with the Standard Proctor Test method or an acceptable equivalent method.
 - b. Fill slopes shall be no steeper than one (1) foot vertical to two feet horizontal.
 - c. Adequate protection against erosion is must be provided for fill slopes. When expected velocities during the occurrence of the base flood are greater than five feet per second, armoring with stone or rock protection or material that will provide equivalent resistance will be provided. When expected velocities during the base flood are five feet per second or appropriate protection shall be provided by covering them with vegetative cover at a minimum.
 - d. Fill shall be composed of clean granular or earthen material.
16. Storage or processing of materials that are hazardous, flammable, explosive, or in time of flooding could become buoyant and pose an obstruction to flow, are prohibited within the community special flood hazard areas, to include identified floodways. Storage of material or equipment not otherwise prohibited shall be firmly anchored to prevent flotation.

SECTION B. STANDARDS FOR X ZONES (SHADED/UN-SHADED).

Any area outside the FEMA studied areas lying along blue line streams shown on the United

States Department of the Interior Geological Survey quadrants of which the City of Hattiesburg is contained and/or areas with flood prone soils which are contiguous to blue line streams as shown on the City of Hattiesburg Flood Prone Soils Map shall also be considered community flood hazard areas.

1. Compliance with the City of Hattiesburg's Land Development Code, Ordinance Number 2330, as amended, specifically the section for Natural Stream Buffers, Protection during Land Disturbance Activities and Detention/Retention Areas for all zones, both inside and outside the SFHA.
2. Compliance with the City of Hattiesburg Code of Ordinances, specifically Section 22-6 regulations for first floor elevation of all structures erected in all zones of the City.
3. The X Zones (shaded/un-shaded) are considered to be low to moderate risk flood zones and are located outside the community's delineated special flood hazard area and include the following:
 - a. Areas outside the one percent (1%) chance flood zone, but within the point 2 percent (0.2%) chance flood zone, as determined by a detailed study;
 - b. Areas outside the point 2 percent (0.2%) chance flood zone as determined by a detailed study, and;
 - c. Areas that have not yet been studied.
4. The community reserves the right to require further studies for any development within its jurisdiction, if there is evidence that a potential flood hazard exists. Studies can be used to designate community flood hazard areas. Such evidence may include but shall not be limited to:
 - a. Eyewitness reports of historic flooding or other reports of historic flooding deemed credible by the community;
 - b. Geologic features observed that resemble floodplains (such as flat areas along streams);
 - c. Proximity to manmade or natural constrictions such as road crossings that can cause backwater effects, and;
 - d. Drainage basin characteristics such as drainage area, slope, percent impervious cover, land use, etc.

SECTION C. SPECIFIC STANDARDS FOR AREAS WITH BASE FLOOD ELEVATIONS AND/OR FLOODWAYS (aka AE ZONES).

In all areas of special flood hazard designated on the community's FIRM, where base flood elevation data have been provided, as set forth in Article 3, Section B, the following provisions, in addition to the general standards of Article 5, Section A, are required:

1. Residential Construction. New construction and substantial improvement of any residential building (including manufactured home) shall have the lowest floor, including basement, elevated to no lower than one foot (1') above the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, flood openings sufficient to automatically equalize hydrostatic flood forces on exterior walls of enclosures that are subject to flooding, shall be provided in accordance with standards of Article 5, Section C-4. New development proposals will be designed, to the maximum extent practicable, so residential building sites, walkways, driveways, and roadways are located at natural grade with elevation not less than the base flood elevation and with evacuation routes leading directly out of the special flood hazard area.

2. Non-Residential Construction. New construction and substantial improvement of any commercial, industrial, or non-residential building (including manufactured building) shall have the lowest floor, including basement, elevated to no lower than one foot (1') above the base flood elevation. Buildings located in all A Zones may, together with attendant utility and sanitary facilities, be floodproofed in lieu of being elevated provided that all areas of the building below the base flood elevation (plus a minimum of one foot (1') of freeboard) are water tight with walls substantially impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. Dry floodproofing is allowed only where flood velocities are less than or equal to five feet per second. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. A Flood Emergency Operation Plan and an Inspection and Maintenance Plan must be provided by the design professional for the building. Such certification shall be provided to the Floodplain Administrator. New development proposals will be designed, to the maximum extent practicable, so non-residential building sites, walkways, driveways, and roadways are located at natural grade with elevation not less than the base flood elevation and with evacuation routes leading directly out of the special flood hazard area
3. In special flood hazard areas with base flood elevations (AE Zones) but without floodways, no encroachments, including fill material or structures, shall be permitted unless certification by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community. The engineering certification must be supported by technical data that conforms to standard hydraulic engineering principles.
4. Enclosures. New construction and substantial improvements that include fully enclosed areas formed by foundation and other exterior walls below the lowest floor shall be designed to preclude finished living space and designed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls. Total enclosed areas will be limited to three hundred (300) feet. Enclosed areas, including crawl spaces, shall be used solely for parking of vehicles, building access, and storage.
 - a. Designs for complying with this requirement must either be certified by a professional engineer or architect or meet or exceed the following criteria:
 - (i) Provide a minimum of two openings, on different sides of each enclosed area; if a structure has more than one (1) enclosed area below the base flood elevation, each shall have openings on exterior walls;
 - (ii) The total net area of all openings shall be at least one (1) square inch for each square foot of enclosed area, or the openings shall be designed and the construction documents shall include a statement that the design and installation will provide for equalization of hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of floodwaters;
 - (iii) The bottom of all openings shall be no higher than one (1) foot above interior grade (which must be equal to in elevation or higher than the exterior grade);
 - (iv) Openings shall allow the passage of a three inch sphere.
 - (v) Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwaters in both directions and automatically equalize hydrostatic flood loads on exterior walls, and;
 - b. Access to the enclosed area shall be minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the living area (stairway or elevator); and,

- c. The interior portion of such enclosed area shall not be finished or partitioned into separate rooms.
 - d. Property owners shall be required to execute a flood openings/venting affidavit acknowledging that all openings will be maintained as flood vents, and that the elimination or alteration of the openings in any way will violate the requirements of Article 5, Section C. Periodic inspections will be conducted by the Floodplain Administrator to ensure compliance.
5. Detached storage buildings, sheds, or other like accessory improvements, excluding detached garages, carports, and boat houses, shall solely be used for parking of vehicles and storage, and will be allowed up to no more than three hundred (300) square feet of unfinished, non-partitioned and enclosed storage space. Such storage space shall not be used for human habitation and shall be limited to storage of items that can withstand exposure to the elements and have low flood damage potential. The storage space shall be constructed of flood resistant or breakaway materials, and equipment and service utilities, such as electrical outlets, shall be limited to essential lighting and other incidental uses, and must be elevated or floodproofed. Flood openings in accordance with the standards of Article 5 Section C-4 shall also be required. These accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters. Accessory improvements and other apparent structures shall be firmly anchored to prevent flotation that may result in damage to other structures.
 6. Property owners shall be required to execute and record with the structure's deed a non-conversion agreement declaring that the area below the lowest floor of the structure or the detached accessory building shall not be improved, finished or otherwise converted; the community will have the right to inspect the enclosed area.
 7. Standards for Manufactured Homes and Recreational Vehicles.
 - a. All manufactured homes placed, or substantially improved, on individual lots or parcels, in existing manufactured home parks or subdivisions, in expansions to existing manufactured home parks or subdivisions, in new manufactured home parks or subdivisions or in substantially improved manufactured home parks or subdivisions, must meet all the requirements for new construction, including elevation and anchoring and the flood openings requirements of Article 5 Section C-3. Manufactured homes must be:
 - (i) Elevated on a permanent foundation to have its lowest floor elevated to no lower than one foot (1') above the base flood elevation, and;
 - (ii) Securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
 - b. All manufactured homes placed or substantially improved, excepting manufactured homes that have incurred substantial damage as a result of a flood, in an existing manufactured home park or subdivision must be elevated so that:
 - (i) The lowest floor of the manufactured home is elevated to no lower than one foot (1') above the base flood elevation and be securely anchored to an adequately anchored foundation support system to resist floatation, collapse, and lateral movement.
 - c. All recreational vehicles placed on sites must either:
 - (i) Be on site for fewer than 180 consecutive days and shall leave the site for at least seven consecutive days and obtain a new permit before returning to the same site,
 - (ii) Be fully licensed and ready for highway use, or

- (iii) Must meet all the requirements for new construction, including anchoring and elevation requirements of this Article 5, Section C 7 a. or Article 5, Section C 7 b. (i) above.

A recreational vehicle is ready for highway use if it is licensed and insured in accordance with the State of Mississippi motor vehicle regulations, is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions.

- 8. Floodways. Located within areas of special flood hazard adopted by reference in Article 3, Section B, are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles and has erosion potential, the following provisions shall apply:
 - a. Prohibit encroachments, including fill, new construction, substantial improvements, and other developments unless certification (with supporting technical data) by a registered professional engineer is provided demonstrating that encroachments shall not result in any increase in flood levels during occurrence of the base flood discharge;
 - b. If Article 5, Section C-7a above is satisfied, all new construction and substantial improvements shall comply with all applicable flood damage prevention standards of Article 5.
 - c. Prohibit the placement of manufactured homes (mobile homes), except in an existing manufactured homes (mobile homes) park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring standards of Article 5, Section A (2), and the standards of Article 5, Section C-1 through C-2 and the encroachment standards of this Article 5, Section C-8a, are met.
 - d. Encouraged uses within the floodway may include: general farming, pasture, outdoor plant nurseries, horticulture, forestry, wildlife sanctuary, game farm, and other similar agricultural, wildlife, and related uses. Also lawns, gardens, athletic fields, play areas, picnic grounds, and hiking, horseback riding trails and driveways are acceptable uses, provided that they do not employ structures or fill. These encouraged uses may require certification (with supporting technical data) by a registered professional engineer demonstrating that encroachments shall not result in any increase in flood levels during occurrence of the base flood discharge. The uses in this subsection are permissible only if and to the extent that they do not cause any increase in flood levels during the base flood discharge.

SECTION D. STANDARDS FOR AREAS WITHOUT BASE FLOOD ELEVATIONS AND FLOODWAYS (aka A Zone).

When base flood elevation data and floodway data are not available in accordance with Article 3, Section A, in Special Flood Hazard Areas without base flood elevation data, new construction and substantial improvements shall be elevated or floodproofed to elevations established by the community. The following provisions in addition to the standards of Article 5 Section A and the enclosure standards of Article 5 Section C-4 shall apply:

- 1. Require that all new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than five lots or one and one half (1 ½) acres, whichever is lesser; include within such proposals base flood elevation data;
- 2. The Floodplain Administrator shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal, state, or other source, in order to administer the provisions of Article 5. When such data are available, standards of Article 5,

Section C, shall apply. If data is not available from Article 5 Section D-1 or outside sources, then the following provisions shall apply.

3. No encroachments, including fill material or other development, shall be located within a distance of the stream bank equal to five times the width of the stream at the top of the bank or twenty feet each side from the top of the bank, whichever is greater, unless certification by a registered professional engineer is provided demonstrating that such encroachment shall not result in any increase in flood levels during the occurrence of the base flood discharge. The enclosure standards of Article 5, Section C (4) shall apply.
4. The Floodplain Administrator shall require that a single lot applicant develop the base flood elevation for the development site, utilizing accepted engineering practices and procedures. Upon review of the submitted data, the Administrator may accept or reject the proposed base flood elevation. When such data is accepted, standards of Article 5, Section C, shall apply.
5. Fill within the area of special flood hazard shall result in no net loss of natural floodplain storage. The volume of loss of floodwater storage due to filling in the special flood hazard area shall be offset by providing an equal volume of flood storage by excavation or other compensatory measures at or adjacent to the development site.
6. Notify, in riverine situations, adjacent communities and the State Coordinating Office prior to any alteration or relocation of a watercourse, and submit copies of such notifications to FEMA. Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.
7. Require that all manufactured homes be placed or installed using methods and practices which minimize flood damage. Manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Dry stacked blocks/piers (stacked without the use of mortar or cement to bond them together) are not acceptable as an anchor/elevation method. Only reinforced blocks/piers (with concrete and metal dowels) are allowed as an approved anchor/elevation method, within the Special Flood Hazard Area.

SECTION E. STANDARDS FOR SUBDIVISION PROPOSALS AND OTHER PROPOSED DEVELOPMENT WITHIN A SPECIAL FLOOD HAZARD AREA.

1. All subdivision proposals shall be consistent with the need to minimize flood damage;
2. All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;
3. All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards, and;
4. Base flood elevation data shall be provided for all new subdivision proposals and other proposed development (including manufactured home parks and subdivisions), which is greater than five (5) lots or one and one-half (1 ½) acres, whichever is the lesser.
5. All subdivision and other development proposals which involve disturbing more than one (1) acre of land shall include a stormwater management plan which is designed to limit peak runoff from the site to predevelopment levels for the one (1), ten (10), and twenty-five (25)-year rainfall event. These plans shall be designed to limit adverse impacts to downstream channels and floodplains. Single residential lots involving less than one (1) acre of land disturbance are not subject to this regulation.
6. All preliminary plans for platted subdivisions shall identify the flood hazard area and the elevation of the base flood.
7. All final subdivision plats will provide the boundary of the special flood hazard area, the

floodway boundary, and the base flood elevations.

- 8. In platted subdivisions, all proposed lots or parcels that will be future building sites shall have a minimum buildable area, as defined in the Land Development Code, outside the natural (non-filled) one percent (1%) chance annual floodplain. The buildable area shall be large enough to accommodate any primary structure and associated structures.
- 9. Approval shall not be given for streets within a subdivision, which would be subject to flooding in the base flood. All street surfaces must be located at or above the base flood elevation.
- 10. Each proposed parcel must have a designated buildable pad or site above the one percent (1%) chance floodplain. The distance of the buildable pad or site above the one percent (1%) chance floodplain shall depend on the slope of the ground and in accordance with the following table:

Distance in feet from A Zone [one percent (1%) chance floodplain]	Minimum Slope from A Zone – one percent (1%) flood plain to ground level at pad
20	5%
30	3.33%
40	2.50%
50	2.0%
60	1.67%
70	1.43%
80	1.25%
90	1.11%
100	1.0%

Residential and non-residential structures finished floor elevation also must be elevated one and one-half feet (1.5') above the adjacent average grade or one foot (1') above highest adjacent street centerline as per the existing regulation, whichever is higher.

- 11. The subdivider/applicant must comply with the following:
 - a. File restrictive covenants on the lot or lots prohibiting construction within the designated special flood hazard area and requirement for lowest floor elevation.
 - b. Place a statement on the face of the final plat prohibiting construction in the designated area of special flood hazard.

SECTION F. CRITICAL FACILITIES.

Construction of new and substantially improved critical facilities shall be located outside the limits of the special flood hazard area (one percent (1%) chance floodplain). Construction of new critical facilities shall be permissible within the SFHA only if no feasible alternative site is available and access to the facilities remains available during a point 2 percent (0.2%) chance flood. Critical facilities constructed within the SFHA shall have the lowest floor elevated three feet six inches above the base flood elevation at the site (or to the point 2 percent (0.2%) chance flood elevation whichever is greater). Floodproofing and sealing measures must be implemented to ensure that toxic substances will not be displaced by or released into floodwaters. Multiple access routes, elevated to or above the point 2 percent (0.2%) flood elevation, shall be provided to all critical facilities to the maximum extent possible. Critical facilities must not only be protected to or above the point 2 percent (0.2%) chance flood, but must remain operable during such an event. The community's flood response plan must list facilities considered critical in a flood, since loss of access can cause a critical situation. Other facilities in low risk flood zones that may also be needed to support flood response efforts must be included on the critical facility list. The use of any structure shall not be changed to a critical facility, where such a change in use will render the new critical facility out of conformance with

this section. The list of the operators of the critical facilities affected by flooding must be updated at least annually, as part of the community critical facility planning procedures.

ARTICLE 6. VARIANCE PROCEDURES.

SECTION A. DESIGNATION AND DUTIES OF VARIANCE AND APPEALS BOARD.

1. When it is alleged an error in any requirement, decision, or determination is made by the Floodplain Administrator in the enforcement or administration of this ordinance or a request for a variance with any requirement of this ordinance the Hattiesburg Planning Commission, hereafter known as the "HPC", as established by the City Council of the City of Hattiesburg, shall hear and decide appeals and requests for variances from requirements of this ordinance.
2. Any person aggrieved by the recommendation of "HPC" may appeal such decision to the City Council.
3. Any person aggrieved by the decision of the City Council may appeal such decision to the Circuit Court, as provided in Mississippi Code Annotated, § 11-51-75 (1972).
4. Variances from the requirements of this code will not be issued except for:
 - a. functionally dependent historic structures which meet all criteria in Article 6, Section E of this ordinance,
 - b. subdivision studies for properties in an A zone as outlined in Article, 5, Section E, Section 10 & 11 of this ordinance, or
 - c. properties that are fully compliant with wet-floodproofing methods as outlined in the definitions.

SECTION B. VARIANCE PROCEDURES.

In passing upon such applications, the "HPC" shall consider all technical evaluations, relevant factors, and standards specified in other sections of this ordinance, and:

1. The evaluation must be based on the characteristics unique to that property and not be shared by adjacent parcels. The characteristics must pertain to the land itself, not to the structure, its inhabitants, or its owners;
2. Variances should never be granted for multiple lots, phases of subdivisions, or entire subdivisions;
3. The danger that materials may be swept onto other lands to the injury of others;
4. The danger of life and property due to flooding or erosion damage;
5. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner and the community;
6. The importance of the services provided by the proposed facility to the community;
7. The necessity of the facility to be at a waterfront location, where applicable;
8. The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
9. The compatibility of the proposed use with existing and anticipated development;
10. The relationship of the proposed use to the comprehensive plan and floodplain

management program for that area;

11. The safety of access to the property in times of flood for ordinary and emergency vehicles;
12. The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site, and;
13. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges and culverts.
14. Upon consideration of factors listed above, and the purpose of this ordinance, the "HPC" may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.
15. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

SECTION C. CONDITIONS FOR SPECIFIED VARIANCE TYPES.

1. Variances shall only be issued when there is:
 - a. A showing of good and sufficient cause;
 - b. A determination that failure to grant the variance would result in exceptional hardship, and;
 - c. A determination that the granting of a variance will not result in increased flood heights, additional threats to public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
2. The provisions of this ordinance are minimum standards for flood loss reduction; therefore any deviation from the standards must be weighed carefully. Variances shall only be issued upon a determination that the variance is the minimum necessary deviation from the requirements of this ordinance, considering the flood hazard, to afford relief. In the instance of a Historic Structure, a determination that the variance is the minimum necessary so as not to destroy the historic character and design of the building. (See Article 6, Section E.)
3. Any applicant to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation and the elevation to which the lowest floor is to be built and stating that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.
4. The Floodplain Administrator shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency and Mississippi Emergency Management Agency upon request. (See Article 6 Section D-3.)
5. Upon consideration of the factors listed above and the purposes of this ordinance, the "HPC" may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.
6. Variances shall not be issued "after the fact."

SECTION D. VARIANCE NOTIFICATION.

Any applicant to whom a variance is granted shall be given written notice over the signature of a community official that:

1. The issuance of a variance to construct a structure below the base flood elevation will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage, and;

2. Such construction below the base flood level increases risks to life and property.

A copy of the notice shall be recorded by the Floodplain Administrator in the Office of the City of Hattiesburg Recorder and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.

The Floodplain Administrator will maintain a record of all variance actions, including justification for their issuance, and report such variances issued in the community's biennial report submission to the Federal Emergency Management Agency.

SECTION E. HISTORIC STRUCTURES.

Historic structures may apply for a variance. If the repair or rehabilitation to a historic structure meet the following three criteria, the buildings will not have to be elevated or flood proofed.

1. **The building must be a bona-fide "historic structure."** As followed by definition.
2. **The project must maintain the historic status of the structure.** If the proposed improvements to the structure will result in it being removed from or ineligible for the National Register or federally-certified state or local inventory, then the proposal cannot be granted an exemption from the substantial improvement rule.
 - a. Written review and approval of proposed plans by the local historic preservation board and/or the Historic Planner, if it is federally-certified, or by the state historic preservation office. If the plans are approved, you can grant the exemption. If no, no exemption can be permitted.
3. **Take all possible flood damage reduction measures.** Even though the exemption to the substantial improvement rule means the building does not have to be elevated to or above BFE, or be renovated with flood-resistant materials that are not historically sensitive, many things can and should be done to reduce the flood damage potential. Examples include:
 - Locating mechanical and electrical equipment above the BFE or floodproofing it.
 - Elevating the lowest floor of an addition to or above the BFE with the change in floor elevation disguised externally.
 - Building the lowest floor of an addition with flood-resistant materials and providing hydrostatic openings.

SECTION F. SPECIAL CONDITIONS.

Upon consideration of the factors listed in Article 6, and the purposes of this ordinance, the Hattiesburg Planning Commission may attach such conditions to the granting of variances, as it deems necessary to further the purposes of this ordinance.

SECTION G. FLOODWAY.

Variances shall not be issued within any designated regulatory floodway if any increase in flood levels during the base flood discharge would result.

ARTICLE 7. SEVERABILITY.

If any section, clause, sentence, or phrase of the Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Ordinance."

SECTION 2. That Ordinance Number 3165, adopted August 4, 2015, and any other ordinances in conflict thereof are hereby repealed.

SECTION 3. This Ordinance shall take effect and be in force immediately after passage as provided by law. It is vital to the public health, safety, and welfare and is necessary for residents within SHFA to be able to obtain flood insurance.

The foregoing ordinance having been reduced to writing was introduced by Councilman Dryden, seconded by Councilman Delgado and was adopted by the following vote, to wit:

Yeas:	George Delgado Carroll Dryden Brown	Nays:	None
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The president hereby declared the motion carried and the Ordinance adopted and approved on this, the 2nd, day of January, A.D., 2018.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:

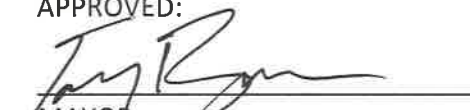

PRESIDENT

The above and foregoing Ordinance having been submitted to and approved by the Mayor this, the 2nd day of January, A.D., 2018.

ATTEST:


CITY CLERK

APPROVED:


MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2018-105

File ID: 2018-105

Type: Regular Agenda Item

Status: Failed

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 12/22/2017

Brief Title: 6192 US Hwy 98 - Sign Variance, Digital Billboard

Final Action:

Minute Book Number: MB2018-7-8

Title:

Take from the Table to Approve or Deny a petition filed by Clint Walker, Applicant, to vary from Section 10.13.6 which states "Billboard replacement, of all or any part thereof, shall require the removal of two additional static billboard structures." and instead replace 1 static billboard structure for a variance of 2 static billboard structures for a certain property located at 6192 US Hwy 98 (Parcel 052R-10-015.000, PPIN 20599, Ward 3). The Board of Adjustment recommended to APPROVE on December 6, 2017.

Notes:

Agenda Date: 01/02/2018

Indexes:

Agenda Number:

Sponsors:

Enactment Date:

Attachments: Dec HPC BOA Minutes, Billboard Conversion
Variance Form, Walker Digital Variance Request

Enactment Number:

Contact:

Meeting Date: 01/02/2018

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/02/2018	Deny				Pass
	Action Text: The vote for this item was postponed until after the executive session.						
			Yea: 5	Council Member George			
				Council Member Delgado			
				Council President Carroll			
				Council Vice President Dryden			
				Council Member Brown			
1	City Council	01/02/2018	Deny				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Brown to Take from the Table to Deny a petition filed by Clint Walker, Applicant, to vary from Section 10.13.6 which states "Billboard replacement, of all or any part thereof, shall require the removal of two additional static billboard structures" and instead replace 1 static billboard structure for a variance of 2 static billboard structures for a certain property located at 6192 US Hwy 98 (Parcel 052R-10-015.000, PPIN 20599, Ward 3). The Board of Adjustments recommended to APPROVE on December 6, 2017.

There being no discussion, the Motion to Deny 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 2018-105

Title

Take from the Table to Approve or Deny a petition filed by Clint Walker, Applicant, to vary from Section 10.13.6 which states "Billboard replacement, of all or any part thereof, shall require the removal of two additional static billboard structures." and instead replace 1 static billboard structure for a variance of 2 static billboard structures for a certain property located at 6192 US Hwy 98 (Parcel 052R-10-015.000, PPIN 20599, Ward 3). The Board of Adjustment recommended to APPROVE on December 6, 2017.

Summary

6192 US Hwy 98 - Sign Variance, Digital Billboard

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION AND BOARD OF ADJUSTMENTS
December 6, 2017**

The Hattiesburg Planning Commission and Board of Adjustments did meet in a regular session on December 6, 2017 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Dick Conville, Chairman, presided over the meeting. A quorum was indicated and the attendance was as follows:

Commissioners Present: Dick Conville, Chairman
Amy Hinton, Vice-Chairman
Judy Corts
Mark Miller
Paul Sims
Jessie Wilson

Commissioners Absent: Rebekah Ray
Sandra Thompson

Board Members Present: Dick Conville, Chairman
Amy Hinton, Vice-Chairman
Judy Corts
Mark Miller
Paul Sims
Jessie Wilson

Board Members Absent: Rebekah Ray

Also Present: Ginger Maddox Lowrey, AICP, Planning Division Manager
Andrew Ellard, Director of Urban Development
Stephen Guthrie, Planner

Chairman Conville declared the meeting of the Hattiesburg Planning Commission and Board of Adjustments open and in session at 1:07 P.M.

INVOCATION

Chairman Conville held a moment of silence for the lives that were lost at Pearl Harbor.

AGENDA REVIEW

There came the matter of the December 2017 Agenda. Chairman Conville suggesting that the Planning Commission item B. be heard last. A request was made by Chairman Conville for a motion to amend the December 2017 Agenda as discussed. A motion was made to amend the December 2017 Agenda by Commissioner Hinton and seconded by Commissioner Corts. A request was made by Chairman Conville for a motion to approve the December 2017 Agenda as amended. A motion was made to approve the December 2017 Agenda as amended by Commissioner Corts and seconded by Commissioner Wilson.

Commissioners voting aye: Dick Conville, Chairman
Amy Hinton, Vice-Chairman
Judy Corts
Mark Miller
Jessie Wilson

Commissioners voting nay: None
Commissioners absent: Paul Sims

MINUTES REVIEW

There came the matter of the November 1, 2017, minutes. A request was made by Chairman Conville for a motion to approve the November 1, 2017, minutes. A motion was made by Commissioner Miller to approve the minutes and seconded by Commissioner Hinton.

Commissioners voting aye: Dick Conville, Chairman
Amy Hinton, Vice-Chairman
Judy Corts
Mark Miller
Jessie Wilson

Commissioners voting nay: None
Commissioners absent: Paul Sims

REPORTS

BUILDING REPORT

Steve Mitchell could not attend the meeting, but Planning Staff provided the council with Mr. Mitchell’s report.

PLANNING REPORT

There came the matter of the Planning Report by Ginger Maddox Lowrey, Planning Division Manager. On November 21, 2017 the City Council reviewed the following Hattiesburg Planning Commission recommendations and voted as follows: Donald Crowther rezone of 5066 Old Hwy 42 from I-1 to B-5 (HPC approval upheld). The City Council reviewed the following Hattiesburg Board of Adjustments recommendations and voted as follows: William Brown, Todd Mixon, Duff Real Estate Inc., sign variance for 6393 US Hwy 98 (BOA approval upheld); Kerri Little, Charlie Rodgers, Rodgers Oil, sign variance for 4100 Hardy St. (BOA approval upheld).

CHAIRMAN’S REPORT

There came the matter of the Chairman’s Report. There was none.

PUBLIC HEARING – PLANNING COMMISSION

Chairman Conville declared the Public Hearing for the Planning Commission open at 1:15 P.M. and read the rules and procedures of the hearing.

There came the matter of Item A (Digital Billboard - Replacement), filed by Clint Walker, Applicant, as required in the Land Development Code, Ord. No. 3209, to request a permit for a replacement “Digital Billboard” as provided in Section 10.13.6 and all applicable regulations for a certain property located at 6192 US Hwy 98 (Parcel 052R-10-015.000, PPIN 20599, Ward 3).

	Name	Address	City/State
<u>Presented by:</u>	Clint Walker	6565 US Hwy 98	Hattiesburg, MS
	- Applicant		
<u>Proponents:</u>	Jimmy Parker	6565 US Hwy 98	Hattiesburg, MS
<u>Opponents:</u>	Norman Beasley	29 West Lake Rd.	Hattiesburg, MS

Chairman Conville declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Miller made a motion to approve the request contingent upon the approval of a variance from Section 10.13.6 which states “Billboard replacement, of all or any part thereof, shall require the removal of two additional static billboard structures.” and instead replace 1 static billboard structure for a variance of 2 static billboard structures. The motion was seconded by Commissioner Wilson.

Commissioners voting aye: Dick Conville, Chairman
Amy Hinton, Vice-Chairman
Judy Corts
Mark Miller
Jessie Wilson

Commissioners voting nay: None

Commissioners absent: Paul Sims

PUBLIC HEARING – BOARD OF ADJUSTMENTS

Chairman Conville declared the Public Hearing for the Board for Adjustments open at 2:04 P.M.

There came the matter of Item A (Variance), filed by Clint Walker, Applicant, as required in the Land Development Code, Ord. No. 3209, to vary from Section 10.13.6 which states “Billboard replacement, of all or any part thereof, shall require the removal of two additional static billboard structures.” And instead replace 1 static billboard structure for a variance of 2 static billboard structures for a certain property located at 6192 US Hwy 98 (Parcel 052R-10-015.000, PPIN 20599, Ward 3).

	Name	Address	City/State
<u>Presented by:</u>	Clint Walker - Applicant	6565 US Hwy 98	Hattiesburg, MS
<u>Proponents:</u>			
<u>Opponents:</u>	Norman Beasley	29 West Lake Rd.	Hattiesburg, MS
	Kerri Little	7712 Hwy 49 N	Hattiesburg, MS

Chairman Conville declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Miller made a motion to deny the request for a variance with the following criteria: that special conditions and circumstances do not exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district; that literal interpretation of the provisions of this Code would not deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code; that the special conditions and circumstances do result from the actions of the applicant; that granting the variance requested will confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district. The motion died for a lack of a second.

Commissioner Corts made a motion to approve the request for a variance with the following criteria: that special conditions and circumstances do exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district; that literal interpretation of the provisions of this Code would deprive

the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code. The motion was seconded by Commissioner Hinton.

Commissioner Hinton made a motion to amend the approval criteria to read as follows: that special conditions and circumstances do exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district; that literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties [companies] in the same district under the terms of this Code; on the condition that application seeks to bring the static billboard into compliance, by lowering height, total advertisement square footage, and total number of faces, as stated in Section 10.13.6.f. The motion to amend the approval criteria passed unanimously.

Commissioners voting aye: Dick Conville, Chairman
Amy Hinton, Vice-Chairman
Judy Corts
Jessie Wilson
Mark Miller

Commissioners voting nay: None

Commissioners absent: Paul Sims

The vote on the motion to approve is as follows:

Commissioners voting aye: Dick Conville, Chairman
Amy Hinton, Vice-Chairman
Judy Corts
Jessie Wilson

Commissioners voting nay: Mark Miller

Commissioners absent: Paul Sims

PUBLIC HEARING – PLANNING COMMISSION

Chairman Conville declared the Public Hearing for the Planning Commission re-opened at 2:35 P.M.

There came the matter of Item B (LDC Amendment), filed by The City of Hattiesburg, as required in the Land Development Code, Ord. No. 3209, to amend the Land Development Code Section 5, Use Regulations and Conditions, Section 11, Administration and Enforcement, Section 12, Process and Procedure, and Section 13, Definitions. More specifically, amendments are proposed within 5.1, Establishment of a Table of Uses for Standard Districts; 5.2, Determination of Use Category; 5.3, Table of Uses; Table 5.1, Table of Uses; Table 5.4, Additional Use Conditions; 11.2, City Council; 11.3, Planning Commission; 11.4, Board of Adjustment; 11.6, Site and Design Review Committee; 11.7, Director of the Department of Urban Development.; 11.10, Enforcement; 12.3.1.1, Legislative Development Approvals; Process; and 13.2, Definitions. The general intent of the proposed amendment is an effort to clarify language in certain sections, to define or clarify definition of certain terms and uses for ease of interpretation, to establish additional uses that may be appropriate, to modify certain uses permitted and potential conditions thereof in certain zones, to address various issues in which the code is silent on conditions, to clarify processes and authority for the City Council, Planning Commission, and Board of Adjustment, to better align with state law on administration and enforcement, and to define the composition of and terms of office for the Planning Commission and Board of Adjustment. This is an abbreviated summary of the topics addressed in the proposed amendment, and interested parties are encouraged to contact City Hall or visit

www.HattiesburgMS.com to review the proposed amendment in its entirety.

	Name	Address	City/State
<u>Presented by:</u>	The City of Hattiesburg Planning Division		
<u>Proponents:</u>	Lou Mapp	102 St. Annes Drive	Hattiesburg, MS
<u>Opponents:</u>	None		

Chairman Conville declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Hinton made a motion to approve the request to amend the Land Development Code as presented with the following amendments: Scribner’s errors in the proposal for 5.4.2.6.iii; 5.4.28.8; 5.4.28.10; 5.4.28.11; 11.7.4.9.;

That Table 5.1 be amended to show “Animal husbandry – for profit and research related, including Concentrated Animal Feeding Operation as defined by the US EPA as defined by the US EPA” as Permitted in A-1 zoning districts, and that this use be amended to be titled “Animal husbandry – for profit and research related, including Concentrated Animal Feeding Operation as defined by the US EPA.”;

That Section 5.4.7.2, paragraph (i) be amended to delete the second sentence: “Stored vehicles must have a current tag.”;

That Section 11.3 shall be deleted in its entirety and replaced with the following: “11.3 Planning Commission. The Hattiesburg Planning Commission has been created by the Mayor and City Council as an advisory committee to the City of Hattiesburg in zoning matters and is vested with the rights and responsibilities as provided in Mississippi Code Annotated Section 17-1-17 (1972), and established in the City of Hattiesburg Ordinance No. 1490. The Planning Commission shall have certain duties and responsibilities related to this Land Development Code including, but not necessarily limited to, the following: 11.3.1 Hear and make recommendations to the City Council regarding the adoption or amendment of the Hattiesburg Comprehensive Plan, special area plans, corridor plans, neighborhood plans, the Land Development Code, the Official Zoning Map, and any other plans and policies impacting growth and development of the City. 11.3.2 Hear and make recommendations to the City Council all requests for preliminary plats and final plats (when changes have been proposed) for major subdivisions. 11.3.3 Composition and terms: 11.3.3.1 That the Planning Commission shall be composed of eleven (11) members, residents of the City appointed by the Mayor and ratified by the City Council. Each appointee shall be appointed for a period of 5 years. Vacancies shall be filled by the governing authorities and appointments to fill vacancies shall be for unexpired terms only. Each member shall be eligible for reappointment. All members of the commission shall serve without pay. The continued absence of any member of the commission from three (3) regularly scheduled meetings without excuses shall be just cause for the removal of said member from the commission by the governing authorities. Upon receipt of written notice from the chairman of the planning commission to the governing authorities of the City of Hattiesburg, stating that a member has been absent for three (3) meetings in any one year without a written and accepted excuse, the governing authorities may remove the absent member from the commission and appoint a new member to fill the vacancy. 11.3.3.2 Officers. The commission shall elect from among the members its own chairman, vice-chairman, and secretary and provide from time to time such rules and regulations not inconsistent with the ordinances of said city, for its own organization and procedure as it may deem proper. A simple majority of appointed and ratified members shall constitute a quorum for the transaction of business. 11.3.4 Procedure: The Planning Commission shall adopt rules in accordance with the provision of these Regulations. Meetings of the Commission shall be held the first Wednesday of each month at 1 pm. All meetings of the Planning Commission shall be open to the public. The Planning Commission shall keep minutes of its meetings.”;

That Section 11.4.2 be amended to read “Composition and terms: 11.4.2.1 Membership: The Hattiesburg Board of Adjustment shall be composed of eleven (11) members, residents of the City appointed by the Mayor and ratified by the City Council for a term of three (3) years. Vacancies shall be filled by the governing authorities and appointments to fill vacancies shall be for unexpired terms only. Each member shall be eligible for reappointment. All members of the commission shall serve without pay. The continued absence of any member of the commission from three (3) regularly scheduled meetings without excuses shall be just cause for the removal of said member from the commission by the governing authorities. Upon receipt of written notice from the chairman of the planning commission to the governing authorities of the City of Hattiesburg, stating that a member has been absent for three (3) meetings in any one year without a written and accepted excuse, the governing authorities may remove the absent member from

the commission and appoint a new member to fill the vacancy. 11.4.2.2 Officers: The Board of Adjustment shall elect from among the members its own chairman, vice-chairman, and secretary and provide from time to time such rules and regulations not inconsistent with the ordinances of said city, for its own organization and procedure as it may deem proper. A simple majority of appointed and ratified members shall constitute a quorum for the transaction of business. 11.4.3 Procedure: The Board of Adjustment shall adopt rules in accordance with the provision of these Regulations. Meetings of the Board shall be held the first Wednesday of each month following the close of the Planning Commission public hearing. All meetings of the Board of Adjustment shall be open to the public. The Board of Adjustment shall keep minutes of its meetings.” The motion was seconded by Commissioner Corts.

Commissioners voting aye: Dick Conville, Chairman
Amy Hinton, Vice-Chairman
Judy Corts
Jessie Wilson
Paul Sims

Commissioners voting nay: None

Commissioners absent: Mark Miller

BUSINESS MEETING

There being no further business, the meeting was adjourned at 3:45 PM. Commissioner Wilson made a motion to adjourn the meeting. The motion was seconded at Commissioner Corts.

Dick Conville, Chairman

Ginger Maddox Lowrey, AICP, CFM, Planning Division Manager

Variance Information (1 page)

Note: No nonconforming use of neighboring lands, structures, or buildings in the same district, and no permitted or nonconforming use of lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.

1. List reasons why you feel that the property could not be reasonably used without the requested

variance: All other guidelines have been met but the company does not own two
static structures to remove.

2. All of the following conditions must be met before a variance can be recommended.

Explain and justify your proposal's compliance with each condition:

- a. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district.

The company does not own two static structures to be removed for the
conversion.

- b. That literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code.

The company does not own static billboards to remove.

- c. That the special conditions and circumstances do not result from the actions of the applicant.

Our company does not own any static boards to remove

- d. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district.

We are asking for the variance not out of special privilege but
we do not have the two static boards to remove.



**Board of Adjustments
Case Fact Sheet**

Property Applicant: Clint Walker, Applicant

Address of Properties:	Tax Parcels	PPIN:	Ward:
6192 US Hwy 98	052R-10-015.000	20599	3

Request: **Variance**

Purpose of Request: To consider an application to vary from Section 10.13.6 which states "Billboard replacement, of all or any part thereof, shall require the removal of two additional static billboard structures." And instead replace 1 static billboard structure for a variance of 2 static billboard structures for a certain property located at 6192 US Hwy 98 (Parcel 052R-10-015.000, PPIN 20599, Ward 3).

Applicant Summary: See Attached

Applicable Regulations:

Section 10 a. Billboard replacement, of all or any part thereof, shall require the removal of two additional static billboard structures. A building permit for the removal of three static billboard (location of sites as approved under the Use Permit Upon Review) for the conversion of an existing static billboard structure to a digital billboard structure. Confirmation of the removal of the required number of existing static billboard structures shall be on file with the Land Development Code Administrator prior to the issuance of a permit to convert an existing static billboard structure to a digital billboard structure.

Present Zoning: This parcel is currently zoned B-5 (Regional Business)

Present Use: Static Billboard

**Surrounding Zoning
and Land Use:**

North: B-5 (Regional Business) Commercial/Undeveloped
South: B-5 (Regional Business) Commercial
East: B-5 (Regional Business) Commercial/Retail
West: B-5 (Regional Business) Commercial/Undeveloped

**Most Nearly
Bounded By (streets):**

This parcel is accessible from the North by Hardy Street and bounded to the East by Lake Forgetful Road, the South by Lincoln Road, and the West by Lamar Boulevard.

**Letters or
Concerns stated:**

The Planning Division Office has not received any letters or other written communications relative to this case as of November 21, 2017

History / Background:

This property is currently a static billboard structure containing four static billboards

Basis for Approval:

That special conditions and circumstances **(do / do not)** exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district;

That literal interpretation of the provisions of this Code **(would / would not)** deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code;

That the special conditions and circumstances **(do / do not)** result from the actions of the applicant;

That granting the variance requested **(will / will not)** confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district.

SUBJECT PARCEL:

6192 US Hwy 98

Clint Walker, Applicant

FILED

NOV 27 2017

BY *Agel Young*
CITY CLERK
DEPUTY CLERK

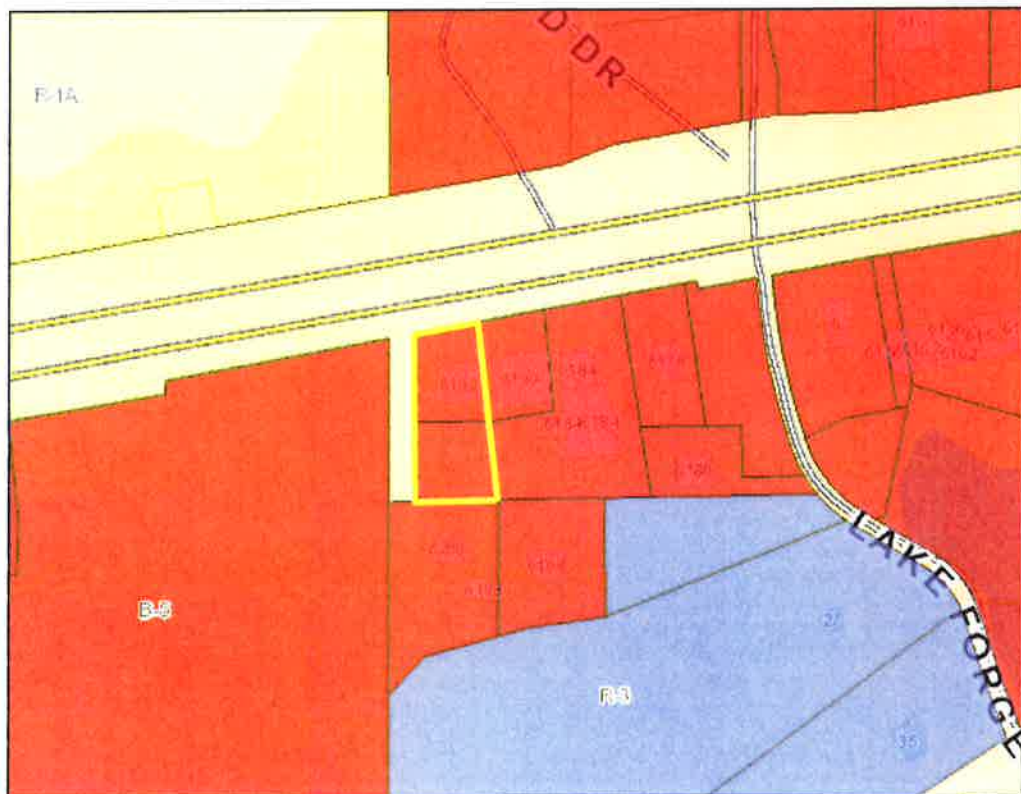
The applicant request a permit for a replacement "Digital Billboard" as provided in Section 10.13.6 and all applicable regulations for a certain property and to vary from Section 10.13.6 which states "Billboard replacement, of all or any part thereof, shall require the removal of two additional static billboard structures." And instead replace 1 static billboard structure for a variance of 2 static billboard structures for a certain property located at 6192 US Hwy 98 (Parcel 052R-10-015.000, PPIN 20599, Ward 3). located at 6192 US Hwy 98 (Parcel 052R-10-015.000, PPIN 20599, Ward 3).



Vicinity Map—Ward 3



Zoning— B-5



Site Aerial



SURROUNDING AREA

Northern Direction: B-5 (Regional Business) Commercial/Undeveloped



Southern Direction: B-5 (Regional Business) Commercial



Eastern Direction: B-5 (Regional Business) Commercial/Retail



Western Direction: B-5 (Regional Business) Commercial/Undeveloped



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

1. Billboard Type: ☒ Replacement (see Digital Billboard, New form for new billboards)
2. Located in ☒ Regional Corridor or ☐ Commercial Corridor
3. Specific Corridor locations (check applicable):
REGIONAL:
 - ☐ U.S. Highway 49: From Northern city limit southward to intersection with Old Highway 42;
 - ☐ U.S. Highway 49: From intersection at Edwards Street and Elk's Lake Road south to southern city limit;
 - ☐ Old Highway 42: From intersection at U.S. Highway 49 to Main Street;
 - ☒ U.S. Highway 98: From Western city limit eastward to intersection with Interstate 59;
 - ☐ U.S. Highway 98: From Eastern city limit westward to intersection with Interstate 59;
 - ☐ Interstate 59COMMERCIAL:
 - ☐ U.S. Highway 49: From intersection at Old Highway 42 southward to intersection with Edwards Street.
 - ☐ Old Highway 42: From intersection at Main Street eastward to city limit.
 - ☐ Broadway Drive: From intersection at West Pine Street southwesterly to intersection with U.S. Highway 49.
 - ☐ Hardy Street: From intersection at Interstate 59 eastward to intersection with U.S. Highway 49.
 - ☐ Bouie Street: From intersection at Old Highway 42 south to intersection with East 4th Street.
 - ☐ James Street (north): From the intersection at Edwards Street south to intersection with J. M. Tatum Industrial Drive.
 - ☐ WSF Tatum Boulevard: From U.S. Highway 11 to U.S. Highway 49.
4. ☐ Attached is an inventory of all outdoor signs within the City limits of Hattiesburg. Inventory must include location with longitude/latitude, size, number of faces and type of illumination.

Replacement Billboard - Location Lat./Long: 31.319902 / -89.390088
PPIN: 020599 Street Address: 6092 US - HWY 98, Hattiesburg, MS
Size: height 10 x width 40 Number of faces: 2 Type Illumination: Digital
☐ Conversion or ☒ Replacement of existing Static Billboards with a Digital

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

Billboard #1 - Location Lat./Long: See Variance Form
PPIN: N/A Street Address: N/A
Size: height N/A x width N/A Number of faces: N/A Type Illumination: N/A

Billboard #2 - Location Lat./Long: N/A - See Variance Form

PPIN: N/A Street Address: N/A

Size: height N/A x width N/A Number of faces: N/A Type Illumination: N/A

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

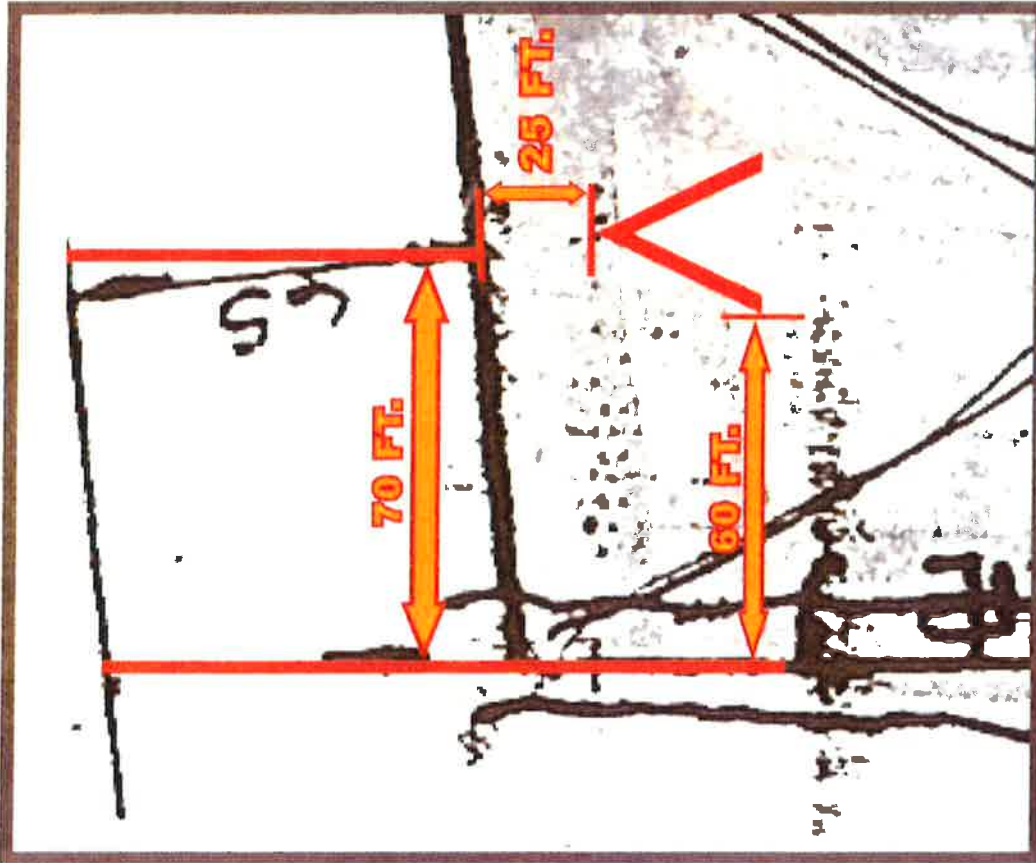
Billboard-Replacement			
Area and Setback Regulations	Regional Business Corridors	Community Business Corridors	PROVIDE INFO SPECIFIC TO PROPOSED SIGN
1. Primary Structure	Does not apply.	Does not apply.	
2. Spacing between Digital Billboards	Minimum 1,000 linear feet measured radially	Minimum 2,500 linear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

I attest to compliance with each initialed box below:

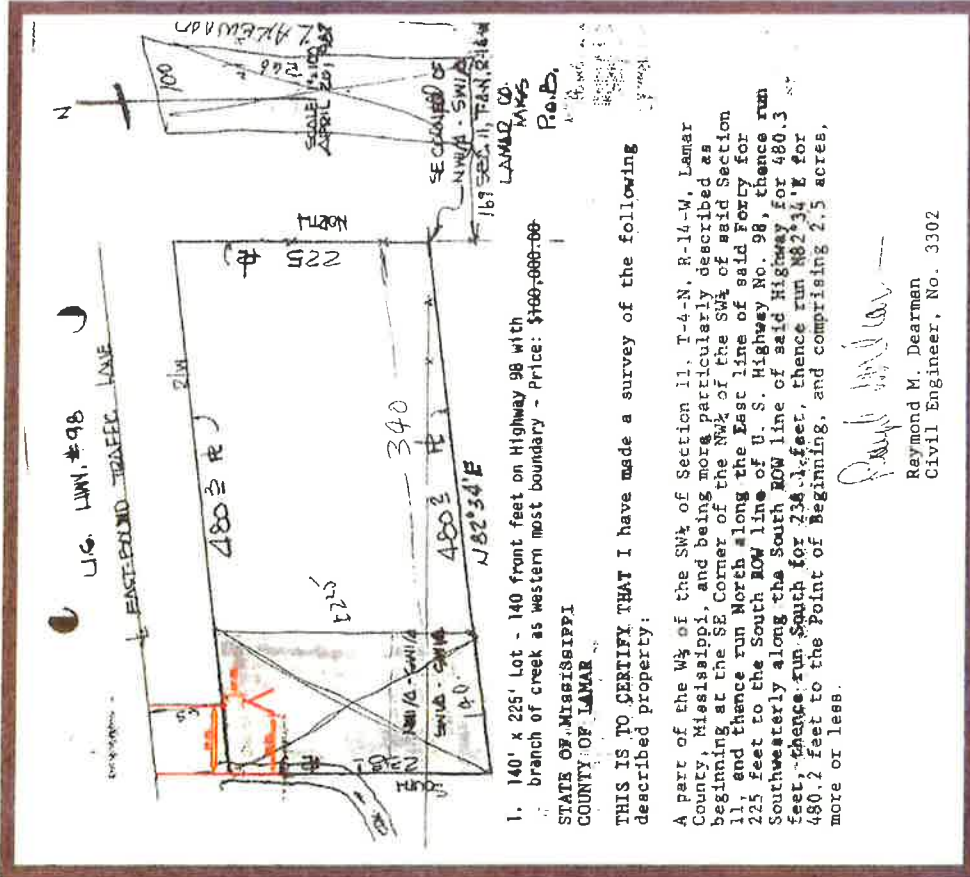
7. ☒ *mcw* Movement: The image will change instantaneously as seen by the human eye, and shall not use blinking, fading, rolling, shading, dissolving, or similar effects as part of the change.
8. ☒ *mcw* Light levels: All digital billboards shall be equipped with light sensing devices or a scheduled dimming timer that will automatically dim the intensity of the light emitted by the sign during ambient low-light conditions and at night so that the sign does not exceed the maximum brightness levels allowed in this section.
9. ☒ *mcw* Maximum brightness shall not exceed five thousand (5,000) nits when measured from the sign's face at its maximum brightness during daylight hours and shall not exceed five hundred (500) nits when measured from the sign's face at its maximum brightness at night.
10. ☒ *mcw* If such sign is located within one hundred (100) feet of a property with residential zoning, the sign must be oriented such that no portion of the electronic sign face is visible from a residentially-zoned property or the brightness is reduced to no more than two hundred fifty (250) nits at night.
11. ☒ *mcw* Malfunctions: Any malfunction shall be repaired or disconnected within 48 hours by the owner or operator of such billboard.
12. One of the following conditions must be met before a Use Permit upon Review can be recommended. Check the condition(s) most applicable to your request and explain in writing.
- ☐ A. The need to protect the stability, integrity, and character of Hattiesburg's residential neighborhoods.
 - ☒ B. The need to preserve and encourage the stability of the Hattiesburg business community. - Allows the advertising of Hattiesburg Business community, will help preserve and encourage stability
 - ☐ C. The need to reinforce Hattiesburg's quality of life, preserve neighborhood identity, and boost community pride.
 - ☐ D. The need to conserve and protect Hattiesburg's physical infrastructure.
 - ☒ E. The public need for the proposed use, as opposed to the private interest of an individual. - From time to time this structure will be used to promote the community and public of Hattiesburg.

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

Our structure will preserve and encourage the stability of the
Hattiesburg business community through advertising. And will also, from time to
time be used to promote the community and public through the same channel

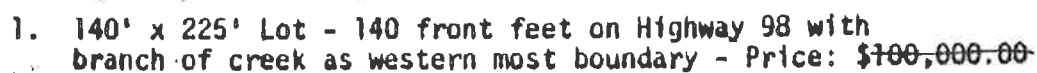


FINAL DESIGN

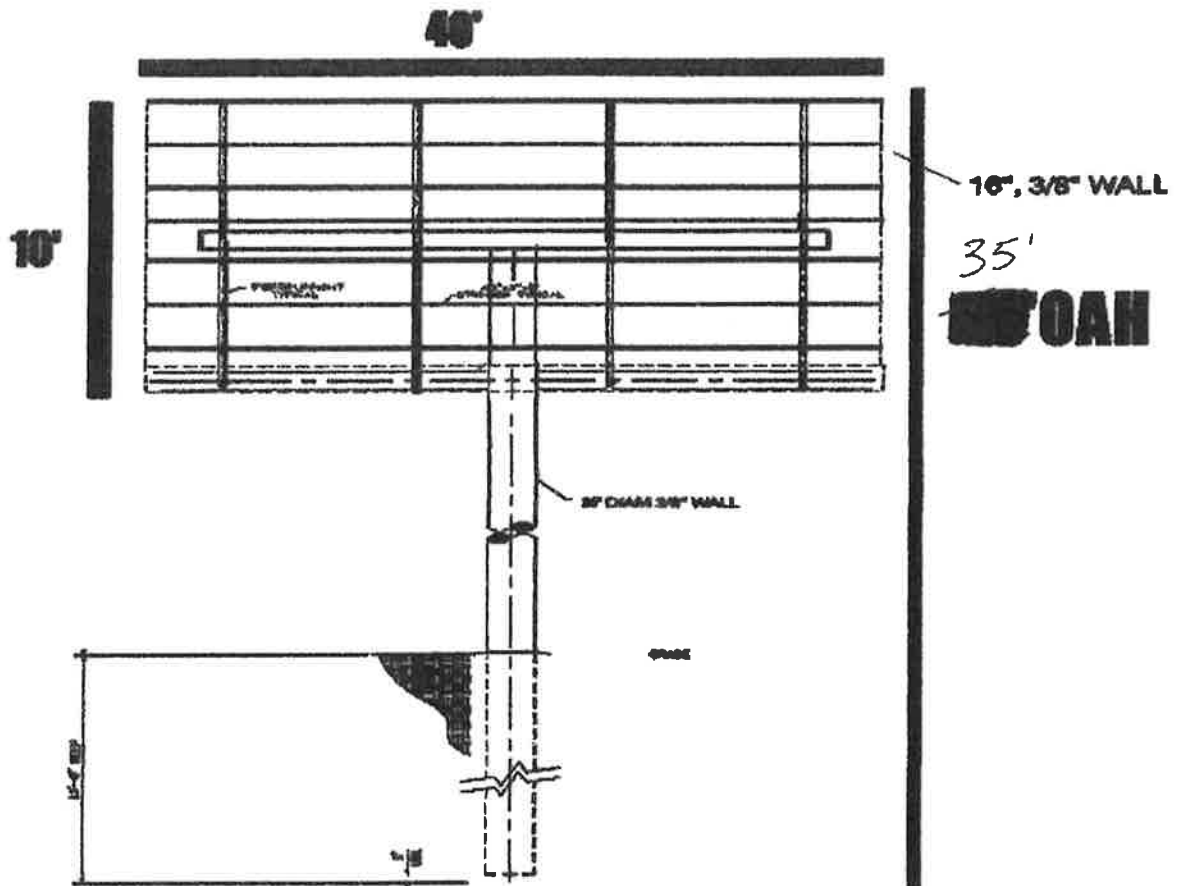


DESIGN

**23478 Interstate 30
Bryant, AR. 72022
Office-501.847.1000**



Raymond M. Dearman
Civil Engineer, No. 3302





City of Hattiesburg, MS

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

Master

File Number: 2018-106

File ID: 2018-106

Type: Regular Agenda Item

Status: Failed

Version: 1

Reference:

In Control: City Council

Requester: Ginger Maddox

File Created: 12/22/2017

Brief Title: 6192 US Highway 98 - Digital Billboard permit

Final Action:

Minute Book Number: MB2018-8

Title:

Take from the Table to Approve or Deny a petition filed by Clint Walker, Applicant, to request a permit for a replacement "Digital Billboard" as provided in Section 10.13.6 and all applicable regulations for a certain property located at 6192 US Hwy 98 (Parcel 052R-10-015.000, PPIN 20599, Ward 3). The Planning Commission recommended to APPROVE, contingent upon the approval of a variance from Section 10.13.6, on December 6, 2017.

Notes:

Agenda Date: 01/02/2018

Indexes:

Agenda Number:

Sponsors:

Enactment Date:

Attachments: Dec HPC BOA Minutes, Walker Digital Billboard - report

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	01/02/2018	Deny				Pass
	Action Text:		Yea: 5	Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown			
1	City Council	01/02/2018	Deny				Pass
	Action Text:	The vote for this item was postponed until after the executive session.					
			Yea: 5	Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown			

1 City Council 01/02/2018 Deny Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member George to Take from the Table to Deny a petition filed by Clint Walker, Applicant, to request a permit for a replacement "Digital Billboard" as provided in Section 10.13.6 and all applicable regulations for a certain property located at 6192 US Hwy 98 (Parcel 052R-10-015.000, PPIN 20599, Ward 3). The Planning Commission recommended to APPROVE, contingent upon the approval of a variance from Section 10.13.6, on December 6, 2017.

There being no discussion, the Motion to Deny 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 2018-106

Title

Take from the Table to Approve or Deny a petition filed by Clint Walker, Applicant, to request a permit for a replacement "Digital Billboard" as provided in Section 10.13.6 and all applicable regulations for a certain property located at 6192 US Hwy 98 (Parcel 052R-10-015.000, PPIN 20599, Ward 3). The Planning Commission recommended to APPROVE, contingent upon the approval of a variance from Section 10.13.6, on December 6, 2017.

Summary

6192 US Highway 98 - Digital Billboard permit

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION AND BOARD OF ADJUSTMENTS
December 6, 2017**

The Hattiesburg Planning Commission and Board of Adjustments did meet in a regular session on December 6, 2017 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Dick Conville, Chairman, presided over the meeting. A quorum was indicated and the attendance was as follows:

Commissioners Present: Dick Conville, Chairman
Amy Hinton, Vice-Chairman
Judy Corts
Mark Miller
Paul Sims
Jessie Wilson

Commissioners Absent: Rebekah Ray
Sandra Thompson

Board Members Present: Dick Conville, Chairman
Amy Hinton, Vice-Chairman
Judy Corts
Mark Miller
Paul Sims
Jessie Wilson

Board Members Absent: Rebekah Ray

Also Present: Ginger Maddox Lowrey, AICP, Planning Division Manager
Andrew Ellard, Director of Urban Development
Stephen Guthrie, Planner

Chairman Conville declared the meeting of the Hattiesburg Planning Commission and Board of Adjustments open and in session at 1:07 P.M.

INVOCATION

Chairman Conville held a moment of silence for the lives that were lost at Pearl Harbor.

AGENDA REVIEW

There came the matter of the December 2017 Agenda. Chairman Conville suggesting that the Planning Commission item B. be heard last. A request was made by Chairman Conville for a motion to amend the December 2017 Agenda as discussed. A motion was made to amend the December 2017 Agenda by Commissioner Hinton and seconded by Commissioner Corts. A request was made by Chairman Conville for a motion to approve the December 2017 Agenda as amended. A motion was made to approve the December 2017 Agenda as amended by Commissioner Corts and seconded by Commissioner Wilson.

Commissioners voting aye: Dick Conville, Chairman
Amy Hinton, Vice-Chairman
Judy Corts
Mark Miller
Jessie Wilson

Commissioners voting nay: None
Commissioners absent: Paul Sims

MINUTES REVIEW

There came the matter of the November 1, 2017, minutes. A request was made by Chairman Conville for a motion to approve the November 1, 2017, minutes. A motion was made by Commissioner Miller to approve the minutes and seconded by Commissioner Hinton.

Commissioners voting aye: Dick Conville, Chairman
Amy Hinton, Vice-Chairman
Judy Corts
Mark Miller
Jessie Wilson

Commissioners voting nay: None
Commissioners absent: Paul Sims

REPORTS

BUILDING REPORT

Steve Mitchell could not attend the meeting, but Planning Staff provided the council with Mr. Mitchell’s report.

PLANNING REPORT

There came the matter of the Planning Report by Ginger Maddox Lowrey, Planning Division Manager. On November 21, 2017 the City Council reviewed the following Hattiesburg Planning Commission recommendations and voted as follows: Donald Crowther rezone of 5066 Old Hwy 42 from I-1 to B-5 (HPC approval upheld). The City Council reviewed the following Hattiesburg Board of Adjustments recommendations and voted as follows: William Brown, Todd Mixon, Duff Real Estate Inc., sign variance for 6393 US Hwy 98 (BOA approval upheld); Kerri Little, Charlie Rodgers, Rodgers Oil, sign variance for 4100 Hardy St. (BOA approval upheld).

CHAIRMAN’S REPORT

There came the matter of the Chairman’s Report. There was none.

PUBLIC HEARING – PLANNING COMMISSION

Chairman Conville declared the Public Hearing for the Planning Commission open at 1:15 P.M. and read the rules and procedures of the hearing.

There came the matter of Item A (Digital Billboard - Replacement), filed by Clint Walker, Applicant, as required in the Land Development Code, Ord. No. 3209, to request a permit for a replacement “Digital Billboard” as provided in Section 10.13.6 and all applicable regulations for a certain property located at 6192 US Hwy 98 (Parcel 052R-10-015.000, PPIN 20599, Ward 3).

	Name	Address	City/State
<u>Presented by:</u>	Clint Walker	6565 US Hwy 98	Hattiesburg, MS
	- Applicant		
<u>Proponents:</u>	Jimmy Parker	6565 US Hwy 98	Hattiesburg, MS
<u>Opponents:</u>	Norman Beasley	29 West Lake Rd.	Hattiesburg, MS

Chairman Conville declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Miller made a motion to approve the request contingent upon the approval of a variance from Section 10.13.6 which states “Billboard replacement, of all or any part thereof, shall require the removal of two additional static billboard structures.” and instead replace 1 static billboard structure for a variance of 2 static billboard structures. The motion was seconded by Commissioner Wilson.

Commissioners voting aye: Dick Conville, Chairman
Amy Hinton, Vice-Chairman
Judy Corts
Mark Miller
Jessie Wilson

Commissioners voting nay: None

Commissioners absent: Paul Sims

PUBLIC HEARING – BOARD OF ADJUSTMENTS

Chairman Conville declared the Public Hearing for the Board for Adjustments open at 2:04 P.M.

There came the matter of Item A (Variance), filed by Clint Walker, Applicant, as required in the Land Development Code, Ord. No. 3209, to vary from Section 10.13.6 which states “Billboard replacement, of all or any part thereof, shall require the removal of two additional static billboard structures.” And instead replace 1 static billboard structure for a variance of 2 static billboard structures for a certain property located at 6192 US Hwy 98 (Parcel 052R-10-015.000, PPIN 20599, Ward 3).

	Name	Address	City/State
<u>Presented by:</u>	Clint Walker - Applicant	6565 US Hwy 98	Hattiesburg, MS
<u>Proponents:</u>			
<u>Opponents:</u>	Norman Beasley	29 West Lake Rd.	Hattiesburg, MS
	Kerri Little	7712 Hwy 49 N	Hattiesburg, MS

Chairman Conville declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Miller made a motion to deny the request for a variance with the following criteria: that special conditions and circumstances do not exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district; that literal interpretation of the provisions of this Code would not deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code; that the special conditions and circumstances do result from the actions of the applicant; that granting the variance requested will confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district. The motion died for a lack of a second.

Commissioner Corts made a motion to approve the request for a variance with the following criteria: that special conditions and circumstances do exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district; that literal interpretation of the provisions of this Code would deprive

the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code. The motion was seconded by Commissioner Hinton.

Commissioner Hinton made a motion to amend the approval criteria to read as follows: that special conditions and circumstances do exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district; that literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties [companies] in the same district under the terms of this Code; on the condition that application seeks to bring the static billboard into compliance, by lowering height, total advertisement square footage, and total number of faces, as stated in Section 10.13.6.f. The motion to amend the approval criteria passed unanimously.

Commissioners voting aye: Dick Conville, Chairman
Amy Hinton, Vice-Chairman
Judy Corts
Jessie Wilson
Mark Miller

Commissioners voting nay: None

Commissioners absent: Paul Sims

The vote on the motion to approve is as follows:

Commissioners voting aye: Dick Conville, Chairman
Amy Hinton, Vice-Chairman
Judy Corts
Jessie Wilson

Commissioners voting nay: Mark Miller

Commissioners absent: Paul Sims

PUBLIC HEARING – PLANNING COMMISSION

Chairman Conville declared the Public Hearing for the Planning Commission re-opened at 2:35 P.M.

There came the matter of Item B (LDC Amendment), filed by The City of Hattiesburg, as required in the Land Development Code, Ord. No. 3209, to amend the Land Development Code Section 5, Use Regulations and Conditions, Section 11, Administration and Enforcement, Section 12, Process and Procedure, and Section 13, Definitions. More specifically, amendments are proposed within 5.1, Establishment of a Table of Uses for Standard Districts; 5.2, Determination of Use Category; 5.3, Table of Uses; Table 5.1, Table of Uses; Table 5.4, Additional Use Conditions; 11.2, City Council; 11.3, Planning Commission; 11.4, Board of Adjustment; 11.6, Site and Design Review Committee; 11.7, Director of the Department of Urban Development.; 11.10, Enforcement; 12.3.1.1, Legislative Development Approvals; Process; and 13.2, Definitions. The general intent of the proposed amendment is an effort to clarify language in certain sections, to define or clarify definition of certain terms and uses for ease of interpretation, to establish additional uses that may be appropriate, to modify certain uses permitted and potential conditions thereof in certain zones, to address various issues in which the code is silent on conditions, to clarify processes and authority for the City Council, Planning Commission, and Board of Adjustment, to better align with state law on administration and enforcement, and to define the composition of and terms of office for the Planning Commission and Board of Adjustment. This is an abbreviated summary of the topics addressed in the proposed amendment, and interested parties are encouraged to contact City Hall or visit

www.HattiesburgMS.com to review the proposed amendment in its entirety.

	Name	Address	City/State
<u>Presented by:</u>	The City of Hattiesburg Planning Division		
<u>Proponents:</u>	Lou Mapp	102 St. Annes Drive	Hattiesburg, MS
<u>Opponents:</u>	None		

Chairman Conville declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Hinton made a motion to approve the request to amend the Land Development Code as presented with the following amendments: Scribner’s errors in the proposal for 5.4.2.6.iii; 5.4.28.8; 5.4.28.10; 5.4.28.11; 11.7.4.9.;

That Table 5.1 be amended to show “Animal husbandry – for profit and research related, including Concentrated Animal Feeding Operation as defined by the US EPA as defined by the US EPA” as Permitted in A-1 zoning districts, and that this use be amended to be titled “Animal husbandry – for profit and research related, including Concentrated Animal Feeding Operation as defined by the US EPA.”;

That Section 5.4.7.2, paragraph (i) be amended to delete the second sentence: “Stored vehicles must have a current tag.”;

That Section 11.3 shall be deleted in its entirety and replaced with the following: “11.3 Planning Commission. The Hattiesburg Planning Commission has been created by the Mayor and City Council as an advisory committee to the City of Hattiesburg in zoning matters and is vested with the rights and responsibilities as provided in Mississippi Code Annotated Section 17-1-17 (1972), and established in the City of Hattiesburg Ordinance No. 1490. The Planning Commission shall have certain duties and responsibilities related to this Land Development Code including, but not necessarily limited to, the following: 11.3.1 Hear and make recommendations to the City Council regarding the adoption or amendment of the Hattiesburg Comprehensive Plan, special area plans, corridor plans, neighborhood plans, the Land Development Code, the Official Zoning Map, and any other plans and policies impacting growth and development of the City. 11.3.2 Hear and make recommendations to the City Council all requests for preliminary plats and final plats (when changes have been proposed) for major subdivisions. 11.3.3 Composition and terms: 11.3.3.1 That the Planning Commission shall be composed of eleven (11) members, residents of the City appointed by the Mayor and ratified by the City Council. Each appointee shall be appointed for a period of 5 years. Vacancies shall be filled by the governing authorities and appointments to fill vacancies shall be for unexpired terms only. Each member shall be eligible for reappointment. All members of the commission shall serve without pay. The continued absence of any member of the commission from three (3) regularly scheduled meetings without excuses shall be just cause for the removal of said member from the commission by the governing authorities. Upon receipt of written notice from the chairman of the planning commission to the governing authorities of the City of Hattiesburg, stating that a member has been absent for three (3) meetings in any one year without a written and accepted excuse, the governing authorities may remove the absent member from the commission and appoint a new member to fill the vacancy. 11.3.3.2 Officers. The commission shall elect from among the members its own chairman, vice-chairman, and secretary and provide from time to time such rules and regulations not inconsistent with the ordinances of said city, for its own organization and procedure as it may deem proper. A simple majority of appointed and ratified members shall constitute a quorum for the transaction of business. 11.3.4 Procedure: The Planning Commission shall adopt rules in accordance with the provision of these Regulations. Meetings of the Commission shall be held the first Wednesday of each month at 1 pm. All meetings of the Planning Commission shall be open to the public. The Planning Commission shall keep minutes of its meetings.”;

That Section 11.4.2 be amended to read “Composition and terms: 11.4.2.1 Membership: The Hattiesburg Board of Adjustment shall be composed of eleven (11) members, residents of the City appointed by the Mayor and ratified by the City Council for a term of three (3) years. Vacancies shall be filled by the governing authorities and appointments to fill vacancies shall be for unexpired terms only. Each member shall be eligible for reappointment. All members of the commission shall serve without pay. The continued absence of any member of the commission from three (3) regularly scheduled meetings without excuses shall be just cause for the removal of said member from the commission by the governing authorities. Upon receipt of written notice from the chairman of the planning commission to the governing authorities of the City of Hattiesburg, stating that a member has been absent for three (3) meetings in any one year without a written and accepted excuse, the governing authorities may remove the absent member from

the commission and appoint a new member to fill the vacancy. 11.4.2.2 Officers: The Board of Adjustment shall elect from among the members its own chairman, vice-chairman, and secretary and provide from time to time such rules and regulations not inconsistent with the ordinances of said city, for its own organization and procedure as it may deem proper. A simple majority of appointed and ratified members shall constitute a quorum for the transaction of business. 11.4.3 Procedure: The Board of Adjustment shall adopt rules in accordance with the provision of these Regulations. Meetings of the Board shall be held the first Wednesday of each month following the close of the Planning Commission public hearing. All meetings of the Board of Adjustment shall be open to the public. The Board of Adjustment shall keep minutes of its meetings.” The motion was seconded by Commissioner Corts.

Commissioners voting aye: Dick Conville, Chairman
Amy Hinton, Vice-Chairman
Judy Corts
Jessie Wilson
Paul Sims

Commissioners voting nay: None

Commissioners absent: Mark Miller

BUSINESS MEETING

There being no further business, the meeting was adjourned at 3:45 PM. Commissioner Wilson made a motion to adjourn the meeting. The motion was seconded at Commissioner Corts.

Dick Conville, Chairman

Ginger Maddox Lowrey, AICP, CFM, Planning Division Manager



**Planning Commission
Case Fact Sheet**

Property Applicant: Clint Walker, Applicant

Address of Properties:
6192 US Hwy 98

Tax Parcels
052R-10-015.000

PPIN:
20599

Ward:
3

Request: **Digital Billboard Permit**

Purpose of Request: To consider an application to request a permit for a replacement "Digital Billboard" as provided in Section 10.13.6 and all applicable regulations for a certain property located at 6192 US Hwy 98 (Parcel 052R-10-015.000, PPIN 20599, Ward 3).

Applicant Summary: See Attached

Applicable Regulations:

Section 10 a. Billboard replacement, of all or any part thereof, shall require the removal of two additional static billboard structures. A building permit for the removal of three static billboard (location of sites as approved under the Use Permit Upon Review) for the conversion of an existing static billboard structure to a digital billboard structure. Confirmation of the removal of the required number of existing static billboard structures shall be on file with the Land Development Code Administrator prior to the issuance of a permit to convert an existing static billboard structure to a digital billboard structure.

Present Zoning: This parcel is currently zoned B-5 (Regional Business)

Present Use: Static Billboard

Surrounding Zoning and Land Use: North: B-5 (Regional Business) Commercial/Undeveloped

South: B-5 (Regional Business) Commercial
East: B-5 (Regional Business) Commercial/Retail
West: B-5 (Regional Business) Commercial/Undeveloped

Most Nearly

Bounded By (streets):

This parcel is accessible from the North by Hardy Street and bounded to the East by Lake Forgetful Road, the South by Lincoln Road, and the West by Lamar Boulevard.

Letters or

Concerns stated:

The Planning Division Office has not received any letters or other written communications relative to this case as of November 21, 2017

History / Background:

This property is currently a static billboard structure containing four static billboards

Basis for Approval:

Recommend **APPROVAL** or **DENIAL** of the request for a digital billboard permit.

SUBJECT PARCEL:

6192 US Hwy 98

Clint Walker, Applicant

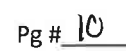
FILED

NOV 27 2017

BY *W. H. Young*
DEPUTY CLERK

The applicant request a permit for a replacement "Digital Billboard" as provided in Section 10.13.6 and all applicable regulations for a certain property and to vary from Section 10.13.6 which states "Billboard replacement, of all or any part thereof, shall require the removal of two additional static billboard structures." And instead replace 1 static billboard structure for a variance of 2 static billboard structures for a certain property located at 6192 US Hwy 98 (Parcel 052R-10-015.000, PPIN 20599, Ward 3). located at 6192 US Hwy 98 (Parcel 052R-10-015.000, PPIN 20599, Ward 3).





Site Aerial



SURROUNDING AREA

Northern Direction: B-5 (Regional Business) Commercial/Undeveloped



Southern Direction: B-5 (Regional Business) Commercial



Eastern Direction: B-5 (Regional Business) Commercial/Retail

Western Direction: B-5 (Regional Business) Commercial/Undeveloped



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

1. Billboard Type: ☒ Replacement (see Digital Billboard, New form for new billboards)
2. Located in ☒ Regional Corridor or ☐ Commercial Corridor
3. Specific Corridor locations (check applicable):
- REGIONAL:
- ☐ U.S. Highway 49: From Northern city limit southward to intersection with Old Highway 42;
 - ☐ U.S. Highway 49: From intersection at Edwards Street and Elk's Lake Road south to southern city limit;
 - ☐ Old Highway 42: From intersection at U.S. Highway 49 to Main Street;
 - ☒ U.S. Highway 98: From Western city limit eastward to intersection with Interstate 59;
 - ☐ U.S. Highway 98: From Eastern city limit westward to intersection with Interstate 59;
 - ☐ Interstate 59
- COMMERCIAL:
- ☐ U.S. Highway 49: From intersection at Old Highway 42 southward to intersection with Edwards Street.
 - ☐ Old Highway 42: From intersection at Main Street eastward to city limit.
 - ☐ Broadway Drive: From intersection at West Pine Street southwesterly to intersection with U.S. Highway 49.
 - ☐ Hardy Street: From intersection at Interstate 59 eastward to intersection with U.S. Highway 49.
 - ☐ Bouie Street: From intersection at Old Highway 42 south to intersection with East 4th Street.
 - ☐ James Street (north): From the intersection at Edwards Street south to intersection with J. M. Tatum Industrial Drive.
 - ☐ WSF Tatum Boulevard: From U.S. Highway 11 to U.S. Highway 49.
4. ☐ Attached is an inventory of all outdoor signs within the City limits of Hattiesburg. Inventory must include location with longitude/latitude, size, number of faces and type of illumination.

Replacement Billboard - Location Lat./Long: 31.319902 / -89.390088

PPIN: 020599 Street Address: 6192 US-HWY 98, Hattiesburg, MS

Size: height 10 x width 40 Number of faces: 2 Type Illumination: Digital

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

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

Billboard #1 - Location Lat./Long: See Variance Form

PPIN: N/A Street Address: N/A

Size: height N/A x width N/A Number of faces: N/A Type Illumination: N/A

Billboard #2 - Location Lat./Long: N/A - See Variance Form

PPIN: N/A

Street Address: N/A

Size: height N/A x width N/A Number of faces: N/A Type Illumination: N/A

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

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

I attest to compliance with each initialed box below:

7. ☒ *mcw* Movement: The image will change instantaneously as seen by the human eye, and shall not use blinking, fading, rolling, shading, dissolving, or similar effects as part of the change.
8. ☒ *mcw* Light levels: All digital billboards shall be equipped with light sensing devices or a scheduled dimming timer that will automatically dim the intensity of the light emitted by the sign during ambient low-light conditions and at night so that the sign does not exceed the maximum brightness levels allowed in this section.
9. ☒ *mcw* Maximum brightness shall not exceed five thousand (5,000) nits when measured from the sign's face at its maximum brightness during daylight hours and shall not exceed five hundred (500) nits when measured from the sign's face at its maximum brightness at night.
10. ☒ *mcw* If such sign is located within one hundred (100) feet of a property with residential zoning, the sign must be oriented such that no portion of the electronic sign face is visible from a residentially-zoned property or the brightness is reduced to no more than two hundred fifty (250) nits at night.
11. ☒ *mcw* Malfunctions: Any malfunction shall be repaired or disconnected within 48 hours by the owner or operator of such billboard.
12. One of the following conditions must be met before a Use Permit upon Review can be recommended. Check the condition(s) most applicable to your request and explain in writing.
- ☐ A. The need to protect the stability, integrity, and character of Hattiesburg's residential neighborhoods.
 - ☒ B. The need to preserve and encourage the stability of the Hattiesburg business community. - Allows the advertising of Hattiesburg Business community, will help preserve and encourage stability
 - ☐ C. The need to reinforce Hattiesburg's quality of life, preserve neighborhood identity, and boost community pride.
 - ☐ D. The need to conserve and protect Hattiesburg's physical infrastructure.
 - ☒ E. The public need for the proposed use, as opposed to the private interest of an individual. - From time to time this structure will be used to promote the community and public of Hattiesburg.

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

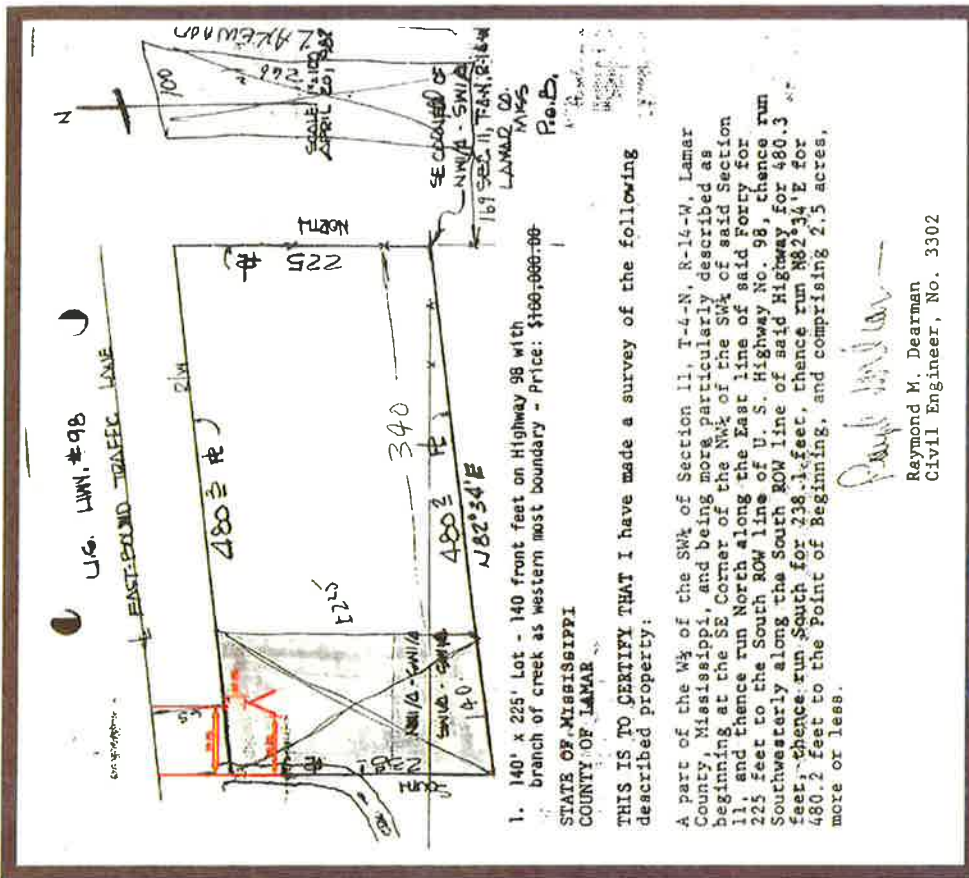
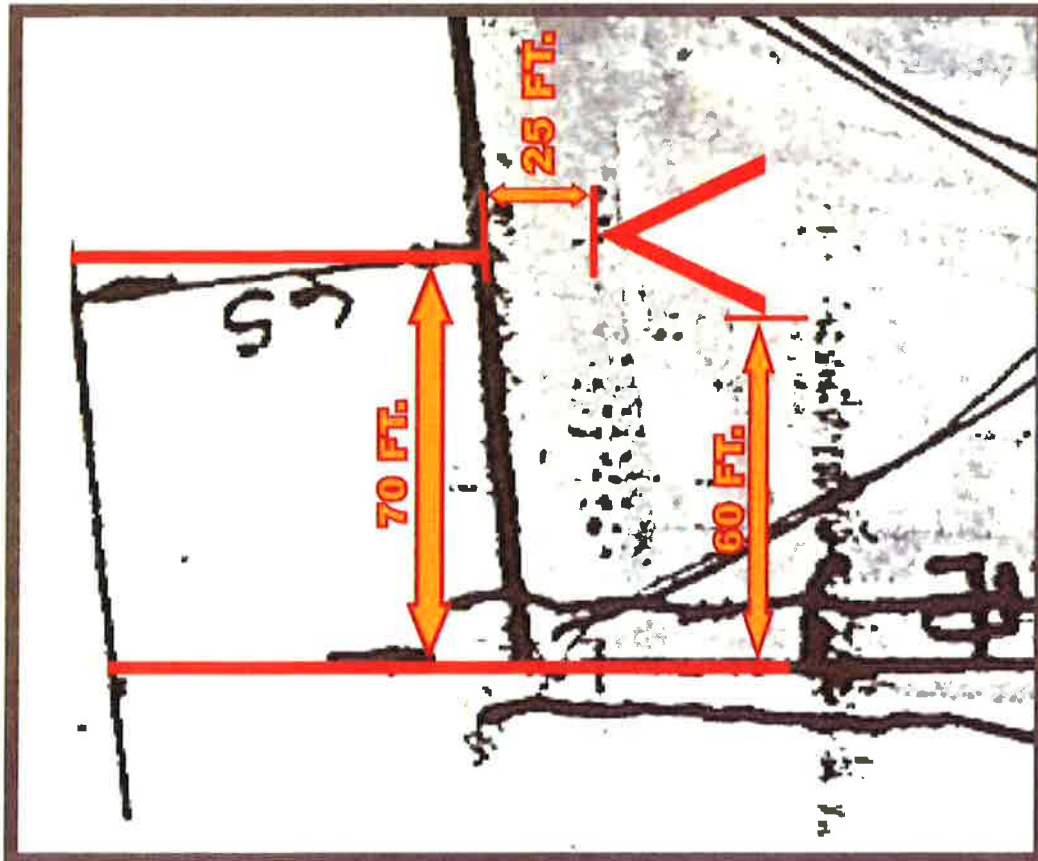
Our structure will preserve and encourage the stability of the
Hattiesburg business community through advertising. And will also, from time to
time be used to promote the community and public through the same channel

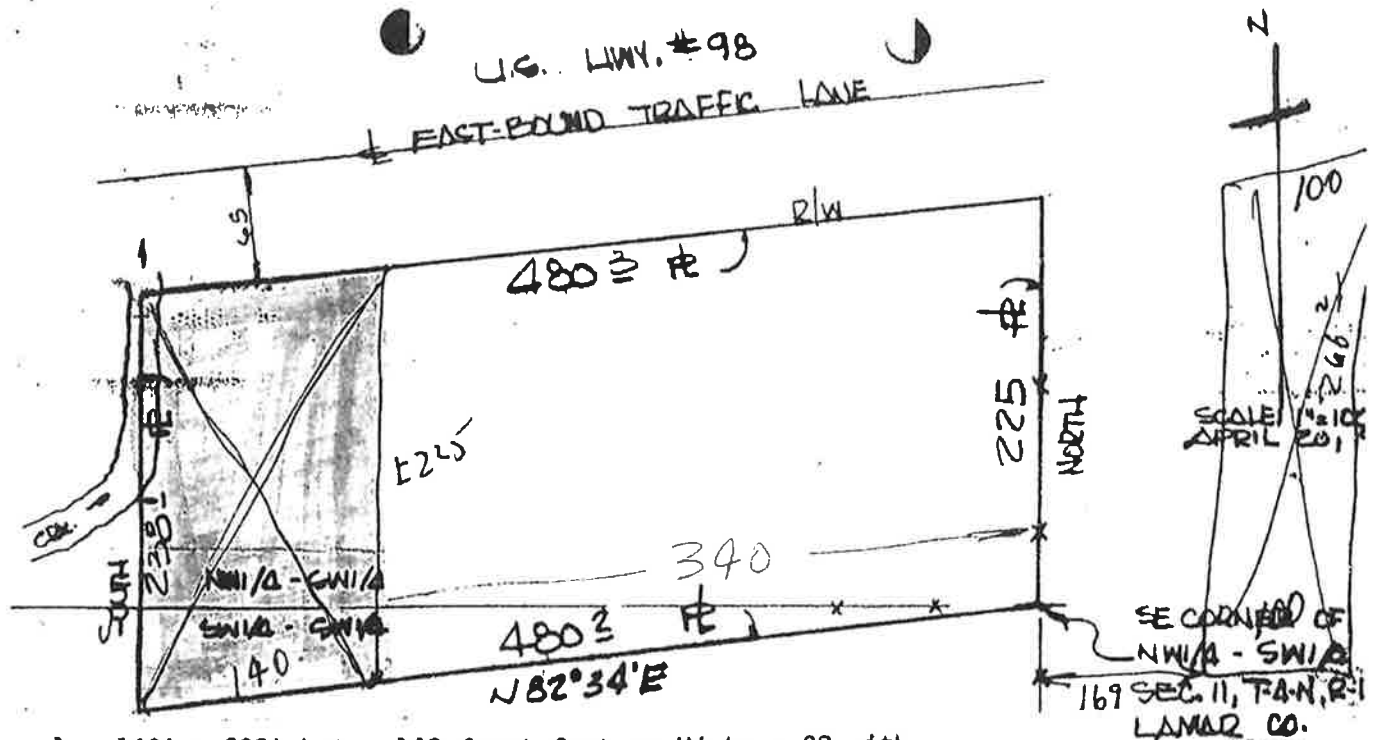
FINAL DESIGN



DESIGN

23478 Interstate 30
Bryant, AR. 72022
Office-501.847.1000





1. 140' x 225' Lot - 140 front feet on Highway 98 with branch of creek as western most boundary - Price: \$100,000.00

STATE OF MISSISSIPPI
COUNTY OF LAMAR

THIS IS TO CERTIFY THAT I have made a survey of the following described property:

A part of the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 11, T-4-N, R-14-W, Lamar County, Mississippi, and being more particularly described as beginning at the SE Corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 11, and thence run North along the East line of said Forty for 225 feet to the South ROW line of U. S. Highway No. 98, thence run Southwesterly along the South ROW line of said Highway for 480.3 feet, thence run South for 238.1 feet, thence run N 82° 34' E for 480.2 feet to the Point of Beginning, and comprising 2.5 acres, more or less.

Raymond M. Dearman

Raymond M. Dearman
Civil Engineer, No. 3302



City of Hattiesburg, MS

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

Master

File Number: 2018-103

File ID: 2018-103

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Andrew Ellard

File Created: 12/22/2017

Brief Title: Public Hearing

Final Action: 01/02/2018

Minute Book Number: MB2018-3

Title: Adopt a Resolution setting Public Hearing before City Council at 4 p.m. on Monday, February 5, 2018 to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community and providing for notice to owners and authorize publication of the noticed hearing.

Notes:

Agenda Date: 01/02/2018

Indexes:

Agenda Number: VI.-4

Sponsors:

Enactment Date:

Attachments: Set public hearing MEMORANDUM, Public Hearing
Reso 01.02.18, RES#2018-1, executed Public Hearing
Reso 01.02.18

Enactment Number:

Contact:

Meeting Date: 01/02/2018

Drafter: Ashley Fortenberry

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/02/2018	Adopt				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Vice President Dryden to Adopt a Resolution setting Public Hearing before City Council at 4 p.m. on Monday, February 5, 2018 to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community and providing for notice to owners and authorizing publication of the noticed hearing.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2018-103

Title

Adopt a Resolution setting Public Hearing before City Council at 4 p.m. on Monday, February 5, 2018 to determine if certain properties are in such a state of uncleanness so as to be a menace to the health and safety of the community and providing for notice to owners and authorize publication of the noticed hearing.

Summary

Public Hearing

Budget Information

Expenditure Type

Purchasing Item

Publication Information

[Please enter publication sites and dates]



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

MEMORANDUM

TO: Mayor and City Council

FROM: Andrew Ellard, Director of Urban Development

DATE: December 22, 2017

RE: Setting of Public Hearing

I hereby request the setting of a Public Hearing at 4 p.m. on Monday, February 5, 2018, to determine if the properties listed below constitute issues of safety and health according to the provisions of MS Code of 1972, Section 21-19-11.

<u>Address</u>	<u>PPIN #</u>	<u>Ward</u>	<u>Violations</u>
1. 1312 Deason Ave.	22399	2	DS,VS,OGL,T&L,DM
2. 1305 Rebecca Ave.	22475	2	DS,VS,OGL,T&L,HT,DM
3. 1307 Rebecca Ave.	22476	2	DS,VS,OGL,T&L,DM
4. 218 Oak St.	20282	2	DS,VS,OGL,T&L,DM
5. 809 ½ Fairley St.	25866	2	DS,VS,OGL,T&L,DM
6. 708 River St.	17491	2	DS,VS,OGL,T&L,DM
7. 6 Bonnie St.	21086	2	DS,VS,OGL,T&L,PID,DM
8. 1213 Edwards St.	13618	5	US,OGL,DM
9. 1310 Putnam Ave	22480	2	VS, DS, OGL, T&L
10. 2917 Laramie Circle	24772	3	VS, OGL
11. 910 S Tipton St	22107	2	DS, VS, T&L
12. 219 S. 23rd Ave.	16588	4	T&L,OGL
13. 211 S. 24th Ave.	16568	4	T&L,OGL
14. 211 ½ S. 24th Ave.	16568	4	VS,US,T&L,OGL,DM
15. 304 Mable St.	20567	2	DS,VS,US,OGL,T&L,DM
16. 306 Mable St.	20568	2	DS,VS,US,OGL,T&L,DM
17. 308 Mable St.	20570	2	DS,VS,US,OGL,T&L,DM
18. 901 Fairley St.	25860	2	DS,VS,OS,OGL,T&L,GL,PT
19. 1108 E. Hardy St.	21149	2	DS,VS,OGL,US,T&L,DM

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

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

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

RESOLUTION

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

<u>Address</u>	<u>PPIN #</u>	<u>Ward</u>	<u>Violations</u>
1. 1312 Deason Ave.	22399	2	DS,VS,OGL,T&L,DM
2. 1305 Rebecca Ave.	22475	2	DS,VS,OGL,T&L,HT,DM
3. 1307 Rebecca Ave.	22476	2	DS,VS,OGL,T&L,DM
4. 218 Oak St.	20282	2	DS,VS,OGL,T&L,DM
5. 809 ½ Fairley St.	25866	2	DS,VS,OGL,T&L,DM
6. 708 River St.	17491	2	DS,VS,OGL,T&L,DM
7. 6 Bonnie St.	21086	2	DS,VS,OGL,T&L,PID,DM
8. 1213 Edwards St.	13618	5	US,OGL,DM
9. 1310 Putnam Ave	22480	2	VS, DS, OGL, T&L
10. 2917 Laramie Circle	24772	3	VS, OGL
11. 910 S Tipton St	22107	2	DS, VS, T&L
12. 219 S. 23rd Ave.	16588	4	T&L,OGL
13. 211 S. 24th Ave.	16568	4	T&L,OGL
14. 211 ½ S. 24th Ave.	16568	4	VS,US,T&L,OGL,DM
15. 304 Mable St.	20567	2	DS,VS,US,OGL,T&L,DM
16. 306 Mable St.	20568	2	DS,VS,US,OGL,T&L,DM
17. 308 Mable St.	20570	2	DS,VS,US,OGL,T&L,DM
18. 901 Fairley St.	25860	2	DS,VS,OS,OGL,T&L,GL,PT
19. 1108 E. Hardy St.	21149	2	DS,VS,OGL,US,T&L,DM

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

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

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, that the owners of the above-described properties be notified, as provided by law, of a hearing to be held by the City Council in Council Chambers of City Hall in Hattiesburg, Mississippi, at 4:00 p.m. on Monday, February 5, 2018, to determine whether or not the above- described properties are in such a state of uncleanness so as to be a menace to the health and safety of the community.

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 2nd day of January, A.D., 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 2nd day of January, A.D., 2018.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

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

	Address	PPIN #	Ward
Violations			
1. 1312 Deason Ave.	22399	2	DS,VS,OGL,T&L,DM
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3. 1307 Rebecca Ave.	22476	2	DS,VS,OGL,T&L,DM
4. 218 Oak St.	20282	2	DS,VS,OGL,T&L,DM
5. 809 ½ Fairley St.	25866	2	DS,VS,OGL,T&L,DM
6. 708 River St.	17491	2	DS,VS,OGL,T&L,DM
7. 6 Bonnie St.	21086	2	DS,VS,OGL,T&L,PID,DM
8. 1213 Edwards St.	13618	5	US,OGL,DM
9. 1310 Putnam Ave	22480	2	VS, DS, OGL, T&L
10. 2917 Laramie Circle	24772	3	VS, OGL
11. 910 S Tipton St	22107	2	DS, VS, T&L
12. 219 S. 23rd Ave.	16588	4	T&L,OGL
13. 211 S. 24th Ave.	16568	4	T&L,OGL
14. 211 ½ S. 24th Ave.	16568	4	VS,US,T&L,OGL,DM
15. 304 Mable St.	20567	2	DS,VS,US,OGL,T&L,DM
16. 306 Mable St.	20568	2	DS,VS,US,OGL,T&L,DM
17. 308 Mable St.	20570	2	DS,VS,US,OGL,T&L,DM
18. 901 Fairley St.	25860	2	DS,VS,OS,OGL,T&L,GL,PT
19. 1108 E. Hardy St.	21149	2	DS,VS,OGL,US,T&L,DM

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

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

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, that the owners of the above-described properties be notified, as provided by law, of a hearing to be held by the City Council in Council Chambers of City Hall in Hattiesburg, Mississippi, at 4:00 p.m. on Monday, February 5, 2018, to determine whether or not the above- described properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

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

YEAS: George
Delgado
Carroll
Dryden
Brown

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 2nd day of January, A.D., 2017.

(SEAL)

ATTEST:

ADOPTED:


CLERK OF COUNCIL


PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 2nd day of January, A.D., 2017.

ATTEST:

APPROVED:


CITY CLERK


MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2018-113

File ID: 2018-113

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 12/28/2017

Brief Title: Adopt Resolution granting Ad Valorem Tax Exemption
to Mar-Jac Poultry.

Final Action:

Minute Book Number:

Title:

Take from the Table to Approve or Deny to Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Mar-Jac Poultry MS, LLC for a period not to exceed ten (10) years, commencing December 31, 2017 and ending December 31, 2026, with a true total value of \$2,913,838.50 or the amount approved by the Mississippi Department of Revenue.

Notes:

Agenda Date: 01/02/2018

Indexes:

Agenda Number: VI.-5

Sponsors:

Enactment Date:

Attachments: Mar-Jac Res-1-2-18, ADP-Mar-Jac, Mar-Jac App,
Mar-Jac County Statement

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		01/02/2018					

Text of Legislative File 2018-113

Title

Take from the Table to Approve or Deny to Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Mar-Jac Poultry MS, LLC for a period not to exceed ten (10) years, commencing December 31, 2017 and ending December 31, 2026, with a true total value of \$2,913,838.50 or the amount approved by the Mississippi Department of Revenue.

Summary

Adopt Resolution granting Ad Valorem Tax Exemption to Mar-Jac Poultry.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

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

The City Council next took up for consideration the matter of the application of Mar-Jac for exemption from ad valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

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

WHEREAS, Mar-Jac on May 4, 2017 filed in triplicate with this Council its Application for Tax Benefits; and

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

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

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

Section 1. That the application for Ad Valorem Tax Exemption by Mar-Jac for a consecutive period of ten (10) years from December 31, 2017 through December 31, 2021, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, as shown and described in Exhibit "A", be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue.

Section 2. That Mar-Jac is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit "A" for a period of five (5) years, commencing on 31st day of December, 2017, and ending on the 31st day of December, 2026 with a total true value of \$2,913,838.50 or the amount approved by Mississippi Department of Revenue.

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

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 2nd day of January, 2018.

(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 2nd day of January, 2018.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

MEMORANDUM

To: City Council, City of Hattiesburg, Mississippi

Date: August 1, 2017

From: Markus Simmons

RE: Mar-Jac Poultry MS, LLC

We greatly appreciate the opportunity to review the Ad Valorem Tax Exemption application for Mar-Jac Poultry MS, LLC located at 1301 James Street, Hattiesburg, Forrest County, MS. Upon further review by the Area Development Partnership (ADP) economic development staff, the request appears to be in order and warrants a strong consideration by the City Council. As businesses maneuver through today's economy, we must work diligently to ensure that we continue to provide a pro-business operating environment for existing businesses and for those we try to recruit.

Mar-Jac Poultry MS, LLC is applying for a 10-year Ad Valorem Tax Exemption to be exempt from all non-educational ad valorem taxes of the City of Hattiesburg for a period of 10 years for an expansion completed 12/31/2016. The total employment for the company in December 2016 was approximately 975. The total value of the personal property to be exempted is \$2,913,838.50. Mar-Jac Poultry MS, LLC has made great strides to take a more active role in the community since purchasing the facility from Marshall Durbin in 2014. Again, we are in favor of this exemption and certainly appreciate your consideration.

APPLICATION TO THE CITY COUNCIL
OF
CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI

APPLICATION OF **MAR-JAC POULTRY MS LLC**
FOR EXEMPTION FROM
AD VALOREM TAXES FOR A PERIOD OF 5 YEARS AS AUTHORIZED BY
SECTION §27-31-105, et seq., OF THE
MISSISSIPPI CODE OF 1972, AS AMENDED

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

Comes now **Mar-Jac Poultry MS LLC** (the "Applicant") and files this it's Application with copies in triplicate for exemption from ad valorem taxation, except school district taxes and the "mandated levies" described in Code Section §27-39-329 and respectfully represents unto the Honorable City Council, City of Hattiesburg, Forrest County, Mississippi as follows:

1. Applicants have negotiated in good faith with the City Council as to the ad valorem tax exemption authorized by Code Section §27-31-105 and related Code Sections.
2. Applicants are a Mississippi Corporation and domiciled in the City of Hattiesburg, Forrest County, Mississippi.
3. Applicants are now operating as an Integrated Poultry Producer in the City of Hattiesburg, Forrest County, Mississippi, which industry is a bona fide expanded enterprise of "public utility" within the meaning of Section §27-31-105 et seq., and related Sections of the Mississippi Code of 1972, as amended, which has made additions to or expansions of its facilities or properties or replacement of equipment used in connection with or necessary to the operation of such enterprise.
4. The Applicants are therefore eligible for the exemption granted by Code Section §27-31-105 as a manufacturing enterprise described in Code Section §27-31-101.
5. The exemption prayed for in this Application is with regard to additions to, expansions of, or replacements with respect to Applicant's said enterprise of "public utility" as enumerated in

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

6. Applicants have expanded and upgraded their facilities with additions and replacements during 2016. This Application relates to the additions and replacements (as listed in "Exhibit A" hereto) acquired as a result of such additions, expansions and replacements.

7. Applicants additions, expansions, and replacements, which are the subject of this Application, were completed within the meaning of the applicable statutes of the State of Mississippi on December 31, 2016. In accordance with the provisions of Code Section §27-31-105, the exemption hereby claimed should commence on the 1st day of January 2017.

8. The true value of all property to be exempted is \$ 2,913,838.50 as shown in the itemized list attached hereto as "Exhibit A" and made a part hereof.

9. The exemption from ad valorem taxation, except school district taxes and the "mandated levies", on the tangible property described in "Exhibits A" should be granted for a five (5) year period beginning on 1st day of January, 2017 and ending on the 31st day of December, 2021.

PRAYER

WHEREFORE, Applicants pray that this City Council, City of Hattiesburg, Forrest County, Mississippi, enter a finding that the Applicant has negotiated in good faith with the City Council as to the requested exemption; the Applicants have in fact undertaken an addition to, expansion of, or replacement with respect to an enterprise of "public utility"; and that the additions, expansions, and replacements were completed on December 31, 2016, and that the Applicants be granted an exemption, under Code Section §27-31-105, from ad valorem taxation, except school district ad valorem taxes and the "mandated levies" described in Code Section §27-39-329, as provided by law, for a ten-year period beginning on January 1, 2017, for the items of tangible property used in, or

necessary to the operation of the Applicants expanded enterprise in the County of Forrest, City of Hattiesburg, Mississippi and described in "Exhibit A" attached hereto; and

That this City Council, City of Hattiesburg, Mississippi, approve this Application by an Order of Resolution spread upon its minutes, declaring that such property is exempt from all ad valorem taxation, except school district ad valorem taxes and the "mandated levies", for a period of five (5) years and forward the original and three (3) copies of this Application and a certified transcript of such approval to the Mississippi Department of Revenue and that, upon approval of this Application by the Mississippi Department of Revenue and the issuance of its certificate of approval, the City Council, City of Hattiesburg, Forrest County, Mississippi, will enter a Final Order on its minutes granting the prayed for exemption and notify the County Tax Assessor of such exemption and obtain a certificate of the County Tax Assessor verifying the status of said property as non-taxable on the appropriate tax rolls.

Respectfully submitted, this the 4th day of May 2017.

APPLICANT:

MAR-JAC POULTRY MS LLC

By: K. Conway

Accty Mgr
Title

ATTEST: Christina Rollins

RESOLUTION GRANTING EXEMPTION

FROM AD VALOREM TAXES

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

This governing authority does hereby grant, subject to approval and certification of the Department of Revenue, ad valorem tax exemption to the above taxpayer for a period of 5 years, beginning January 1, 2017, on the property described in the application with a total true value of \$ 2,913,838.50.

Therefore the resolution to grant ad valorem tax exemption to the above named enterprise is hereby approved by the City Council, City of Hattiesburg, Mississippi for a period of 5 years as authorized by Section §27-31-101 et seq., Mississippi Code of 1972, as amended, on this the ____ day of _____, 20__.

Granting Authority

Name & Title

(SEAL)

Attest:

MAR-JAC POULTRY MS LLC
Hattiesburg Mississippi
Forrest County

EXHIBIT A
2016 ADDITIONS/EXPANSIONS

Plant	Seven Vat Dumpers	6/4/2016	77,000.00
Plant	Two PacMac Baggers	9/16/2016	309,600.00
Plant	DSI Water Portioner	9/14/2016	1,486,250.00
	Two Isheda scale systems	8/16/2016	321,911.07
	Two polar massagers & two vacuum load systems	8/16/2016	223,530.60
Plant	Flex Line	6/17/2016	372,500.00
Plant	Fiber Optic & Phones for shipping dock & guard shack	10/14/2016	18,107.83
Plant	Four table top bagging systems	8/8/2016	26,100.00
Plant	Two check Weighers	8/15/2016	51,608.00
Plant	Two CVP Fresh Vac A-200	11/2/2016	27,231.00
	TOTAL 2015 ADDITIONS/EXPANSION:		<u>2,913,838.50</u>

POSITION STATEMENT OF TAX ASSESSOR

EXEMPTION OF REALTY AND/OR PERSONAL PROPERTY

TRADE NAME OF APPLICANT: MAR-JAC POULTRY MS LLC

LOCATION: 1301 JAMES ST PARCEL P7164

TYPE OF BUSINESS: POULTRY PROCESSING PLANT

FINISHED PRODUCTS ARE: PROCESSED CHICKEN

STATE THE ENUMERATION THIS APPLICATION IDENTIFIES WITH: 27-31-105

HAS THIS ENTERPRISE ENJOYED AN EXEMPTION PREVIOUSLY? YES

UNDER ANY OTHER TRADE NAME? YES

ANY OTHER LOCATION? NO

UNDER ANY OTHER OWNERSHIP? YES

NUMBER OF NEW JOBS N/A ESTIMATED ANNUAL PAYROLL

EXEMPTION TO BE ON:

LAND:	(NO)	VALUE:\$
IMPROVEMENTS:	(NO)	VALUE:\$

PERSONAL PROPERTY:

FURN & FIX.	VALUE \$
MACH & EQUIP.	VALUE \$ 2,913,838.50
INVENTORY	VALUES
RAW MATERIALS	VALUE \$
WORK IN PROCESS	VALUE \$

PERSONAL PROPERTY TOTAL:	\$ 2,913,838.50
EXEMPTION TOTAL VALUE:	\$ 2,913,838.50

LAND AND IMPROVEMENTS:

OWNER OF LAND: MAR-JAC POULTRY MS LLC & FORREST COUNTY

OWNER OF IMPROVEMENTS: MAR-JAC POULTRY MS LLC

DATE OF IMPROVEMENTS: COMPLETED N/A EXPANDED 12-31-2016

ANY PRIOR EXEMPTION: YES

YEARS OF EXEMPTION APPLIED FOR: 2017 THRU 2021

APPLICANT'S REPRESENTATIVE: K CONWAY

ADDRESS: 1301 JAMES ST, HATTIESBURG, MS 39401 PHONE: 601-544-3141

INVESTIGATED BY: BRUCE TEMPLETON

COMMENTS:

DATE: JUNE 5, 2017 TAX ASSESSOR: MARY ANN PALMER



City of Hattiesburg, MS

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

Master

File Number: 2018-114

File ID: 2018-114

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 12/29/2017

Brief Title: Appointment of Stephen Mooney as Interim Fire Chief.

Final Action: 01/02/2018

Minute Book Number: MB2018-3

Title:

Adopt a Resolution appointing Stephen Mooney as Interim Chief of Hattiesburg Fire Department.

Notes:

Agenda Date: 01/02/2018

Indexes:

Agenda Number: VI.-6

Sponsors:

Enactment Date:

Attachments: RES-Appointing Stephen Mooney Interim Fire Chief, Mooney Resume, RES#2018-2, executed
RES-Appointing Stephen Mooney Interim Fire Chief

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	01/02/2018	Adopt				Pass
Action Text: A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Adopt a Resolution appointing Stephen Mooney as Interim Chief of 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							
Council Vice President Dryden recused herself for the vote on Policy Agenda item VI.-7.							
Yea: 5 Council Member George							
Council Member Delgado							
Council President Carroll							
Council Vice President Dryden							
Council Member Brown							

Text of Legislative File 2018-114

Title

Adopt a Resolution appointing Stephen Mooney as Interim Chief of Hattiesburg Fire Department.

Summary

Appointment of Stephen Mooney as Interim Fire Chief.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION

**APPOINTING INTERIM FIRE CHIEF
FOR THE CITY OF HATTIESBURG**

WHEREAS, Section 21-8-23 of the Mississippi Code of 1972, as annotated and amended, provides that a department director shall be appointed by the Mayor of the City of Hattiesburg, Mississippi, and confirmed by an affirmative vote of a majority of the City Council present and voting; and,

WHEREAS, Stephen Mooney is appointed by the Mayor and is recognized by the Council as a qualified and proper person to fulfill the duties of the Director of Parks and Recreation;

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

Section 1. That Stephen Mooney be and is hereby confirmed to serve as Interim Chief of the Hattiesburg Fire Department to fulfill the duties as defined by Section 21-8-23 of the Mississippi Code of 1972 as annotated and amended.

Section 2. That public interest and necessity requiring same, this Resolution shall become effective December 30, 2017.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 2nd day of January, A.D., 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of January, A.D., 2018.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Stephen began his career at Hattiesburg Fire Department June of 1997. Although he was new to the department at this time, he was not new to devoting his time and energy to the fire service.

He began as a Junior Volunteer Firefighter with the Petal Fire Department and has continued his journey in the fire service as a Volunteer since he reached the age of 18, until he joined with Hattiesburg Fire. Later, Stephen was hired as a Petal Firefighter and worked as needed part time on his days off.

His career as a Firefighter includes the ranks of Engineer, Lieutenant and B/C (Battalion Chief). Currently, he is filling the role of Fire Marshal for the City of Hattiesburg. He is a member in good standing of the International Association of Arson Investigators and Mississippi Fire Investigators Association. Stephens's credentials are, but not limited to:

National Fire Academy

1. Fire Arson Investigator
2. Interviewing/Interrogation techniques and Courtroom Testimony
3. Fire and Life Safety Plans Review
4. Campus Life Safety 1&3
5. Incident Safety Officer
6. Incident Command system 100, 200, 300, 400, 700, 800.

MS State Fire Academy

1. Fire Service Management
2. Fire Inspector 1&2
3. Leadership1
4. Fire Officer 1&2
5. Fire Instructor.

Those who have known him agree that his determination, tenacity and unyielding perseverance can be a force in his pursuits, tasks, and mission. He strives to be an example of fairness and create an atmosphere that fosters a level field for all who strive to be the best.

CURRICULUM VITAE
FOR
STEPHEN D. MOONEY, IAAI-CFI

Battalion Chief / Fire Marshal

Fire Origin & Cause Investigator

Hattiesburg Fire Department

622 Corinne St. Hattiesburg, MS 39401

Email – smooney@hattiesburgms.com

OFFICE: (601) 545-6678 Mobile: (601) 408-9669 FAX: (601) 545-6679

I have well-developed leadership and analytical skills as evidenced by my ability to continuously succeed in fire/rescue operations and emergency medical services. I have a well-known reputation for a strong work ethic and uncompromising devotion to service. I am a multifaceted and diligent professional with accomplished abilities.

I am currently serving as the Fire Marshal of Hattiesburg, MS in a jurisdiction of approximately fifty thousand residents with eight fire stations. My primary duties are to manage and oversee daily operations of the Fire Prevention Division of the Fire Department. This division is responsible for fire inspections, fire code enforcement, fire investigations, and public education within the jurisdiction of the City of Hattiesburg. I manage specified duties by delegating to inspectors, or personally executing these tasks as appropriate.

In my short time as Fire Marshal, I have authorized and implemented many changes to improve the safety of the residents in my jurisdiction. These changes include a new residential KnoxBox program, expanding the current KnoxBox master key units in all station districts, revision of the citation system, streamlining the inspection process, mandating inspector certifications for all inspectors, implementing joint task force investigations with the State Fire Marshal's office to expand resources and utilize DSFM investigators and canine units, and utilizing two State Law Enforcement certified personnel trained in firefighting, inspections, and investigations, all to increase the level of professionalism within the department.

Capabilities:

- Systematic approach using the Scientific Method as outlined in NAPA 921 when performing fire scene investigations.
- Investigate fire scenes and explosions.
- Locate the seat of the explosion or point of origin.
- Determine the cause of ignition.
- Collect and record samples for laboratory analysis.
- Prepare investigation reports containing cause and origin analysis.
- Conduct hazardous materials investigations of fires, spills, leaks and illegal discharges.
- Collect and record witness statements, photographs, diagrams, video, and other components.
- Conduct complete background investigations.
- Conduct surveillance
- Render a professional opinion with respect to origin and cause investigation.
- Give expert testimony as to the results of these investigations.

Education:

High School Graduate, Petal High School, Petal, MS 1987

Hattiesburg Fire Academy, 1997 Hattiesburg, MS

BSA: Life Rank, Order of Arrow

Commendations:

Letter of Commendation, March 13, 1998

Employee of the Month, May 2003

Experience:

One Year Fire Arson Investigator (Lead) 2015

Twenty Years Progressive, Uninterrupted Service Hattiesburg Fire Department

Eight Years Petal Volunteer Fire Department

Nineteen Years Hazardous Materials Technician, Hattiesburg Incident Response Team (HIRT)

Seven Years Shift Investigator Hattiesburg Fire Department

Certifications:

- International Association of Arson Investigators (IAAI-CFI) -April 28, 2017
- Fire Arson Investigation, National Fire Academy **80 Hours** -2004
- Forensic Evidence Collection 4.50 IACET CEU, NFA –November 2015
- Interviewing Interrogation Technique's and Courtroom Testimony
7.00 IACET CEU, NFA –November 2015
- Incident Safety Officer NFA [F0729] **16 Hours** -February 2016
- Fire Inspector 1031-II MSFA **40 Hours** -December 2015
- Fire Cause Determination for Company Officers **16 Hours** -2003
- Homemade Explosives: Awareness, Recognition, and Response (HME) New Mexico Tech Energetic
Materials Research and Testing Center -2015
- Fundamentals of Search and Rescue, NASAR **40 Hours** -2015
- Law Enforcement Response to WMD Incidents Awareness 100 **16 Hours** -2005
- WMD Emergency Response to Radiological Transport T-t-T -2014
- Passenger Train Response -1998
- Certified Calling the Mayday, HOT-NFA -2012
- NIMS 100, 200, 700, 701a, 702a, 800
- Certified Fire Officer 1, and 2: **80 Hours**
- Certified Hazardous Materials Technician: **80 Hours**
- Certified Fire Instructor: **48 Hours**
- Certified Rope Rescue Technician 1, and 2: **80 Hours**
- Certified Fire Fighter 1001.1002
- Certified Confined Space Technician: **40 Hours**
- Certified Campus Life Safety 1, 2, and 3: **80 Hours**
- Certified Fire Service Management **40 Hours**
- Certified Driver/Operator **80 Hours**
- Certified Safety Officer, 1521 **48 Hours**
- Certified Fire Ground Leadership **40 Hours**
- Certified Swift Water Rescue Technician **40 Hours**
- Farm Medic Provider **16 Hours**
- Certified Boat & Water Safety **16 Hours**
- Certified Fire Streams **12 Hours**

Member Transcript:

Name: Stephen Mooney

Agency / Organization: Hattiesburg Fire Department

Total Earned Credit **44 Hours**

All dates displayed are in the following time zone: Central Standard Time.

Program Name CFI-Trainer.Net

Credit Hours 44

Passed/Tested	Completion Date
Critical Thinking Solves Cases 4	06/13/2015
Digital Photography and the Fire Investigator 4	05/24/2015
DNA 3	06/02/2015
Effective Investigation and Testimony 3	06/08/2015
Electrical Safety 3	03/13/2015
Ethics and the Fire Investigator 3	06/05/2015
Evidence Examination: What Happens at the Lab? 4	05/30/2015
Fire & Life Safety Plans Review	03/07/2016
Fire Protection Systems 3 True	03/13/2015
Fundamentals of Interviewing 4	06/08/2015
Introduction to Evidence 4	05/24/2015
MagneTek: A Case Study in the Daubert Challenge 2	06/05/2015
Physical Evidence at the Fire Scene 4	06/14/2015
Writing the Initial Origin and Cause Report 3	07/05/2015

Association Memberships:

- IAAI -International Association of Arson Investigators
- NAFI –National Association Fire Investigators
- NFPA –National Fire Protection Association
- MSFIA –Mississippi Fire Investigators Association
- IAFF LOCAL 184 –International Association of Firefighters
- NASAR –National Association of Search and Rescue

MFIA MS Fire Investigators Association Board of Directors 2016

RESOLUTION

APPOINTING INTERIM FIRE CHIEF FOR THE CITY OF HATTIESBURG

WHEREAS, Section 21-8-23 of the Mississippi Code of 1972, as annotated and amended, provides that a department director shall be appointed by the Mayor of the City of Hattiesburg, Mississippi, and confirmed by an affirmative vote of a majority of the City Council present and voting; and,

WHEREAS, Stephen Mooney is appointed by the Mayor and is recognized by the Council as a qualified and proper person to fulfill the duties of the Director of Parks and Recreation;

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

Section 1. That Stephen Mooney be and is hereby confirmed to serve as Interim Chief of the Hattiesburg Fire Department to fulfill the duties as defined by Section 21-8-23 of the Mississippi Code of 1972 as annotated and amended.

Section 2. That public interest and necessity requiring same, this Resolution shall become effective December 30, 2017.

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

YEAS:

George
Delgado
Carroll
Dryden
Brown

NAYS:

None

The President thereby declared the motion carried and the Resolution adopted, this the 2nd day of January, A.D., 2018.

(SEAL)

ATTEST:

ADOPTED:


CLERK OF COUNCIL


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of January, A.D., 2018.

ATTEST:

APPROVED:


CITY CLERK


MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2018-109

File ID: 2018-109

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 12/27/2017

Brief Title: Requisition No. 13 - 2016 Water/Sewer Bonds

Final Action: 01/02/2018

Minute Book Number: MB2018-3-4

Title:

Adopt a Resolution authorizing Requisition No. 13 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:

Agenda Date: 01/02/2018

Indexes:

Agenda Number: VI.-7

Sponsors:

Enactment Date:

Attachments: 2016 Bond Resolution No. 13, RES#2018-3, executed
2016 Bond Resolution No. 13

Enactment Number:

Contact:

Meeting Date: 01/02/2018

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	01/02/2018	Adopt				Pass

Action Text: A MOTION was made by Council Member George and seconded by Council Member Brown to Adopt a Resolution authorizing Requisition No. 13 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: 3 - George, Carroll and Brown

Nays: 0

Abstain: 1 - Delgado

Recuse: 1 - Dryden

Council Vice President Dryden returned to the room following the vote.

Yea:	3	Council Member George
		Council President Carroll
		Council Member Brown
Abstain:	1	Council Member Delgado
Recuse:	1	Council Vice President Dryden

Text of Legislative File 2018-109

Title

Adopt a Resolution authorizing Requisition No. 13 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

Requisition No. 13 - 2016 Water/Sewer Bonds

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. **13** 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. 13 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. **13** from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$102,104.81** 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. **13** from the Project Fund Construction Account under the Loan in the total aggregate amount of **One Hundred Two Thousand One Hundred Four and 81/100 dollars (\$102,104.81)** 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. **13** in the total aggregate amount of **One Hundred Two Thousand One Hundred Four and 81/100 dollars (\$102,104.81)** as authorized herein, as more particularly described in Exhibit A.

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **2nd day of January**, 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **2nd day of January**, 2018.

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.: 13

DATE OF REQUISITION: 1/2/2018

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	93695.7220.54	\$ 49,595.14	Pay App 1	Sewer Phase V Period: 11/13/17 - 11/25/17 MB: 2017-403
2	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.72	\$ 5,845.00	19980	Sewer Phase X - Quinn St. Area Period: 10/22/17 - 11/30/17 MB 2011-4/89-110 SDW #1273-S011
3	Pittman Law Firm P O Drawer 17138 Hattiesburg, MS 39404-8138	093695.7295.70	\$ 7,692.17	19979	Water Plant #1 Rehabilitation Period: 10/22/17 - 11/30/17 MB 2017-81 SDW #1273-W015
4	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.70	\$ 14,447.50	19977	Sewer Improvements Ph VIII - Camp St. Area Period: 10/22/17 - 11/30/17 MB 2011-4/89-110 SDW #1273-S010
5	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7245.62	\$ 14,952.50	19992	Water Ph V Period: 10/22/17 - 11/30/17 MB 2011-4/89-110 SDW # 1273-W013

6	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.51	\$	1,942.50	19991	Sewer Improvements Phase XII Period: 10/22/17 - 11/30/17 MB 2011-4/89-110 SDW #1273-S012
7	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.54	\$	7,630.00	19989	Sewer Phase V Period: 10/22/17 - 11/30/17 MB 2011-4/89-110 SDW Project# 1273-S005

				<u>\$ 102,104.81</u>		
--	--	--	--	----------------------	--	--



Engineering Progress

December 20, 2017

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

Attn: Lamar Rutland, P.E.

**RE: Comprehensive Sewer Improvements Ph V -
City of Hattiesburg**

Dear Mr. Rutland:

Enclosed please find pay estimate no. 1 for the above referenced project.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'K. Wallace', is written over the typed name.

Kyle D. Wallace, P.E.
Project Engineer

/aa

cc: C.B. Developers, SDW files

093695. 7220.54
MB 2017-403



To (Owner): CITY OF HATTIESBURG	Application Period: Beginning: 11/13/2017 Ending: 11/25/2017	Application Date: 10-Dec-17
Project:	From (Contractor): C.B. DEVELOPERS, INC.	Via (Engineer): SHOWS, DEARMAN & WAITS, INC.
COMPREHENSIVE SEWER PHASE 5	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 \$		

1. ORIGINAL CONTRACT PRICE	\$	1,077,240.50
2. Net change by Change Orders	\$	-
3. CURRENT CONTRACT PRICE (LINE 1 + 2)	\$	1,077,240.50
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimates)	\$	52,205.41
5. RETAINAGE:		
a. 5.0 % x Work Completed	\$	2,610.27
b. 5.0% x Stored Material	\$	-
c. Total Retainage (line 5a + line 5b)	\$	2,610.27
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$	49,595.14
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$	-
8. AMOUNT DUE THIS APPLICATION	\$	49,595.14
9. BALANCE TO FINISH, PLUS RETAINAGE		
(Column G on Progress Estimate + Line 5 above)	\$	1,027,645.36

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.		Payment of: \$49,595.14 Is recommended by:  (Engineer) Payment of: \$49,595.14 Is approved by: _____ (Owner) Is approved by: _____ (Owner) Approved by: _____ (Funding Agency, if applicable)	12-20-17 (Date) (Date) (Date) (Date)
By: 		Date: 12-6-17	

Progress Estimate

Contractor's Application

For (contract):		COMPREHENSIVE SEWER PHASE 5			Application Number: 1					
Application Period:		11/13/2017	TO	11/25/2017	Application Date: 0-Jan-00					
Pay Item	Item Description	Bid Quantity	Unit Price	Bid Value	C	D	E	F	% (F)	G
					Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)		Balance to Finish (F)
0	SITE 1-DOGWOOD DRIVE									
1	4" 160 PSI PVC SANITARY SEWER FORCE MAIN (ALL DEPTHS)	1000.0	\$ 7.84	\$ 7,840.00	-	\$ -	\$ 0.00	\$ -	0%	\$ 7,840.00
2	8" SDR 26 PVC SEWER PIPE (0'-6')	1098.0	\$ 24.16	\$ 26,527.68	-	\$ -	\$ 0.00	\$ -	0%	\$ 26,527.68
3	8" SDR 26 PVC SEWER PIPE (6'-8')	601.0	\$ 26.56	\$ 15,962.56	-	\$ -	\$ 0.00	\$ -	0%	\$ 15,962.56
4	8" SDR 26 PVC SEWER PIPE (8'-10')	123.0	\$ 38.55	\$ 4,741.65	-	\$ -	\$ 0.00	\$ -	0%	\$ 4,741.65
5	8" SDR 26 PVC SEWER PIPE (10'-12')	101.0	\$ 43.34	\$ 4,377.34	-	\$ -	\$ 0.00	\$ -	0%	\$ 4,377.34
6	8" SDR 26 PVC SEWER PIPE (12'-14')	135.0	\$ 48.14	\$ 6,498.90	-	\$ -	\$ 0.00	\$ -	0%	\$ 6,498.90
7	AIR RELEASE AND VACUUM VALVE ASSEMBLY (INCLUDING PR	1.0	\$ 4,189.24	\$ 4,189.24	-	\$ -	\$ 0.00	\$ -	0%	\$ 4,189.24
0	MANHOLE ITEMS									
8	48" PRECAST CONCRETE SEWER MANHOLE (0'-6')	3.0	\$ 2,689.82	\$ 8,069.46	-	\$ -	\$ 0.00	\$ -	0%	\$ 8,069.46
9	48" PRECAST CONCRETE SEWER MANHOLE (6'-8')	8.0	\$ 3,176.73	\$ 25,414.24	-	\$ -	\$ 0.00	\$ -	0%	\$ 25,414.24
10	48" PRECAST CONCRETE SEWER MANHOLE (8'-10')	1.0	\$ 3,658.87	\$ 3,658.87	-	\$ -	\$ 0.00	\$ -	0%	\$ 3,658.87
11	48" PRECAST CONCRETE SEWER MANHOLE (10'-12')	1.0	\$ 4,190.30	\$ 4,190.30	-	\$ -	\$ 0.00	\$ -	0%	\$ 4,190.30
12	48" PRECAST CONCRETE SEWER MANHOLE (12'-14')	1.0	\$ 4,382.73	\$ 4,382.73	-	\$ -	\$ 0.00	\$ -	0%	\$ 4,382.73
0	SEWER SERVICE ITEMS									
13	6" SDR 26 PVC SEWER PIPE FOR SERVICES (ALL DEPTHS)	942.0	\$ 10.60	\$ 9,985.20	-	\$ -	\$ 0.00	\$ -	0%	\$ 9,985.20
14	8" X 8" X 6" PVC TEE	8.0	\$ 323.75	\$ 2,590.00	-	\$ -	\$ 0.00	\$ -	0%	\$ 2,590.00
15	6" PVC CLEANOUT	8.0	\$ 359.74	\$ 2,877.92	-	\$ -	\$ 0.00	\$ -	0%	\$ 2,877.92
0	LIFT STATION ITEMS									
16	LIFT STATION INCL CLEARING AND GRUBBING, BORROW MAT	1.0	\$ 207,236.80	\$ 207,236.80	-	\$ -	\$ 0.00	\$ -	0%	\$ 207,236.80
0	MISCELLANEOUS CONSTRUCTION ITEMS									
17	ABANDONMENT OF SEPTIC TANKS	7.0	\$ 359.68	\$ 2,517.76	-	\$ -	\$ 0.00	\$ -	0%	\$ 2,517.76
18	DROP MANHOLE ASSEMBLY (ALL DEPTHS)	3.0	\$ 869.23	\$ 2,607.69	-	\$ -	\$ 0.00	\$ -	0%	\$ 2,607.69
19	WATER SERVICE REPAIR (INCLUDING SERVICE TUBING, FITTING	4.0	\$ 599.95	\$ 2,399.80	-	\$ -	\$ 0.00	\$ -	0%	\$ 2,399.80
20	CRUSHED AGGREGATE (SIZE 825)	612.0	\$ 44.96	\$ 27,515.52	-	\$ -	\$ 0.00	\$ -	0%	\$ 27,515.52
TOTALS				\$ 373,583.66		\$ -	\$ 0.00	\$ -		\$ 373,583.66

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 PHASE 5			Application Number: 1		Application Date: 0-Jan-00				
Application Period:		11/13/2017	TO	11/25/2017							
Pay Item	Item Description	A	Bid Quantity	Unit Price	B	C	D	E	F	% (F)	G
					Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)		Balance to Finish (F)
Subtotal from Previous Page											
21	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM		2495.0	\$ 10.79	\$ 26,921.05	-	\$	\$0.00	\$	0%	\$ 373,583.66
22	HOT MIX ASPHALT, ST. 9.5MM		208.0	\$ 167.85	\$ 34,912.80	-	\$	\$0.00	\$	0%	\$ 26,921.05
23	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)		57.0	\$ 59.95	\$ 3,417.15	-	\$	\$0.00	\$	0%	\$ 34,912.80
24	REMOVAL OF CROSS DRAINS (ALL TYPES AND SIZES)		16.0	\$ 11.99	\$ 191.84	-	\$	\$0.00	\$	0%	\$ 3,417.15
25	30" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS		16.0	\$ 95.92	\$ 1,534.72	-	\$	\$0.00	\$	0%	\$ 191.84
26	CLASS "B" CONCRETE, MINOR STRUCTURES		5.0	\$ 2,353.82	\$ 11,769.10	-	\$	\$0.00	\$	0%	\$ 1,534.72
27	GRASSING		1.0	\$ 3,896.56	\$ 3,896.56	-	\$	\$0.00	\$	0%	\$ 11,769.10
28	EROSION CONTROL		1.0	\$ 6,594.17	\$ 6,594.17	-	\$	\$0.00	\$	0%	\$ 3,896.56
29	MOBILIZATION		1.0	\$ 44,960.26	\$ 44,960.26	-	\$	\$0.00	\$	0%	\$ 6,594.17
30	MAINTENANCE OF TRAFFIC		1.0	\$ 29,973.50	\$ 29,973.50	-	\$	\$0.00	\$	0%	\$ 44,960.26
0	SITE 2-CORRINE STREET, EMERALD LANE & DUKE AVENUE										\$ 29,973.50
1	8" SDR 26 PVC SEWER PIPE (6'-8')		243.0	\$ 24.45	\$ 5,943.78	-	\$	\$0.00	\$	0%	\$ 5,943.78
2	8" SDR 26 PVC SEWER PIPE (8'-10')		635.0	\$ 26.55	\$ 16,865.60	-	\$	\$0.00	\$	0%	\$ 16,865.60
3	8" SDR 26 PVC SEWER PIPE (10'-12')		125.0	\$ 28.95	\$ 3,618.75	-	\$	\$0.00	\$	0%	\$ 3,618.75
4	8" SDR 26 PVC SEWER PIPE (12'-14')		137.0	\$ 31.35	\$ 4,294.95	-	\$	\$0.00	\$	0%	\$ 4,294.95
5	8" SDR 26 PVC SEWER PIPE (14'-16')		102.0	\$ 36.15	\$ 3,687.30	-	\$	\$0.00	\$	0%	\$ 3,687.30
6	8" SDR 26 PVC SEWER PIPE (16'-18')		187.0	\$ 40.94	\$ 7,655.78	-	\$	\$0.00	\$	0%	\$ 7,655.78
7	8" SDR 11 HDPE SEWER SERVICE BORE		275.0	\$ 59.47	\$ 16,354.25	-	\$	\$0.00	\$	0%	\$ 16,354.25
8	15" SDR 26 PVC SEWER PIPE (6'-8')		733.0	\$ 38.50	\$ 28,220.50	-	\$	\$0.00	\$	0%	\$ 28,220.50
9	15" SDR 26 PVC SEWER PIPE (8'-10')		336.0	\$ 43.29	\$ 14,545.44	200	8,658.00	\$0.00	\$	60%	\$ 5,887.44
10	15" SDR 26 PVC SEWER PIPE (10'-12')		225.0	\$ 48.09	\$ 10,820.25	98	4,712.82	\$0.00	\$	44%	\$ 6,107.43
11	24" STEEL CASING (BORED)		60.0	\$ 213.46	\$ 12,807.60	-	\$	\$0.00	\$	0%	\$ 12,807.60
0	MANHOLE ITEMS										
12	48" PRECAST CONCRETE SEWER MANHOLE (8'-10')		3.0	\$ 3,179.29	\$ 9,537.87	-	\$	\$0.00	\$	0%	\$ 9,537.87
13	48" PRECAST CONCRETE SEWER MANHOLE (12'-14')		1.0	\$ 3,663.36	\$ 3,663.36	-	\$	\$0.00	\$	0%	\$ 3,663.36
TOTALS					\$ 675,770.24		\$ 13,370.82	\$0.00	\$ 13,370.82		\$ 662,399.42

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 PHASE 5			Application Number: 1			0-Jan-00		
Application Period:		11/13/2017	TO	11/25/2017	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)
Subtotal from Previous Page										
14	48" PRECAST CONCRETE SEWER MANHOLE (14'-16')	1.0	\$ 4,675.87	\$ 675,770.24	-	\$ 13,370.82	\$0.00	\$ 13,370.82	0%	\$ 662,399.42
15	60" PRECAST CONCRETE SEWER MANHOLE (6'-8")	3.0	\$ 4,615.92	\$ 13,847.76	-	-	\$0.00	\$ -	0%	\$ 4,675.87
16	60" PRECAST CONCRETE SEWER MANHOLE (10'-12")	2.0	\$ 4,991.79	\$ 9,983.58	2	9,983.58	\$0.00	\$ 9,983.58	100%	\$ 13,847.76
17	DROP MANHOLE ASSEMBLY (ALL DEPTHS)	3.0	\$ 869.23	\$ 2,607.69	-	-	\$0.00	\$ -	0%	\$ -
18	DEMOLITION AND REMOVAL OF EXISTING SEWER MANHOLE	8.0	\$ 1,498.68	\$ 11,989.44	-	-	\$0.00	\$ -	0%	\$ 2,607.69
0	SEWER SERVICE ITEMS									\$ 11,989.44
19	6" SDR 26 PVC SEWER PIPE FOR SERVICES (ALL DEPTHS)	270.0	\$ 10.56	\$ 2,851.20	17	179.52	\$0.00	\$ 179.52	6%	\$ 2,671.68
20	8" X 8" X 6" PVC TEE	3.0	\$ 323.75	\$ 971.25	-	-	\$0.00	\$ -	0%	\$ 971.25
21	SERVICE CONNECTION (INSERT A TEE)	6.0	\$ 585.08	\$ 3,510.48	1	585.08	\$0.00	\$ 585.08	17%	\$ 2,925.40
22	6" PVC CLEANOUT	9.0	\$ 370.47	\$ 3,334.23	1	370.47	\$0.00	\$ 370.47	11%	\$ 2,963.76
0	MISCELLANEOUS CONSTRUCTION ITEMS									
23	WATER SERVICE REPAIR (INCLUDING SERVICE TUBING, FITTING	8.0	\$ 669.01	\$ 5,352.08	-	-	\$0.00	\$ -	0%	\$ 5,352.08
24	CRUSHED AGGREGATE (SIZE 825)	1387.0	\$ 44.96	\$ 62,359.52	111	5,008.09	\$0.00	\$ 5,008.09	8%	\$ 57,351.43
25	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	8090.0	\$ 11.39	\$ 92,145.10	-	-	\$0.00	\$ -	0%	\$ 92,145.10
26	HOT MIX ASPHALT, ST, 9.5MM	530.0	\$ 167.85	\$ 88,960.50	-	-	\$0.00	\$ -	0%	\$ 88,960.50
27	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)	25.0	\$ 59.95	\$ 1,498.75	-	-	\$0.00	\$ -	0%	\$ 1,498.75
28	REMOVAL OF CROSS DRAINS (ALL TYPES AND SIZES)	180.0	\$ 11.99	\$ 2,158.20	-	-	\$0.00	\$ -	0%	\$ 2,158.20
29	12" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	24.0	\$ 39.57	\$ 949.68	-	-	\$0.00	\$ -	0%	\$ 949.68
30	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	64.0	\$ 43.15	\$ 2,762.24	40	1,726.40	\$0.00	\$ 1,726.40	63%	\$ 1,035.84
31	21" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	40.0	\$ 52.75	\$ 2,110.00	-	-	\$0.00	\$ -	0%	\$ 2,110.00
32	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	48.0	\$ 70.74	\$ 3,395.52	-	-	\$0.00	\$ -	0%	\$ 3,395.52
33	CLASS "B" CONCRETE, MINOR STRUCTURES	1.0	\$ 2,381.10	\$ 2,381.10	-	-	\$0.00	\$ -	0%	\$ 2,381.10
34	GRASSING	1.0	\$ 3,896.56	\$ 3,896.56	-	-	\$0.00	\$ -	0%	\$ 3,896.56
35	EROSION CONTROL	1.0	\$ 7,793.11	\$ 7,793.11	-	-	\$0.00	\$ -	0%	\$ 7,793.11
36	MOBILIZATION	1.0	\$ 41,962.90	\$ 41,962.90	1	20,981.45	\$0.00	\$ 20,981.45	50%	\$ 20,981.45
TOTALS				\$ 1,047,267.00		\$ 52,205.41	\$0.00	\$ 52,205.41		\$ 995,061.59

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.

Contractor's Application

Page 5 of 9

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
0	SITE 1-DOGWOOD DRIVE											0
1	4" 150 PSI PVC SANITARY SEWER FORCE MAIN (ALL DEPTHS)											0
2	8" SDR 26 PVC SEWER PIPE (0-6')											0
3	8" SDR 26 PVC SEWER PIPE (6'-8')											0
4	8" SDR 26 PVC SEWER PIPE (8'-10')											0
5	8" SDR 26 PVC SEWER PIPE (10'-12')											0
6	8" SDR 26 PVC SEWER PIPE (12'-14')											0
7	AIR RELEASE AND VACUUM VALVE ASSEMBLY (INCLUDING PRECAST CONCRETE MANHOLE)											0
0	MANHOLE ITEMS											0
8	48" PRECAST CONCRETE SEWER MANHOLE (0-6')											0
9	48" PRECAST CONCRETE SEWER MANHOLE (6'-8')											0
10	48" PRECAST CONCRETE SEWER MANHOLE (8'-10')											0
11	48" PRECAST CONCRETE SEWER MANHOLE (10'-12')											0
12	48" PRECAST CONCRETE SEWER MANHOLE (12'-14')											0
0	SEWER SERVICE ITEMS											0
13	6" SDR 26 PVC SEWER PIPE FOR SERVICES (ALL DEPTHS)											0
14	8" X 8" X 6" PVC TEE											0
15	6" PVC CLEANOUT											0
0	LIFT STATION ITEMS											0
16	LIFT STATION INCL CLEARING AND GRUBBING, BORROW MATERIAL, CRUSHED AGGREGATE, CONCRETE WET WELL, PUMPS, ELECTRICAL, DISCONNECT, VALVE PIT, GAUGES, SERVICE POLE, METER BOX, LIFTING CHAIN OR CABLE, GUIDE RAIL ASSEMBLY, CH											0
0	MISCELLANEOUS CONSTRUCTION ITEMS											0
17	ABANDONMENT OF SEPTIC TANKS											0
18	DROP MANHOLE ASSEMBLY (ALL DEPTHS)											0
19	WATER SERVICE REPAIR (INCLUDING SERVICE TUBING, FITTINGS, CORP STOP, CURB STOP, TAPPING SADDLE, ETC.)											0
20	CRUSHED AGGREGATE (SIZE 825)											0

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
21	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM											0
22	HOT MIX ASPHALT, ST. 9.5MM											0
23	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)											0
24	REMOVAL OF CROSS DRAINS (ALL TYPES AND SIZES)											0
25	30" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS											0
26	CLASS "B" CONCRETE, MINOR STRUCTURES											0
27	GRASSING											0
28	EROSION CONTROL											0
29	MOBILIZATION											0
30	MAINTENANCE OF TRAFFIC											0
0	SITE 2-CORRINE STREET, EMERALD LANE & DUKE AVENUE											0
1	8" SDR 26 PVC SEWER PIPE (6'-8')											0
2	8" SDR 26 PVC SEWER PIPE (8'-10')											0
3	8" SDR 26 PVC SEWER PIPE (10'-12')											0
4	8" SDR 26 PVC SEWER PIPE (12'-14')											0
5	8" SDR 26 PVC SEWER PIPE (14'-16')											0
6	8" SDR 26 PVC SEWER PIPE (16'-18')											0
7	8" SDR 11 HDPE SEWER SERVICE BORE											0
8	15" SDR 26 PVC SEWER PIPE (6'-8')											0
9	15" SDR 26 PVC SEWER PIPE (8'-10')	200										200
10	15" SDR 26 PVC SEWER PIPE (10'-12')	98										98
11	24" STEEL CASING (BORED)											0
0	MANHOLE ITEMS											0
12	48" PRECAST CONCRETE SEWER MANHOLE (8'-10')											0
13	48" PRECAST CONCRETE SEWER MANHOLE (12'-14')											0

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
14	48" PRECAST CONCRETE SEWER MANHOLE (14'-16')											0
15	60" PRECAST CONCRETE SEWER MANHOLE (6'-8')											0
16	60" PRECAST CONCRETE SEWER MANHOLE (10'-12')	2										2
17	DROP MANHOLE ASSEMBLY (ALL DEPTHS)											0
18	DEMOLITION AND REMOVAL OF EXISTING SEWER MANHOLE											0
0	SEWER SERVICE ITEMS											0
19	6" SDR 26 PVC SEWER PIPE FOR SERVICES (ALL DEPTHS)	17										17
20	8" X 8" X 6" PVC TEE											0
21	SERVICE CONNECTION (INSERT A TEE)	1										1
22	6" PVC CLEANOUT	1										1
0	MISCELLANEOUS CONSTRUCTION ITEMS											0
23	WATER SERVICE REPAIR (INCLUDING SERVICE TUBING, FITTINGS, CORP STOP, CURB STOP, TAPPING SADDLE, ETC.)											0
24	CRUSHED AGGREGATE (SIZE 825)	111.39										111.39
25	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM											0
26	HOT MIX ASPHALT, ST, 9.5MM											0
27	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)											0
28	REMOVAL OF CROSS DRAINS (ALL TYPES AND SIZES)											0
29	12" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS											0
30	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS											0
31	21" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	40										40
32	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS											0
33	CLASS "B" CONCRETE, MINOR STRUCTURES											0
34	GRASSING											0
35	EROSION CONTROL											0
36	MOBILIZATION	0.5										0.5

Monthly Totals

[illegible]



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

November 29, 2017
Project No: 1273-S011
Invoice No: 19980

Project Manager John Weeks

Project 1273-S011 ComSWIP Sewer Phase X - Quinn St. Area

Professional Services from October 22, 2017 to November 30, 2017

Professional Personnel

	Hours	Rate	Amount	
CADD TECHNICIAN I				
Simmons, Skyler	21.00	90.00	1,890.00	
Sullivan, Richard	1.00	105.00	105.00	
PROJECT ENGINEER				
McNease, Shea	1.00	175.00	175.00	
Weeks, John	21.00	175.00	3,675.00	
Totals	44.00		5,845.00	
Total Labor				5,845.00
		Total this Invoice		\$5,845.00

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

093695.7220.72

MB 2011-4/89-110

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

LR



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

November 29, 2017
Project No: 1273-W015
Invoice No: 19979

Project Manager John Weeks
Project 1273-W015 Water Plant #1 Rehabilitation

Professional Services from October 22, 2017 to November 30, 2017

Phase AS Additional Services

Consultants

DOLEAC ELECTRIC COMPANY, INC	2,252.17		
Utility Service Co., Inc.	5,000.00		
Total Consultants	1.0 times	7,252.17	7,252.17
	Total this Phase		\$7,252.17

Phase DD Design Phase Services

Professional Personnel

	Hours	Rate	Amount	
Connolly, Nicholas	2.00	175.00	350.00	
CADD TECHNICIAN I				
Simmons, Skyler	1.00	90.00	90.00	
Totals	3.00		440.00	
Total Labor				440.00
		Total this Phase		\$440.00
		Total this Invoice		\$7,692.17

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

093695. 7295.70

MB 2017-81

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

LR



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

November 29, 2017
Project No: 1273-S010
Invoice No: 19977

Project Manager John Weeks

Project 1273-S010 ComSWIP Sewer Phase VIII - Camp St. Area

Professional Services from October 22, 2017 to November 30, 2017

Professional Personnel

	Hours	Rate	Amount	
CADD TECHNICIAN I				
Simmons, Skyler	32.00	90.00	2,880.00	
Sullivan, Richard	28.50	105.00	2,992.50	
FIELD CREW				
Crew, Field	7.00	175.00	1,225.00	
PROJECT ENGINEER				
McNease, Shea	1.00	175.00	175.00	
Weeks, John	41.00	175.00	7,175.00	
Totals	109.50		14,447.50	
Total Labor				14,447.50
		Total this Invoice		\$14,447.50

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

093695. 7220.70

MB 2011-4/89-110

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

LR



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

November 30, 2017
Project No: 1273-W013.001
Invoice No: 19992

Project Manager Kyle Wallace
Project 1273-W013.001 COMSWIP Water Phase V - I59 Crossing - Construction Phase

Professional Services from October 22, 2017 to November 30, 2017

Phase CM Construction Management

Professional Personnel

	Hours	Rate	Amount	
CADD TECHNICIAN I				
Sullivan, Richard	.50	105.00	52.50	
SR. RESIDENT PROJECT REPRESENTATIVE				
Jackson, Terry	90.00	85.00	7,650.00	
PROJECT ENGINEER				
Sellers, Bennie	14.50	150.00	2,175.00	
Wallace, Kyle	29.00	175.00	5,075.00	
Totals	134.00		14,952.50	
Total Labor				14,952.50
		Total this Phase		\$14,952.50
		Total this Invoice		\$14,952.50

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

093695.7245.62
MB 2011-4/89-110



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

November 30, 2017
Project No: 1273-S012
Invoice No: 19991

Project Manager Kyle Wallace

Project 1273-S012 COMSWIP Sewer Improv. Phase XII

Professional Services from October 22, 2017 to November 30, 2017

Professional Personnel

	Hours	Rate	Amount	
CADD TECHNICIAN I				
Sullivan, Richard	11.00	105.00	1,155.00	
PROJECT ENGINEER				
Wallace, Kyle	4.50	175.00	787.50	
Totals	15.50		1,942.50	
Total Labor				1,942.50
		Total this Invoice		\$1,942.50

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

093695.7220.51
MB 2011-4/89-110

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

LR



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

November 30, 2017
Project No: 1273-S005
Invoice No: 19989

Project Manager Kyle Wallace
Project 1273-S005 ComSWIP Sewer Phase V

Professional Services from October 22, 2017 to November 30, 2017

Phase CM Phase V - Construction Phase Services

Professional Personnel

	Hours	Rate	Amount	
AUTO CAD TECHNICIAN				
Sullivan, Richard	4.50	105.00	472.50	
AUTO CAD TECHNICIAN				
Trahan, Beau	1.00	90.00	90.00	
CONSTRUCTION OBSERVER				
Jackson, Terry	34.00	85.00	2,890.00	
ENGINEERING INTERN				
Thomas, Louis	5.50	105.00	577.50	
PROJECT ENGINEER				
Sellers, Bennie	6.50	150.00	975.00	
Wallace, Kyle	15.00	175.00	2,625.00	
Totals	66.50		7,630.00	
Total Labor				7,630.00
		Total this Phase		\$7,630.00
		Total this Invoice		\$7,630.00

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

093695. 7220.54
MB 2012-1/413

LR

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

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. 13 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 George 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. 13 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. 13 from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$102,104.81** 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. 13 from the Project Fund Construction Account under the Loan in the total aggregate amount of **One Hundred Two Thousand One Hundred Four and 81/100 dollars (\$102,104.81)** 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.13 in the total aggregate amount of **One Hundred Two Thousand One Hundred Four and 81/100 dollars (\$102,104.81)** 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 George seconded by Council Member Brown, and was adopted by the following vote, to wit:

YEAS: George
Carroll
Brown

NAYS: None

ABSENT:

ABSTAIN: Delgado

RECUSE: Dryden

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 **2nd day of January, 2018.**

(SEAL)

ATTEST:

ADOPTED:


CLERK OF COUNCIL


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **2nd day of January, 2018.**

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.: 13

DATE OF REQUISITION: 1/2/2018

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	93695.7220.54	\$ 49,595.14	Pay App 1	Sewer Phase V Period: 11/13/17 - 11/25/17 MB: 2017-403
2	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.72	\$ 5,845.00	19980	Sewer Phase X - Quinn St. Area Period: 10/22/17 - 11/30/17 MB 2011-4/89-110 SDW #1273-S011
3	Pittman Law Firm P O Drawer 17138 Hattiesburg, MS 39404-8138	093695.7295.70	\$ 7,692.17	19979	Water Plant #1 Rehabilitation Period: 10/22/17 - 11/30/17 MB 2017-81 SDW #1273-W015
4	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.70	\$ 14,447.50	19977	Sewer Improvements Ph VIII - Camp St. Area Period: 10/22/17 - 11/30/17 MB 2011-4/89-110 SDW #1273-S010
5	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7245.62	\$ 14,952.50	19992	Water Ph V Period: 10/22/17 - 11/30/17 MB 2011-4/89-110 SDW # 1273-W013

6	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.51	\$	1,942.50	19991	Sewer Improvements Phase XII Period: 10/22/17 - 11/30/17 MB 2011-4/89-110 SDW #1273-S012
7	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.54	\$	7,630.00	19989	Sewer Phase V Period: 10/22/17 - 11/30/17 MB 2011-4/89-110 SDW Project# 1273-S005

\$	102,104.81
----	------------



Engineering Progress

December 20, 2017

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

Attn: Lamar Rutland, P.E.

**RE: Comprehensive Sewer Improvements Ph V -
City of Hattiesburg**

Dear Mr. Rutland:

Enclosed please find pay estimate no. 1 for the above referenced project.

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

Sincerely,

Kyle D. Wallace, P.E.
Project Engineer

/aa

cc: C.B. Developers, SDW files

093695. 7220.54
MB 2017-403

RECEIVED
12/20/17

Progress Estimate

Contractor's Application

For (contract):		Application Number:		I		0-Jan-00	
Application Period:		Application Date:					
11/13/2017 TO 11/25/2017							
Pay Item	A	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)	Balance to Finish (F)
0	SITE 1-DOGWOOD DRIVE						
1	4" 160 PSI PVC SANITARY SEWER FORCE MAIN (ALL DEPTHS)	1000.0 \$			\$0.00	\$	\$ 7,840.00
2	8" SDR 26 PVC SEWER PIPE (0'-6')	1098.0 \$			\$0.00	\$	\$ 26,527.68
3	8" SDR 26 PVC SEWER PIPE (6'-8')	601.0 \$			\$0.00	\$	\$ 15,962.56
4	8" SDR 26 PVC SEWER PIPE (8'-10')	123.0 \$			\$0.00	\$	\$ 4,741.65
5	8" SDR 26 PVC SEWER PIPE (10'-12')	101.0 \$			\$0.00	\$	\$ 4,377.34
6	8" SDR 26 PVC SEWER PIPE (12'-14')	135.0 \$			\$0.00	\$	\$ 6,498.90
7	AIR RELEASE AND VACUUM VALVE ASSEMBLY (INCLUDING PR	1.0 \$			\$0.00	\$	\$ 4,189.24
8	MANHOLE ITEMS						
9	48" PRECAST CONCRETE SEWER MANHOLE (0'-6')	3.0 \$			\$0.00	\$	\$ 8,069.46
10	48" PRECAST CONCRETE SEWER MANHOLE (6'-8')	8.0 \$			\$0.00	\$	\$ 25,414.24
11	48" PRECAST CONCRETE SEWER MANHOLE (8'-10')	1.0 \$			\$0.00	\$	\$ 3,658.87
12	48" PRECAST CONCRETE SEWER MANHOLE (10'-12')	1.0 \$			\$0.00	\$	\$ 4,190.30
13	48" PRECAST CONCRETE SEWER MANHOLE (12'-14')	1.0 \$			\$0.00	\$	\$ 4,382.73
14	SEWER SERVICE ITEMS						
15	6" SDR 26 PVC SEWER PIPE FOR SERVICES (ALL DEPTHS)	942.0 \$			\$0.00	\$	\$ 9,985.20
16	8" X 8" X 6" PVC TEE	8.0 \$			\$0.00	\$	\$ 2,590.00
17	6" PVC CLEANOUT	8.0 \$			\$0.00	\$	\$ 2,877.92
18	LIFT STATION ITEMS						
19	LIFT STATION INCL CLEARING AND GRUBBING, BORROW MAT	1.0 \$			\$0.00	\$	\$ 207,236.80
20	MISCELLANEOUS CONSTRUCTION ITEMS						
21	ABANDONMENT OF SEPTIC TANKS	7.0 \$			\$0.00	\$	\$ 2,517.76
22	DROP MANHOLE ASSEMBLY (ALL DEPTHS)	3.0 \$			\$0.00	\$	\$ 2,607.69
23	WATER SERVICE REPAIR (INCLUDING SERVICE TUBING, FITTING	4.0 \$			\$0.00	\$	\$ 2,399.80
24	CRUSHED AGGREGATE (SIZE 825)	612.0 \$			\$0.00	\$	\$ 27,515.52
TOTALS		\$ 373,583.66		\$	\$0.00	\$	\$ 373,583.66

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 PHASE 5				Application Number: 1			
Application Period:				11/13/2017 TO 11/25/2017		Application Date: 0-Jan-00					
Pay Item	A	B	C	D	E	F	%	G			
	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)			
21	Subtotal from Previous Page SELECT FILL MATERIAL (CLASS 9, GROUP C, LVM HOT MIX ASPHALT, ST, 9.5MM CONCRETE PAVEMENT REPAIR (ALL DEPTHS) REMOVAL OF CROSS DRAINS (ALL TYPES AND SIZES) 30" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS CLASS "B" CONCRETE, MINOR STRUCTURES GRASSING EROSION CONTROL MOBILIZATION MAINTENANCE OF TRAFFIC SITE 2-CORRINE STREET, EMERALD LANE & DUKE AVENUE	2495.0	\$ 10.79	\$ 373,583.66	-	\$ -	\$0.00	\$ -			
22		208.0	\$ 167.85	\$ 26,921.05	-	\$ -	\$0.00	\$ -			
23		57.0	\$ 59.95	\$ 3,417.15	-	\$ -	\$0.00	\$ -			
24		16.0	\$ 11.99	\$ 191.84	-	\$ -	\$0.00	\$ -			
25		16.0	\$ 95.92	\$ 1,534.72	-	\$ -	\$0.00	\$ -			
26		5.0	\$ 2,353.82	\$ 11,769.10	-	\$ -	\$0.00	\$ -			
27		1.0	\$ 3,896.56	\$ 3,896.56	-	\$ -	\$0.00	\$ -			
28		1.0	\$ 6,594.17	\$ 6,594.17	-	\$ -	\$0.00	\$ -			
29		1.0	\$ 44,960.26	\$ 44,960.26	-	\$ -	\$0.00	\$ -			
30		1.0	\$ 29,973.50	\$ 29,973.50	-	\$ -	\$0.00	\$ -			
0											
1		8" SDR 26 PVC SEWER PIPE (6'-8')	243.0	\$ 24.45	\$ 5,943.78	-	\$ -	\$0.00	\$ -		
2		8" SDR 26 PVC SEWER PIPE (8'-10')	635.0	\$ 26.56	\$ 16,865.60	-	\$ -	\$0.00	\$ -		
3	8" SDR 26 PVC SEWER PIPE (10'-12')	125.0	\$ 28.95	\$ 3,618.75	-	\$ -	\$0.00	\$ -			
4	8" SDR 26 PVC SEWER PIPE (12'-14')	137.0	\$ 31.35	\$ 4,294.95	-	\$ -	\$0.00	\$ -			
5	8" SDR 26 PVC SEWER PIPE (14'-16')	102.0	\$ 36.15	\$ 3,687.30	-	\$ -	\$0.00	\$ -			
6	8" SDR 26 PVC SEWER PIPE (16'-18')	187.0	\$ 40.94	\$ 7,655.78	-	\$ -	\$0.00	\$ -			
7	8" SDR 11 HDPE SEWER SERVICE BORE	275.0	\$ 59.47	\$ 16,354.25	-	\$ -	\$0.00	\$ -			
8	15" SDR 26 PVC SEWER PIPE (6'-8')	733.0	\$ 38.50	\$ 28,220.50	-	\$ -	\$0.00	\$ -			
9	15" SDR 26 PVC SEWER PIPE (8'-10')	336.0	\$ 43.29	\$ 14,545.44	200	8,658.00	\$0.00	\$ 8,658.00			
10	15" SDR 26 PVC SEWER PIPE (10'-12')	225.0	\$ 48.09	\$ 10,820.25	98	4,712.82	\$0.00	\$ 4,712.82			
11	24" STEEL CASING (BORED)	60.0	\$ 213.46	\$ 12,807.60	-	\$ -	\$0.00	\$ -			
0	MANHOLE ITEMS										
12	48" PRECAST CONCRETE SEWER MANHOLE (8'-10')	3.0	\$ 3,179.29	\$ 9,537.87	-	\$ -	\$0.00	\$ -			
13	48" PRECAST CONCRETE SEWER MANHOLE (12'-14')	1.0	\$ 3,663.36	\$ 3,663.36	-	\$ -	\$0.00	\$ -			
TOTALS				\$ 675,770.24		\$ 13,370.82	\$0.00	\$ 13,370.82			
				\$		\$		\$ 662,399.42			

EICDC 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 PHASE 5		Application Number: 1		Application Date: 03-Jan-00							
Application Period: 11/13/2017 TO 11/25/2017											
Pay Item	A Item Description	Bid Quantity	Unit Price	Bid Value	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 (F)	(F)
14	Subtotal from Previous Page										
15	48" PRECAST CONCRETE SEWER MANHOLE (14'-16')	1.0	\$ 4,675.87	\$ 4,675.87	*	\$ 13,370.82	\$ 0.00	\$ 13,370.82	0%	\$ 662,399.42	\$ 662,399.42
16	60" PRECAST CONCRETE SEWER MANHOLE (6'-8')	3.0	\$ 4,615.52	\$ 13,847.76	*		\$ 0.00		0%	\$ 4,675.87	\$ 4,675.87
17	60" PRECAST CONCRETE SEWER MANHOLE (10'-12')	2.0	\$ 4,991.79	\$ 9,983.58	2		\$ 0.00	\$ 9,983.58	100%	\$ 13,847.76	\$ 13,847.76
18	DROP MANHOLE ASSEMBLY (ALL DEPTHS)	3.0	\$ 869.23	\$ 2,607.69	*		\$ 0.00		0%	\$ 2,607.69	\$ 2,607.69
19	DEMOLITION AND REMOVAL OF EXISTING SEWER MANHOLE	8.0	\$ 1,498.68	\$ 11,989.44	*		\$ 0.00		0%	\$ 11,989.44	\$ 11,989.44
20	SEWER SERVICE ITEMS										
21	6" SDR 26 PVC SEWER PIPE FOR SERVICES (ALL DEPTHS)	270.0	\$ 10.56	\$ 2,851.20	17		\$ 0.00	\$ 179.52	6%	\$ 2,671.68	\$ 2,671.68
22	8" X 8" X 6" PVC TEE	3.0	\$ 323.75	\$ 971.25	*		\$ 0.00		0%	\$ 971.25	\$ 971.25
23	SERVICE CONNECTION (INSERT A TEE)	6.0	\$ 585.08	\$ 3,510.48	1		\$ 0.00	\$ 585.08	17%	\$ 2,925.40	\$ 2,925.40
24	6" PVC CLEANOUT	9.0	\$ 370.47	\$ 3,334.23	1		\$ 0.00	\$ 370.47	11%	\$ 2,963.76	\$ 2,963.76
25	MISCELLANEOUS CONSTRUCTION ITEMS										
26	WATER SERVICE REPAIR (INCLUDING SERVICE TUBING, FITTING)	8.0	\$ 669.01	\$ 5,352.08	*		\$ 0.00		0%	\$ 5,352.08	\$ 5,352.08
27	CRUSHED AGGREGATE (SIZE 825)	1387.0	\$ 44.96	\$ 62,359.52	111		\$ 0.00	\$ 5,008.09	8%	\$ 57,351.43	\$ 57,351.43
28	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	8090.0	\$ 11.39	\$ 92,145.10	*		\$ 0.00		0%	\$ 92,145.10	\$ 92,145.10
29	HOT MIX ASPHALT, 5T, 9.5MM	530.0	\$ 167.85	\$ 88,960.50	*		\$ 0.00		0%	\$ 88,960.50	\$ 88,960.50
30	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)	25.0	\$ 59.95	\$ 1,498.75	*		\$ 0.00		0%	\$ 1,498.75	\$ 1,498.75
31	REMOVAL OF CROSS DRAINS (ALL TYPES AND SIZES)	180.0	\$ 11.99	\$ 2,158.20	*		\$ 0.00		0%	\$ 2,158.20	\$ 2,158.20
32	12" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	24.0	\$ 39.57	\$ 949.68	*		\$ 0.00		0%	\$ 949.68	\$ 949.68
33	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	64.0	\$ 43.15	\$ 2,762.24	40		\$ 0.00	\$ 1,726.40	63%	\$ 1,035.84	\$ 1,035.84
34	21" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	40.0	\$ 52.75	\$ 2,110.00	*		\$ 0.00		0%	\$ 2,110.00	\$ 2,110.00
35	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	48.0	\$ 70.74	\$ 3,395.52	*		\$ 0.00		0%	\$ 3,395.52	\$ 3,395.52
36	CLASS "B" CONCRETE, MINOR STRUCTURES	1.0	\$ 2,381.10	\$ 2,381.10	*		\$ 0.00		0%	\$ 2,381.10	\$ 2,381.10
37	GRASSING	1.0	\$ 3,896.56	\$ 3,896.56	*		\$ 0.00		0%	\$ 3,896.56	\$ 3,896.56
38	EROSION CONTROL	1.0	\$ 7,793.11	\$ 7,793.11	*		\$ 0.00		0%	\$ 7,793.11	\$ 7,793.11
39	MOBILIZATION	1.0	\$ 41,962.90	\$ 41,962.90	1		\$ 0.00	\$ 20,981.45	50%	\$ 20,981.45	\$ 20,981.45
	TOTALS			\$ 1,047,267.00		\$ 52,205.41	\$ 0.00	\$ 52,205.41		\$ 995,061.59	\$ 995,061.59

ECDC 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.

Contractor's Application

Page 5 of 9

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
0	SITE 1-DOGWOOD DRIVE											0
1	4" 160 PSI PVC SANITARY SEWER FORCE MAIN (ALL DEPTHS)											0
2	8" SDR 26 PVC SEWER PIPE (0'-6')											0
3	8" SDR 26 PVC SEWER PIPE (6'-8')											0
4	8" SDR 26 PVC SEWER PIPE (8'-10')											0
5	8" SDR 26 PVC SEWER PIPE (10'-12')											0
6	8" SDR 26 PVC SEWER PIPE (12'-14')											0
7	AIR RELEASE AND VACUUM VALVE ASSEMBLY (INCLUDING PRECAST CONCRETE MANHOLE)											0
0	MANHOLE ITEMS											0
8	48" PRECAST CONCRETE SEWER MANHOLE (0'-6')											0
9	48" PRECAST CONCRETE SEWER MANHOLE (6'-8')											0
10	48" PRECAST CONCRETE SEWER MANHOLE (8'-10')											0
11	48" PRECAST CONCRETE SEWER MANHOLE (10'-12')											0
12	48" PRECAST CONCRETE SEWER MANHOLE (12'-14')											0
0	SEWER SERVICE ITEMS											0
13	6" SDR 26 PVC SEWER PIPE FOR SERVICES (ALL DEPTHS)											0
14	6" X 8" X 6" PVC TEE											0
15	6" PVC CLEANOUT											0
0	LIFT STATION ITEMS											0
16	LIFT STATION INCL CLEARING AND GRUBBING, BORROW MATERIAL, CRUSHED AGGREGATE, CONCRETE WET WELL, PUMPS, ELECTRICAL, DISCONNECT, VALVE PIT, GAUGES, SERVICE POLE, METER BOX, LIFTING CHAIN OR CABLE, GUIDE RAIL ASSEMBLY, CH											0
0	MISCELLANEOUS CONSTRUCTION ITEMS											0
17	ABANDONMENT OF SEPTIC TANKS											0
18	DROP MANHOLE ASSEMBLY (ALL DEPTHS)											0
19	WATER SERVICE REPAIR (INCLUDING SERVICE TUBING, FITTINGS, CORP STOP, CURB STOP, TAPPING SADDLE, ETC.)											0
20	CRUSHED AGGREGATE (SIZE #25)											0

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
21	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM											0
22	HOT MIX ASPHALT, ST. 9.5MM											0
23	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)											0
24	REMOVAL OF CROSS DRAINS (ALL TYPES AND SIZES)											0
25	30" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS											0
26	CLASS "B" CONCRETE, MINOR STRUCTURES											0
27	GRASSING											0
28	EROSION CONTROL											0
29	MOBILIZATION											0
30	MAINTENANCE OF TRAFFIC											0
0	SITE 2-CORRINE STREET, EMERALD LANE & DUKE AVENUE											0
1	8" SDR 26 PVC SEWER PIPE (6'-8')											0
2	8" SDR 26 PVC SEWER PIPE (8'-10')											0
3	8" SDR 26 PVC SEWER PIPE (10'-12')											0
4	8" SDR 26 PVC SEWER PIPE (12'-14')											0
5	8" SDR 26 PVC SEWER PIPE (14'-16')											0
6	8" SDR 26 PVC SEWER PIPE (16'-18')											0
7	8" SDR 11 HDPE SEWER SERVICE BORE											0
8	15" SDR 26 PVC SEWER PIPE (6'-8')											0
9	15" SDR 26 PVC SEWER PIPE (8'-10')	200										200
10	15" SDR 26 PVC SEWER PIPE (10'-12')	98										98
11	24" STEEL CASING (BORED)											0
0	MANHOLE ITEMS											0
12	48" PRECAST CONCRETE SEWER MANHOLE (8'-10')											0
13	48" PRECAST CONCRETE SEWER MANHOLE (12'-14')											0

Monthly Totals

	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
14											0
15											0
16											2
17											0
18											0
0											0
19											0
20											17
21											0
22											1
0											1
23											0
24											111.39
25											0
26											0
27											0
28											0
29											0
30											40
31											0
32											0
33											0
34											0
35											0
36											0.5

Monthly Totals

[illegible]



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

November 29, 2017
Project No: 1273-S011
Invoice No: 19980

Project Manager John Weeks

Project 1273-S011 ComSWIP Sewer Phase X - Quinn St. Area

Professional Services from October 22, 2017 to November 30, 2017

Professional Personnel

	Hours	Rate	Amount
CADD TECHNICIAN I			
Simmons, Skyler	21.00	90.00	1,890.00
Sullivan, Richard	1.00	105.00	105.00
PROJECT ENGINEER			
McNease, Shea	1.00	175.00	175.00
Weeks, John	21.00	175.00	3,675.00
Totals	44.00		5,845.00
Total Labor			5,845.00
		Total this Invoice	\$5,845.00

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

093695.7220.72
MB 2011-4/89-110

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

November 29, 2017
Project No: 1273-W015
Invoice No: 19979

Project Manager John Weeks
Project 1273-W015 Water Plant #1 Rehabilitation

Professional Services from October 22, 2017 to November 30, 2017

Phase AS Additional Services

Consultants

DOLEAC ELECTRIC COMPANY, INC		2,252.17	
Utility Service Co., Inc.		5,000.00	
Total Consultants	1.0 times	7,252.17	7,252.17
	Total this Phase		\$7,252.17

Phase DD Design Phase Services

Professional Personnel

	Hours	Rate	Amount	
Connolly, Nicholas	2.00	175.00	350.00	
CADD TECHNICIAN I				
Simmons, Skyler	1.00	90.00	90.00	
Totals	3.00		440.00	
Total Labor				440.00
		Total this Phase		\$440.00
		Total this Invoice		\$7,692.17

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

093695.7295.70

MB 2017-81

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

November 29, 2017
Project No: 1273-S010
Invoice No: 19977

Project Manager John Weeks

Project 1273-S010 ComSWIP Sewer Phase VIII - Camp St. Area

Professional Services from October 22, 2017 to November 30, 2017

Professional Personnel

	Hours	Rate	Amount	
CADD TECHNICIAN I				
Simmons, Skyler	32.00	90.00	2,880.00	
Sullivan, Richard	28.50	105.00	2,992.50	
FIELD CREW				
Crew, Field	7.00	175.00	1,225.00	
PROJECT ENGINEER				
McNease, Shea	1.00	175.00	175.00	
Weeks, John	41.00	175.00	7,175.00	
Totals	109.50		14,447.50	
Total Labor				14,447.50
		Total this Invoice		\$14,447.50

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

093695.7220.70

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

November 30, 2017
Project No: 1273-W013.001
Invoice No: 19992

Project Manager Kyle Wallace

Project 1273-W013.001 COMSWIP Water Phase V - I59 Crossing - Construction Phase

Professional Services from October 22, 2017 to November 30, 2017

Phase CM Construction Management

Professional Personnel

	Hours	Rate	Amount	
CADD TECHNICIAN I				
Sullivan, Richard	.50	105.00	52.50	
SR. RESIDENT PROJECT REPRESENTATIVE				
Jackson, Terry	90.00	85.00	7,650.00	
PROJECT ENGINEER				
Sellers, Bennie	14.50	150.00	2,175.00	
Wallace, Kyle	29.00	175.00	5,075.00	
Totals	134.00		14,952.50	
Total Labor				14,952.50
		Total this Phase		\$14,952.50
		Total this Invoice		\$14,952.50

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

093695.7245.62
MB 2011-4/89-110



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

November 30, 2017
Project No: 1273-S012
Invoice No: 19991

Project Manager Kyle Wallace

Project 1273-S012 COMSWIP Sewer Improv. Phase XII

Professional Services from October 22, 2017 to November 30, 2017

Professional Personnel

	Hours	Rate	Amount	
CADD TECHNICIAN I				
Sullivan, Richard	11.00	105.00	1,155.00	
PROJECT ENGINEER				
Wallace, Kyle	4.50	175.00	787.50	
Totals	15.50		1,942.50	
Total Labor				1,942.50
		Total this Invoice		\$1,942.50

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

093695.7220.51
MB 2011-4/89-110

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

November 30, 2017
Project No: 1273-S005
Invoice No: 19989

Project Manager Kyle Wallace

Project 1273-S005 ComSWIP Sewer Phase V

Professional Services from October 22, 2017 to November 30, 2017

Phase CM Phase V - Construction Phase Services

Professional Personnel

	Hours	Rate	Amount	
AUTO CAD TECHNICIAN				
Sullivan, Richard	4.50	105.00	472.50	
AUTO CAD TECHNICIAN				
Trahan, Beau	1.00	90.00	90.00	
CONSTRUCTION OBSERVER				
Jackson, Terry	34.00	85.00	2,890.00	
ENGINEERING INTERN				
Thomas, Louis	5.50	105.00	577.50	
PROJECT ENGINEER				
Sellers, Bennie	6.50	150.00	975.00	
Wallace, Kyle	15.00	175.00	2,625.00	
Totals	66.50		7,630.00	
Total Labor				7,630.00
		Total this Phase		\$7,630.00
		Total this Invoice		\$7,630.00

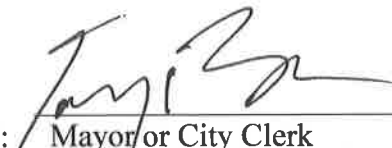
Please make checks payable to Shows, Dearman and Waits, Inc. Thank you.

093695.7220.54
MB 2012-1/413

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: 2018-102

File ID: 2018-102

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 12/29/2017

Brief Title: Appointment of Jerome Brown to the Civil Service Commission.

Final Action: 01/02/2018

Minute Book Number: MB2018-4

Title:

Ratify and confirm the Mayor's appointment of Jerome Brown(W1), to the civil Service Commission, for a term beginning 1-2-2018 and ending 1/1/2023.

Notes:

Agenda Date:

Indexes:

Agenda Number: VI.-8

Sponsors:

Enactment Date:

Attachments: Brown-Data Sheet

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	01/02/2018	Ratify and Confirm				Pass
Action Text: A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Ratify and confirm the Mayor's appointment of Jerome Brown (W1) to the civil Service Commission for a term beginning 1-2-2018 and ending 1/1/2023.							
Council President Carroll thanked Mr. Brown for his willingness to serve.							
Following 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 2018-102

Title

Ratify and confirm the Mayor's appointment of Jerome Brown(W1), to the civil Service Commission, for a term beginning 1-2-2018 and ending 1/1/2023.

Summary

Appointment of Jerome Brown to the Civil Service Commission.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION: Civil Service Commission

TERM OF OFFICE: 6 years PERIOD: _____ REPLACES: _____

John Duncan

TERM EXPIRED: _____ OR RESIGNED: _____ Letter attached _____

DOES THIS POSITION REQUIRE A PUBLIC OFFICIAL'S BOND? YES ___ NO ___

NAME OF PROPOSED APPOINTEE: Jerome Brown

PLEASE GIVE FULL NAME, IF NICKNAME IS USED, PLEASE PUT IN PARENTHESIS ()

ADDRESS: 95 Everglades HOME

PHONE NUMBER: _____ WARD: 1

PLACE OF EMPLOYMENT: _____

EMPLOYMENT ADDRESS: _____

EMPLOYMENT PHONE NO.: _____ POSITION: _____

PERSON CONTACTED BY: Mayor Barker DATE: _____

TO BE CONTACTED BY: _____ DATE CONTACTED: _____

AGREED TO SERVE: X DECLINED: _____



City of Hattiesburg, MS

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

Master

File Number: 2018-115

File ID: 2018-115

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 12/29/2017

Brief Title: Re-appointment of Mitzi Jo Russell to the Civil Service Commission.

Final Action: 01/02/2018

Minute Book Number: MB2018-4

Title:

Ratify and confirm the Mayor's re-appointment of Mitzi Jo Russell (W3), to the Civil Service Commission, for a term beginning 1-2-2018 and ending 1-1-2023.

Notes:

Agenda Date: 01/02/2018

Indexes:

Agenda Number: VI.-9

Sponsors:

Enactment Date:

Attachments: Russell Data Sheet

Enactment Number:

Contact:

Meeting Date: 01/02/2018

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/02/2018	Ratify and Confirm				Pass
Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Ratify and confirm the Mayor's re-appointment of Mitzi Jo Russell (W4) to the Civil Service Commission for a term beginning 1-2-2018 and ending 1-1-2023.							
Council President Carroll thanked Ms. Russell for her willingness to serve.							
Following 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 2018-115

Title

Ratify and confirm the Mayor's re-appointment of Mitzi Jo Russell (W3), to the Civil Service Commission, for a term beginning 1-2-2018 and ending 1-1-2023.

Summary

Re-appointment of Mitzi Jo Russell to the Civil Service Commission.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION: Civil Service Commission

TERM OF OFFICE: 6 years PERIOD: _____ REPLACES: _____

TERM EXPIRED: _____ OR RESIGNED: _____ Letter attached _____

DOES THIS POSITION REQUIRE A PUBLIC OFFICIAL'S BOND? YES ___ NO ___

NAME OF PROPOSED APPOINTEE: Mitzi Jo Russell

PLEASE GIVE FULL NAME, IF NICKNAME IS USED, PLEASE PUT IN PARENTHESIS ()

ADDRESS: 509 Court Street

HOME PHONE NUMBER: _____ WARD: 3

PLACE OF EMPLOYMENT: _____

EMPLOYMENT ADDRESS: _____

EMPLOYMENT PHONE NO.: _____ POSITION: _____

PERSON CONTACTED BY: Mayor Barker DATE: _____

TO BE CONTACTED BY: _____ DATE CONTACTED: _____

AGREED TO SERVE: X DECLINED: _____



City of Hattiesburg, MS

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

Master

File Number: 2018-111

File ID: 2018-111

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 12/28/2017

Brief Title: Authorize submission of the FY19 MOHS Impaired Grant Application.

Final Action:

Minute Book Number: MB2018-6

Title:

Authorize submission of Mississippi Office of Highway Safety Driving Grant Application in the amount of \$68,682 for the Alcohol Impaired Driving Program.

Notes:

Agenda Date: 01/02/2018

Indexes:

Agenda Number: VII.-1

Sponsors:

Enactment Date:

Attachments: MOHS 19 Grant, executed MOHS 19 Grant

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/02/2018					

Text of Legislative File 2018-111

Title

Authorize submission of Mississippi Office of Highway Safety Driving Grant Application in the amount of \$68,682 for the Alcohol Impaired Driving Program.

Summary

Authorize submission of the FY19 MOHS Impaired Grant Application.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

FY19 MOHS IMPAIRED DRIVING GRANT APPLICATION (154/405)

Mississippi Office of Highway Safety
1025 North Park Drive
Ridgeland, MS 39157
Phone: (601)977-3700; Fax: (601)977-3701
mohs@dps.ms.gov

1. Applicant Name: City of Hattiesburg Mailing Address: 300 Klondye Street Hattiesburg MS 39401 Telephone: 601-544-7900 E-Mail grntwt@hattiesburgms.com		2. Date: 12/22/2017	
		3. Beginning and Ending Dates: ____ Full Grant: (October 1, 2018-September 30, 2019)	
		4. Subgrant Payment Method: <u> X </u> Cost Reimbursement Method	
		5. DUNS # - 079448130	
		6. Congressional District- 4	
7. Program Title: Alcohol Countermeasures			
8. The following funds will be proposed for FY19 funding:			
A. COST CATEGORY		B. SOURCE OF FUNDS	
(1) Personal Services-Salary	\$66,504	(1) Federal	\$68,682
(2) Contractual Services		(2) State	
(3) Travel	\$2,178	(3) Local	
(4) Equipment		(4) Other	
(5) Commodities			
TOTAL	\$68,682	TOTAL	\$68,682
9. The applicant agrees to operate the program outlined in this application in accordance with all provisions as included herein. The following sections are attached and incorporated into this application:			
Project Identification Travel Commodities		Proposed Countermeasures Equipment	
All policies, terms, conditions, and provisions in the application provided to applicants, are also incorporated into this agreement, and applicant agrees to fully comply herewith.			
10. Approved Signature of Authorized Official (Mayor/Board of Supervisor President/Commissioner) for Jurisdiction to Apply:		MOHS USE Only:	
Signature _____ Date _____			
Print Name:			
Title:			

Problem Identification:

Location:

This section must be filled out completely for all project applications.

City Name:	City of Hattiesburg
County Name:	Forrest and Lamar
Surrounding Counties:	Jones, Perry, and Stone
Troop District:	J
Number of Officers In Agency:	100
Number of Officers to Work Grant:	1

Number of Square Miles:	54
Number of Population:	47,556
Major Roadways in the Area:	I 59, US HWY 11, US HWY 49, US HWY 98, and MS HWY 42

Problem Identification

Summary:

Please provide a detailed problem identification description for the location that the grant will seek funding, such as high speed areas, college/universities, factories, community events, alcohol related establishments, etc. **Please limit to 350 words for the Problem Identification Summary.**

The City of Hattiesburg has two universities, The University of Southern Mississippi(USM) and William Carey University (WCU). USM has an enrollment of about 17,000 students. The city is impacted by the students and the influx of people who attend home football games. These games have tailgating activities and parties where alcohol is consumed. Fraternities and sororities are a big part of USM which plays a part in the night life in Hattiesburg. Hattiesburg host several events which attract people from the surrounding areas. All of the events mentioned below allow alcohol consumption. Events with estimated attendees are as follows: Que-Delta Week 10,000-15,000, HubFest 15,000, Spring party/USM Pledge week-unknown attendance, Juneteenth-5,000-10,000, Eagle Palooza-5,000, and Mardi Gras Parade -20,000.

Problem Identification

Proposed Target, Performance Measure and Strategies to be achieved during FY19:

See Grant Funding Guidelines for information on correct format and information needed under this section. Must be specific, measureable (include hard numbers from previous year), detailed outline of program activities and projected achievements during grant period.

Alcohol Countermeasures (154 AL) - Alcohol enforcement projects are strictly for alcohol only related activities, programs and projects. Agencies must have a presence of alcohol related fatalities, injuries, crashes and citations in the area of service. The alcohol program is to work within the state to reduce alcohol related DUI fatalities, crashes and injuries through high visibility enforcement, checkpoints, saturation patrols and earned media.

Impaired Driving (405d) - The Impaired Driving program is for enforcement agencies working to reduce alcohol & drug related fatalities on our roadways. Agencies must have a presence of alcohol and drug related fatalities, injuries, crashes and citations in the area of service. Grant funds are to reduce alcohol and drug related fatalities, injuries and crashes through high visibility enforcement, checkpoints, saturation patrols and earned media.

Please use fatality data first, if agency has no fatalities during 2016, please use injury data. If agency does not have injuries, then agency should use data related to crashes.

Target for Enforcement Project-Alcohol Countermeasures (154AL):

The jurisdiction/agency of Hattiesburg will (reduce or maintain) the number of alcohol related fatalities from 1 in 2016 to 1 by the end of 2019.

The jurisdiction/agency of Hattiesburg will (reduce or maintain) the number of alcohol related injuries from 7 in 2016 to 7 by the end of 2019.

The jurisdiction/agency of Hattiesburg will (reduce or maintain) the number of alcohol related crashes from 47 in 2016 to 45 by the end of 2019.

Target for Enforcement Project-Impaired Driving (405d):

The jurisdiction/agency of _____ will (reduce or maintain) the number of alcohol & drug impaired fatalities from _____ in 2016 to _____ by the end of 2019.

The jurisdiction/agency of _____ will (reduce or maintain) the number of alcohol & drug injuries from _____ in 2016 to _____ by the end of 2019.

The jurisdiction/agency of _____ will (reduce or maintain) the number of alcohol & drug crashes from _____ in 2016 to _____ by the end of 2019.

Performance Measures for Enforcement Project: Please use 2017 grant funded citation data, if available. If your agency has never applied for grant funds or has been applied in several years, please start your “grant funded” citations at “0”. If you are requested 405-Impaired Driving Funding, you must include a performance measure for alcohol and a performance measure for impaired (drug).

(Increase or Maintain) the number of grant funded citations DUI, by ___% from 137 in FY17 to 137 in FY19.

**** If applying for 405 fund: Please include measure listed below****

(Increase or Maintain) the number of grant funded citations DUI/Other, by ___% from ____ in FY17 to ____ in FY19.

Strategies for Project:

- Conduct at least 7 checkpoints during year. (Enforcement Only)
- Conduct at least 7 saturation patrols during year. (Enforcement Only)
- Conduct at least 2 alcohol presentations during year (154 Alcohol Funding)
- Will there be Law Enforcement Instructor training (SFST, ARIDE, DRE) hours/time conducted and/or claimed during grant period? (Full Time Officers Only)

X Yes _____ No

FY19 Proposed Program Coordination:

If grant is awarded, please identify the following persons that will be working on grant activities and will be responsible for the grant:

Name of Chief/Sheriff/Partner: Anthony L. Parker	Name of Project Director: Captain Carlos Cook
Phone Number: 601-545-4901	Phone Number: 601-544-7900
Email Address: alparker@hattiesburgms.com	Email Address: ccook@hattiesburgms.com

Name of Financial Manager: Lisa Hanson	Name of Signatory Official: Mayor Toby Barker
Phone Number: 601-554-1034	Phone Number: 601-545-4501
Email Address: lhanson@hattiesburgms.com	Email Address: tbarker@hattiesburgms.com

FY19 Proposed Program Coordination:
Proposed Project Staff for Grant Responsibilities:

Submit information for proposed project staff that will be funded with federal funds under the grant agreement. All expenses must be in accordance to current state and federal guidelines.

***Unallowable Personnel Expenses for FY19:** Fringe benefits (FICA & Retirement) and health insurance will not be allowable personnel expenses during FY19 for law enforcement agencies.

***Full Time Officer Criteria:** The MS Office of Highway Safety may provide funding for a Full Time DUI Officer. In order to be considered for funding a full time officer, an agency must meet 60% of the following criteria:

- At least (1) DUI Fatal in 2016;
- At least (1) DUI Injury in 2016;
- Top 30 Alcohol or Drug Fatality County;
- FY17 Grant Funded Arrests of 52 or higher;
- Met or Exceeded Performance Measures agreed upon by agency in FY17 Grant Agreement

Personnel Title:	% of Time	Hourly Salary	# of Hours	Total:

FY19 Proposed Contractual Services Expenses:

Include a detailed assessment of contractual services within the program area in which you will be applying. Also include a cost estimate for all contractual needs (rental, shipping costs, etc.). All expenses must be in accordance to current state and federal guidelines.

Type of Contractual Service Expenses:	Quantity/Amount of Service/Amount per Month	Total Costs of Expenses:
N/A		
Total Contractual Service Expense:		

FY19 Proposed Travel Expenses:

Include a detailed assessment of travel needs within the program area in which you will be applying. Also include a cost estimate for all travel needs (airfare, hotel, hotel taxes, per diem, mileage, parking, baggage, and gratuity). All expenses must be in accordance to current state and federal guidelines.

Type of Travel	Number of People:	Cost:	Total:
STARS conference			
Room rate	3	\$100 x 4+20% tax = \$480	\$1,440
meals	3	\$41 x 5 days = \$205	\$615
tips	3	\$205 x 20% = \$41	\$123
Total Travel Expense:		\$726	\$2,178

Proposed Equipment:

Grant funding must be tied to performance, data and problem identification. Applications that are requesting equipment only applications will not be funded. Please list the cost for each piece of equipment requested.

Federal guidelines require equipment purchased must be essential to the project. If any equipment is requested in the application that is over \$5,000.00, please include quotes for the equipment, equipment descriptions and a through explanation of the use of the equipment and how it will impact the target and the agency problem identification.

All equipment must be approved by MOHS and/or NHTSA and be included on the Conforming Product List (CPL) and must be used specifically for the purposes for which is purchased. CPL list can be found at:

- Alcohol Screening Devices: (Only 154/405D/402PTS)
<http://www.gpo.gov/fdsys/pkg/FR-2012-06-14/pdf/2012-14582.pdf>
- Breath Alcohol Measurement Devices: (Only 154/405D/402PTS)
<http://www.gpo.gov/fdsys/pkg/FR-2012-06-14/pdf/2012-14581.pdf>
- Calibrating Units for Breath Alcohol Testers(Only 154/405D/402PTS)
http://www.dot.gov/sites/dot.dev/files/docs/20121022_CPL_Calibrating_Units.pdf

Unallowable equipment for FY19: Guns, Ammunition, Uniforms, Vehicles, Body Armor and Body Cameras. Radar and lidars are unallowable under alcohol/impaired funding sources.

Type of Equipment:	# Requested:	Cost Per Item:	Line Total:
N/A			
Total Equipment Expense:			

FY19 Proposed Commodities:

Include a detailed assessment of other grant expenses within the program area in which you are applying. Also include a cost estimate for all additional grant expenses (mouthpieces, tape, office supplies, etc.). All expenses must be in accordance to current state and federal guidelines.

Type of Commodity Expenses:	Quantity	Price of Commodity:	Total of Expense:
N/A			
Total of Commodity Expenses:			

Mississippi Office of Highway Safety

MOHS FY19 Application Submission

The application submitted to the MOHS is a request for funds. Funding is based on funds available to the MOHS through federal and state funds. Application requests received are not guaranteed and will be subject to be adjusted as funding is available.

Each application will be reviewed by the MOHS staff and management for application completeness, data provided, citation information, budget requests of personnel, contractual services, travel, equipment and other expenses requested to enhance the already existing program. The proposed targets, performance measure and strategies are also reviewed for effectiveness and efficiency.

Applications received from continuation grant agencies will be reviewed by MOHS staff and management for application completeness, data provided, citation information, budget requests of personnel, contractual services, travel, equipment and other expenses requested to enhance the already existing program. Grants will also be funded based on the review of past grant performance of meeting targets and performance measures, expenditure of previous grant funds and information from program documentation and assessments.

The MOHS grant program is a data driven program and all applications must represent a need and the ability to help reach the State's target and performance measures to help reduce fatalities, crashes and injuries.

Submission of A-133 Financial Audit

All applicants for the FY19 MOHS Grant Application must submit a copy of the most recent A-133 financial audit from the requesting agency. If the A-133 financial audit is not included with the grant application, the application will not be considered for funding eligibility.

Incomplete Applications:

If all sections of this Application are not filled out, documentation provided and/or justifications provided, this Application will not be considered for review and/or approval. This includes missing signatures.

Agreement of Understanding and Compliance:

The Agreement of Understanding and Compliance documents will be attached within the FY19 Grant Agreement. The Applicant will be required to sign all compliance documents upon receipt of the finalized Grant Agreement

between the State, MOHS and applicant. Certifications and assurances will be included in the Grant Agreement.

FY19 MOHS IMPAIRED DRIVING GRANT APPLICATION (154/405)

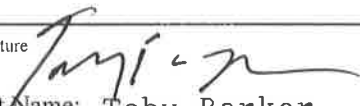
Mississippi Office of Highway Safety

1025 North Park Drive

Ridgeland, MS 39157

Phone: (601)977-3700; Fax: (601)977-3701

mohs@dps.ms.gov

1. Applicant Name: City of Hattiesburg Mailing Address: 300 Klondye Street Hattiesburg MS 39401 Telephone: 601-544-7900 E-Mail grntwt@hattiesburgms.com		2. Date: 12/22/2017	
		3. Beginning and Ending Dates: ____ Full Grant: (October 1, 2018-September 30, 2019)	
		4. Subgrant Payment Method: <u> X </u> Cost Reimbursement Method	
		5. DUNS # - 079448130	
		6. Congressional District- 4	
7. Program Title: Alcohol Countermeasures			
8. The following funds will be proposed for FY19 funding:			
A. COST CATEGORY		B. SOURCE OF FUNDS	
(1) Personal Services-Salary	\$66,504	(1) Federal	\$68,682
(2) Contractual Services		(2) State	
(3) Travel	\$2,178	(3) Local	
(4) Equipment		(4) Other	
(5) Commodities			
TOTAL	\$68,682	TOTAL	\$68,682
9. The applicant agrees to operate the program outlined in this application in accordance with all provisions as included herein. The following sections are attached and incorporated into this application:			
Project Identification Travel Commodities		Proposed Countermeasures Equipment	
All policies, terms, conditions, and provisions in the application provided to applicants, are also incorporated into this agreement, and applicant agrees to fully comply herewith.			
10. Approved Signature of Authorized Official (Mayor/Board of Supervisor President/Commissioner) for Jurisdiction to Apply:		MOHS USE Only:	
Signature  Date 1-2-18 Print Name: Toby Barker Title: Mayor			

Problem Identification:

Location:

This section must be filled out completely for all project applications.

City Name:	City of Hattiesburg
County Name:	Forrest and Lamar
Surrounding Counties:	Jones, Perry, and Stone
Troop District:	J
Number of Officers In Agency:	100
Number of Officers to Work Grant:	1

Number of Square Miles:	54
Number of Population:	47,556
Major Roadways in the Area:	I 59, US HWY 11, US HWY 49, US HWY 98, and MS HWY 42

Problem Identification

Summary:

Please provide a detailed problem identification description for the location that the grant will seek funding, such as high speed areas, college/universities, factories, community events, alcohol related establishments, etc. **Please limit to 350 words for the Problem Identification Summary.**

The City of Hattiesburg has two universities, The University of Southern Mississippi(USM) and William Carey University (WCU). USM has an enrollment of about 17,000 students. The city is impacted by the students and the influx of people who attend home football games. These games have tailgating activities and parties where alcohol is consumed. Fraternities and sororities are a big part of USM which plays a part in the night life in Hattiesburg. Hattiesburg host several events which attract people from the surrounding areas. All of the events mentioned below allow alcohol consumption. Events with estimated attendees are as follows: Que-Delta Week 10,000-15,000, HubFest 15,000, Spring party/USM Pledge week-unknown attendance, Juneteenth-5,000-10,000, Eagle Palooza-5,000, and Mardi Gras Parade -20,000.

Problem Identification

Proposed Target, Performance Measure and Strategies to be achieved during FY19:

See Grant Funding Guidelines for information on correct format and information needed under this section. Must be specific, measureable (include hard numbers from previous year), detailed outline of program activities and projected achievements during grant period.

Alcohol Countermeasures (154 AL) - Alcohol enforcement projects are strictly for alcohol only related activities, programs and projects. Agencies must have a presence of alcohol related fatalities, injuries, crashes and citations in the area of service. The alcohol program is to work within the state to reduce alcohol related DUI fatalities, crashes and injuries through high visibility enforcement, checkpoints, saturation patrols and earned media.

Impaired Driving (405d) - The Impaired Driving program is for enforcement agencies working to reduce alcohol & drug related fatalities on our roadways. Agencies must have a presence of alcohol and drug related fatalities, injuries, crashes and citations in the area of service. Grant funds are to reduce alcohol and drug related fatalities, injuries and crashes through high visibility enforcement, checkpoints, saturation patrols and earned media.

Please use fatality data first, if agency has no fatalities during 2016, please use injury data. If agency does not have injuries, then agency should use data related to crashes.

Target for Enforcement Project-Alcohol Countermeasures (154AL):

The jurisdiction/agency of Hattiesburg will (reduce or maintain) the number of alcohol related fatalities from 1 in 2016 to 1 by the end of 2019.

The jurisdiction/agency of Hattiesburg will (reduce or maintain) the number of alcohol related injuries from 7 in 2016 to 7 by the end of 2019.

The jurisdiction/agency of Hattiesburg will (reduce or maintain) the number of alcohol related crashes from 47 in 2016 to 45 by the end of 2019.

Target for Enforcement Project-Impaired Driving (405d):

The jurisdiction/agency of _____ will (reduce or maintain) the number of alcohol & drug impaired fatalities from _____ in 2016 to _____ by the end of 2019.

The jurisdiction/agency of _____ will (reduce or maintain) the number of alcohol & drug injuries from _____ in 2016 to _____ by the end of 2019.

The jurisdiction/agency of _____ will (reduce or maintain) the number of alcohol & drug crashes from _____ in 2016 to _____ by the end of 2019.

Performance Measures for Enforcement Project: Please use 2017 grant funded citation data, if available. If your agency has never applied for grant funds or has been applied in several years, please start your “grant funded” citations at “0”. If you are requested 405-Impaired Driving Funding, you must include a performance measure for alcohol and a performance measure for impaired (drug).

(Increase or Maintain) the number of grant funded citations DUI, by __% from 137 in FY17 to 137 in FY19.

**** If applying for 405 fund: Please include measure listed below****

(Increase or Maintain) the number of grant funded citations DUI/Other, by __% from ____ in FY17 to ____ in FY19.

Strategies for Project:

- Conduct at least 7 checkpoints during year. (Enforcement Only)
- Conduct at least 7 saturation patrols during year. (Enforcement Only)
- Conduct at least 2 alcohol presentations during year (154 Alcohol Funding)
- Will there be Law Enforcement Instructor training (SFST, ARIDE, DRE) hours/time conducted and/or claimed during grant period? (Full Time Officers Only)

X Yes _____ No

FY19 Proposed Program Coordination:

If grant is awarded, please identify the following persons that will be working on grant activities and will be responsible for the grant:

Name of Chief/Sheriff/Partner: Anthony L. Parker	Name of Project Director: Captain Carlos Cook
Phone Number: 601-545-4901	Phone Number: 601-544-7900
Email Address: alparker@hattiesburgms.com	Email Address: ccook@hattiesburgms.com

Name of Financial Manager: Lisa Hanson	Name of Signatory Official: Mayor Toby Barker
Phone Number: 601-554-1034	Phone Number: 601-545-4501
Email Address: lhanson@hattiesburgms.com	Email Address: tbarker@hattiesburgms.com

FY19 Proposed Program Coordination:
Proposed Project Staff for Grant Responsibilities:

Submit information for proposed project staff that will be funded with federal funds under the grant agreement. All expenses must be in accordance to current state and federal guidelines.

*Unallowable Personnel Expenses for FY19: Fringe benefits (FICA & Retirement) and health insurance will not be allowable personnel expenses during FY19 for law enforcement agencies.

*Full Time Officer Criteria: The MS Office of Highway Safety may provide funding for a Full Time DUI Officer. In order to be considered for funding a full time officer, an agency must meet 60% of the following criteria:

- At least (1) DUI Fatal in 2016;
- At least (1) DUI Injury in 2016;
- Top 30 Alcohol or Drug Fatality County;
- FY17 Grant Funded Arrests of 52 or higher;
- Met or Exceeded Performance Measures agreed upon by agency in FY17 Grant Agreement

Personnel Title:	% of Time	Hourly Salary	# of Hours	Total:

FY19 Proposed Contractual Services Expenses:

Include a detailed assessment of contractual services within the program area in which you will be applying. Also include a cost estimate for all contractual needs (rental, shipping costs, etc.). All expenses must be in accordance to current state and federal guidelines.

Type of Contractual Service Expenses:	Quantity/Amount of Service/Amount per Month	Total Costs of Expenses:
N/A		
Total Contractual Service Expense:		

FY19 Proposed Travel Expenses:

Include a detailed assessment of travel needs within the program area in which you will be applying. Also include a cost estimate for all travel needs (airfare, hotel, hotel taxes, per diem, mileage, parking, baggage, and gratuity). All expenses must be in accordance to current state and federal guidelines.

Type of Travel	Number of People:	Cost:	Total:
STARS conference			
Room rate	3	\$100 x 4+20% tax = \$480	\$1,440
meals	3	\$41 x 5 days = \$205	\$615
tips	3	\$205 x 20% = \$41	\$123
Total Travel Expense:		\$726	\$2,178

Proposed Equipment:

Grant funding must be tied to performance, data and problem identification. Applications that are requesting equipment only applications will not be funded. Please list the cost for each piece of equipment requested.

Federal guidelines require equipment purchased must be essential to the project. If any equipment is requested in the application that is over \$5,000.00, please include quotes for the equipment, equipment descriptions and a through explanation of the use of the equipment and how it will impact the target and the agency problem identification.

All equipment must be approved by MOHS and/or NHTSA and be included on the Conforming Product List (CPL) and must be used specifically for the purposes for which is purchased. CPL list can be found at:

- Alcohol Screening Devices: (Only 154/405D/402PTS)
<http://www.gpo.gov/fdsys/pkg/FR-2012-06-14/pdf/2012-14582.pdf>
- Breath Alcohol Measurement Devices: (Only 154/405D/402PTS)
<http://www.gpo.gov/fdsys/pkg/FR-2012-06-14/pdf/2012-14581.pdf>
- Calibrating Units for Breath Alcohol Testers(Only 154/405D/402PTS)
http://www.dot.gov/sites/dot.dev/files/docs/20121022_CPL_Calibrating_Units.pdf

Unallowable equipment for FY19: Guns, Ammunition, Uniforms, Vehicles, Body Armor and Body Cameras. Radar and lidars are unallowable under alcohol/impaired funding sources.

Type of Equipment:	# Requested:	Cost Per Item:	Line Total:
N/A			
Total Equipment Expense:			

FY19 Proposed Commodities:

Include a detailed assessment of other grant expenses within the program area in which you are applying. Also include a cost estimate for all additional grant expenses (mouthpieces, tape, office supplies, etc.). All expenses must be in accordance to current state and federal guidelines.

Type of Commodity Expenses:	Quantity	Price of Commodity:	Total of Expense:
N/A			
Total of Commodity Expenses:			

Mississippi Office of Highway Safety

MOHS FY19 Application Submission

The application submitted to the MOHS is a request for funds. Funding is based on funds available to the MOHS through federal and state funds. Application requests received are not guaranteed and will be subject to be adjusted as funding is available.

Each application will be reviewed by the MOHS staff and management for application completeness, data provided, citation information, budget requests of personnel, contractual services, travel, equipment and other expenses requested to enhance the already existing program. The proposed targets, performance measure and strategies are also reviewed for effectiveness and efficiency.

Applications received from continuation grant agencies will be reviewed by MOHS staff and management for application completeness, data provided, citation information, budget requests of personnel, contractual services, travel, equipment and other expenses requested to enhance the already existing program. Grants will also be funded based on the review of past grant performance of meeting targets and performance measures, expenditure of previous grant funds and information from program documentation and assessments.

The MOHS grant program is a data driven program and all applications must represent a need and the ability to help reach the State's target and performance measures to help reduce fatalities, crashes and injuries.

Submission of A-133 Financial Audit

All applicants for the FY19 MOHS Grant Application must submit a copy of the most recent A-133 financial audit from the requesting agency. If the A-133 financial audit is not included with the grant application, the application will not be considered for funding eligibility.

Incomplete Applications:

If all sections of this Application are not filled out, documentation provided and/or justifications provided, this Application will not be considered for review and/or approval. This includes missing signatures.

Agreement of Understanding and Compliance:

The Agreement of Understanding and Compliance documents will be attached within the FY19 Grant Agreement. The Applicant will be required to sign all compliance documents upon receipt of the finalized Grant Agreement

between the State, MOHS and applicant. Certifications and assurances will be included in the Grant Agreement.



City of Hattiesburg, MS

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

Master

File Number: 2018-112

File ID: 2018-112

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 12/28/2017

Brief Title: Acknowledge receipt of the Single Audit of the Hattiesburg Public School District for the year ended June 30, 2017, from Suzanne E. Smith, CPA, PLLC of Auditing and Accounting Services.

Final Action:

Minute Book Number: MB2018-6

Title:

Acknowledge receipt of the Single Audit of the Hattiesburg Public School District for the year ended June 30, 2017, from Suzanne E. Smith, CPA, PLLC of Auditing and Accounting Services.

Notes:

Agenda Date: 01/02/2018

Indexes:

Agenda Number: VII.-2

Sponsors:

Enactment Date:

Attachments: Audit Letter from Suzanne E. Smith, CPA, PLLC, 12-15-17, Hattiesburg Public School District Audited Financial Statements for the Year Ended June 30, 2017

Enactment Number:

Contact:

Meeting Date: 01/02/2018

Drafter: Lisa Luu

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/02/2018					

Text of Legislative File 2018-112

Title

Acknowledge receipt of the Single Audit of the Hattiesburg Public School District for the year ended June 30, 2017, from Suzanne E. Smith, CPA, PLLC of Auditing and Accounting Services.

Summary

Acknowledge receipt of the Single Audit of the Hattiesburg Public School District for the year ended June 30, 2017, from Suzanne E. Smith, CPA, PLLC of Auditing and Accounting Services.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

SUZANNE E. SMITH, CPA, PLLC

AUDITING AND ACCOUNTING SERVICES

sesmithcpa@msn.com

December 15, 2017

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

Council Members:

Enclosed is a copy of the report for the Single Audit of Hattiesburg Public School District for the year ended June 30, 2017. My contract with the district requires that you receive a copy of this report. This report has been reviewed by the Office of the State Auditor. If you need anything else from me, please let me know.

Sincerely yours,

A handwritten signature in blue ink that reads "Suzanne E. Smith, CPA". The signature is fluid and cursive, with the letters "Suzanne" and "Smith" being more prominent.

Suzanne E. Smith, CPA
Suzanne E. Smith, CPA, PLLC

HATTIESBURG PUBLIC SCHOOL DISTRICT

Audited Financial Statements
For the Year Ended June 30, 2017

HATTIESBURG PUBLIC SCHOOL DISTRICT

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INDEPENDENT AUDITOR'S REPORT

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SUZANNE E. SMITH, CPA, PLLC
AUDITING AND ACCOUNTING SERVICES
sesmithcpa@msn.com

INDEPENDENT AUDITOR'S REPORT

Superintendent and School Board
Hattiesburg Public School District

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Hattiesburg Public School District as of and for the year ended June 30, 2017, and the related notes to the financial statements, which collectively comprise the Hattiesburg Public School District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Hattiesburg Public School District, as of June 30, 2017, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

POST OFFICE BOX 102
BRANDON, MISSISSIPPI 39043
PHONE: 601-938-5717

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, the Schedule of the District's Proportionate Share of the Net Pension Liability, and the Schedule of District Contributions on pages 9-16, 57-61, 63, and 65, respectively, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

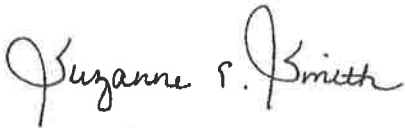
Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Hattiesburg Public School District's basic financial statements. The accompanying Schedule of Expenditures of Federal Awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the Schedule of Instructional, Administrative and Other Expenditures for Governmental Funds, and the other information section, which includes the Statement of Revenues, Expenditures and Changes in Fund Balances—General Fund, Last Four Years and the Statement of Revenues, Expenditures and Changes in Fund Balances—All Governmental Funds, Last Four Years are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The accompanying Schedule of Expenditures of Federal Awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and the Schedule of Instructional, Administrative and Other Expenditures for Governmental Funds are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the accompanying supplementary information mentioned above is fairly stated in all material respects in relation to the basic financial statements as a whole.

The other information section, which includes the Statement of Revenues, Expenditures and Changes in Fund Balances—General Fund, Last Four Years and the Statement of Revenues, Expenditures and Changes in Fund Balances—All Governmental Funds, Last Four Years has not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on it.

Other Reporting Required by *Government Auditing Standards*

In accordance with Government Auditing Standards, we have also issued our report dated December 5, 2017 on our consideration of the Hattiesburg Public School District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Hattiesburg Public School District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering Hattiesburg Public School District's internal control over financial reporting and compliance.

A handwritten signature in cursive script that reads "Suzanne E. Smith". The signature is written in dark ink and is positioned above the printed name and title.

Suzanne E. Smith, CPA, PLLC
Brandon, Mississippi
December 5, 2017

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MANAGEMENT'S DISCUSSION AND ANALYSIS

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HATTIESBURG PUBLIC SCHOOL DISTRICT
Management's Discussion and Analysis
For the Year Ended June 30, 2017

The following discussion and analysis of Hattiesburg Public School District's financial performance provides an overview of the School District's financial activities for the year ended June 30, 2017. The intent of this discussion and analysis is to look at the School District's performance as a whole. Readers are encouraged to review the financial statements and the notes to the financial statements to enhance their understanding of the School District's financial performance.

FINANCIAL HIGHLIGHTS

- Total net position for 2017 increased \$544,287, including a prior period adjustment of (\$134,461), which represents a 1.71% increase from fiscal year 2016. Total net position for 2016 decreased \$2,094,134, including a prior period adjustment of \$203,145, which represents a 7% decrease from fiscal year 2015.
- General revenues amounted to \$38,916,120 and \$39,189,384, or 79% and 78% of all revenues for fiscal years 2017 and 2016, respectively. Program specific revenues in the form of charges for services and grants and contributions accounted for \$10,447,538, or 21% of total revenues for 2017, and \$10,807,672, or 22% of total revenues for 2016.
- The District had \$48,684,910 and \$52,294,335 in expenses for fiscal years 2017 and 2016; only \$10,447,538 for 2017 and \$10,807,672 for 2016 of these expenses was offset by program specific charges for services, grants and contributions. General revenues of \$38,916,120 for 2017 were adequate to provide for these programs, while general revenues of \$39,189,384 for 2016 were not adequate to provide for these programs.
- Among major funds, the General Fund had \$35,903,572 in revenues and \$30,321,527 in expenditures for 2017, and \$36,255,541 in revenues and \$35,701,812 in expenditures in 2016. The General Fund's fund balance increased by \$5,036,505, including a prior period adjustment of (\$26,012) and an increase in inventory of \$47,208, from 2016 to 2017, and increased by \$258,040, including a prior period adjustment of \$83,128 and a decrease in inventory of \$65,931, from 2015 to 2016.
- Capital assets, net of accumulated depreciation, decreased by \$1,127,656 for 2017 and decreased by \$963,375 for 2016. The decrease for 2017 was due primarily to the expense for depreciation of \$1,188,493.
- Long-term debt, including compensated absences payable, decreased by \$2,408,870 for 2017 and decreased by \$2,311,166 for 2016. This decrease for 2017 was due primarily to principal payments on outstanding long-term debt. The liability for compensated absences decreased by \$13,454 for 2017 and decreased by \$28,029 for 2016.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis serves as an introduction to the District's basic financial statements, which include government-wide financial statements, fund financial statements, and notes to the financial statements. This report also contains required supplementary information, supplementary information, and other information.

Government-wide Financial Statements

The government-wide financial statements are designed to provide the reader with a broad overview of the District's finances. These statements consist of the Statement of Net Position and the Statement of Activities, which are prepared using the flow of economic resources measurement focus and the accrual basis of accounting. The current year's revenues and expenses are taken into account regardless of when cash is received or paid.

HATTIESBURG PUBLIC SCHOOL DISTRICT
Management's Discussion and Analysis
For the Year Ended June 30, 2017

The Statement of Net Position presents information on all the District's nonfiduciary assets, deferred outflows, liabilities, and deferred inflows, with the differences between them reported as "net position." Over time, increases or decreases in the District's net position may serve as a useful indicator of whether its financial position is improving or deteriorating.

The Statement of Activities presents information showing how the District's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements outline functions of the District that are principally supported by property taxes and intergovernmental revenues (governmental activities). The governmental activities of the District include instruction, support services, non-instructional, sixteenth section, pension expense, and interest on long-term liabilities.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the District can be divided into two categories: governmental funds and fiduciary funds.

Governmental funds – Most of the District's general activities are reported in its governmental funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, governmental funds are accounted for using the modified accrual basis of accounting and the flow of current financial resources measurement focus. The approach focuses on near-term inflows and outflows of spendable resources, as well as balances of spendable resources available at year end. The governmental fund statements provide a detailed view of the District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, the reader may gain a better understanding of the long-term impact of the District's near-term financing decisions. The governmental funds Balance Sheet is reconciled to the Statement of Net Position, and the governmental funds Statement of Revenues, Expenditures, and Changes in Fund Balances is reconciled to the Statement of Activities to facilitate this comparison between governmental funds and governmental activities.

The District maintains individual governmental funds in accordance with the *Financial Accounting Manual for Mississippi Public School Districts*. Information is presented separately in the governmental funds Balance Sheet and in the governmental funds Statement of Revenues, Expenditures, and Changes in Fund Balances for all major funds. All non-major funds are combined and presented in these reports as other governmental funds.

Fiduciary funds – Fiduciary funds are used to account for resources held for the benefit of parties outside the District. Fiduciary funds are not reflected in the government-wide financial statements because resources of those funds are not available to support the District's own programs. These funds are reported using the accrual basis of accounting. The school district is responsible for ensuring that the assets reported in these funds are used for their intended purpose.

HATTIESBURG PUBLIC SCHOOL DISTRICT
Management's Discussion and Analysis
For the Year Ended June 30, 2017

Reconciliation of Government-wide and Fund Financial Statements

The financial statements include two schedules that reconcile the amounts reported on the governmental funds financial statements (modified accrual basis of accounting) with government-wide financial statements (accrual basis of accounting). The following summarizes the major differences between the two statements:

Capital assets used in governmental activities are not reported on governmental funds financial statements.

Capital outlay spending results in capital assets on government-wide financial statements, but is reported as expenditures on the governmental funds financial statements.

Bond and note proceeds result in liabilities on government-wide financial statements, but are recorded as other financing sources on the governmental funds financial statements.

A net pension liability results in a liability on the government-wide financial statements but is not reported on governmental funds financial statements.

Certain other outflows represent either increases or decreases in liabilities on the government-wide financial statements, but are reported as expenditures on the governmental funds financial statements.

Notes to the financial statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found immediately following the basic financial statements.

Required Supplementary Information

In addition to the basic financial statements and accompanying notes, this report also presents budgetary comparison schedules, Schedule of the District's Proportionate Share of the Net Pension Liability, and Schedule of District Contributions as required supplementary information. The District adopts an annual operating budget for all governmental funds. A budgetary comparison schedule has been provided for the General Fund and each major special revenue fund as required by the Governmental Accounting Standards Board.

Supplementary Information

Additionally, a Schedule of Expenditures of Federal Awards as required by Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and a Schedule of Instructional, Administrative and Other Expenditures for governmental funds can be found in this report.

Other Information

Although not a required part of the basic financial statements, the Statement of Revenues, Expenditures and Changes in Fund Balances—General Fund, Last Four Years and the Statement of Revenues, Expenditures and Changes in Fund Balances—All Governmental Funds, Last Four Years, is presented for purposes of additional analysis as required by the Mississippi Department of Education.

HATTIESBURG PUBLIC SCHOOL DISTRICT
Management's Discussion and Analysis
For the Year Ended June 30, 2017

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Net position

Net position may serve over time as a useful indicator of the District's financial position. Liabilities and deferred inflows of resources exceeded assets and deferred outflows of resources by \$31,301,005 as of June 30, 2017.

The District's financial position is a product of several financial transactions including the net result of activities, the acquisition and payment of debt, the acquisition and disposal of capital assets and the depreciation of capital assets.

Table 1 presents a summary of the District's net position at June 30, 2017 and June 30, 2016.

Table 1
Condensed Statement of Net Position

	June 30, 2017	June 30, 2016	Percentage Change
Current assets	\$ 10,251,185	\$ 5,210,549	96.74 %
Restricted assets	4,960,744	4,440,794	11.71 %
Capital assets, net	30,413,214	31,540,870	(3.58) %
Total assets	45,625,143	41,192,213	10.76 %
 Deferred outflows of resources	 14,118,056	 16,931,739	 (16.62) %
Current liabilities	976,747	541,999	80.21 %
Long-term debt outstanding	12,052,898	14,502,757	(16.89) %
Net pension liability	76,594,387	67,922,575	12.77 %
Total liabilities	89,624,032	82,967,331	8.02 %
 Deferred inflows of resources	 1,420,172	 7,001,913	 (79.72) %
 Net position:			
Net investment in capital assets	23,081,251	22,303,209	3.49 %
Restricted	8,180,797	8,339,767	(1.91) %
Unrestricted	(62,563,053)	(62,488,268)	(0.12) %
Total net position	\$ (31,301,005)	\$ (31,845,292)	1.71 %

Additional information on unrestricted net position:

In connection with the application of standards on accounting and financial reporting for pensions, management presents the following additional information:

Total unrestricted net position (deficit)	\$ (62,563,053)
Less unrestricted deficit in net position resulting from recognition of the net pension liability, including the deferred outflows and deferred inflows related to pensions	63,914,108
Unrestricted net position, exclusive of the net pension liability effect	<u>\$ 1,351,055</u>

HATTIESBURG PUBLIC SCHOOL DISTRICT
Management's Discussion and Analysis
For the Year Ended June 30, 2017

The following are significant current year transactions that have had an impact on the Statement of Net Position.

- Decrease in net capital assets in the amount of \$1,127,656.
- The principal retirement of \$2,395,416 of long-term debt.
- Increase in net pension liability in the amount of \$8,671,812.

Changes in net position

The District's total revenues for the fiscal years ended June 30, 2017 and June 30, 2016 were \$49,363,658 and \$49,997,056, respectively. The total cost of all programs and services was \$48,684,910 for 2017 and \$52,294,335 for 2016.

Table 2 presents a summary of the changes in net position for the fiscal years ended June 30, 2017 and June 30, 2016.

Table 2
Changes in Net Position

	Year Ended June 30, 2017	Year Ended June 30, 2016	Percentage Change
Revenues:			
Program revenues:			
Charges for services	\$ 461,540	\$ 431,879	6.87 %
Operating grants and contributions	9,980,498	10,375,793	(3.81) %
Capital Grants and Contributions	5,500	-	N/A %
General revenues:			
Property Taxes	19,090,030	18,932,993	0.83 %
Grants and contributions not restricted	19,481,080	19,697,629	(1.10) %
Investment earnings	97,992	87,432	12.08 %
Sixteenth section sources	81,001	73,203	10.65 %
Other	166,017	398,127	(58.30) %
Total revenues	49,363,658	49,997,056	(1.27) %
Expenses:			
Instruction	20,442,656	22,756,058	(10.17) %
Support services	14,831,225	16,414,572	(9.65) %
Non-instructional	3,314,096	3,586,084	(7.58) %
Sixteenth section	10,649	21,325	(50.06) %
Pension expense	9,601,976	8,977,261	6.96 %
Interest on long-term liabilities	484,308	539,035	(10.15) %
Total expenses	48,684,910	52,294,335	(6.90) %
Increase (Decrease) in net position	678,748	(2,297,279)	129.55 %
Net Position, July 1, as previously reported	(31,845,292)	(29,751,158)	(7.04) %
Prior Period Adjustment	(134,461)	203,145	(166.19) %
Net Position, July 1, as restated	(31,979,753)	(29,548,013)	(8.23) %
Net Position, June 30	\$ (31,301,005)	\$ (31,845,292)	1.71 %

Governmental activities

The following table presents the cost of six major District functional activities: instruction, support services, non-instructional, sixteenth section, pension expense, and interest on long-term liabilities. The table also shows each functional activity's net cost (total cost less charges for services generated by the activities and

HATTIESBURG PUBLIC SCHOOL DISTRICT
Management's Discussion and Analysis
For the Year Ended June 30, 2017

intergovernmental aid) provided for specific programs. The net cost presents the financial burden that was placed on the State and District's taxpayers by each of these functions.

Table 3
Net Cost of Governmental Activities

	Total Expenses		Percentage Change
	2017	2016	
Instruction	\$ 20,442,656	\$ 22,756,058	(10.17) %
Support services	14,831,225	16,414,572	(9.65) %
Non-instructional	3,314,096	3,586,084	(7.58) %
Sixteenth section	10,649	21,325	(50.06) %
Pension Expense	9,601,976	8,977,261	6.96 %
Interest on long-term liabilities	484,308	539,035	(10.15) %
Total expenses	\$ 48,684,910	\$ 52,294,335	(6.90) %

	Net (Expense) Revenue		Percentage Change
	2017	2016	
Instruction	\$ (16,857,240)	\$ (18,721,958)	9.96 %
Support services	(11,810,577)	(13,771,290)	14.24 %
Non-instructional	386,890	229,704	68.43 %
Sixteenth section	(10,649)	(21,325)	50.06 %
Pension Expense	(9,601,976)	(8,977,261)	(6.96) %
Interest on long-term liabilities	(343,820)	(224,533)	(53.13) %
Total net (expense) revenue	\$ (38,237,372)	\$ (41,486,663)	7.83 %

- Net cost of governmental activities [(\$38,237,372) for 2017 and (\$41,486,663) for 2016] was financed by general revenue, which is primarily made up of property taxes (\$19,090,030 for 2017 and \$18,932,993 for 2016) and state and federal revenues (\$19,481,080 for 2017 and \$19,697,629 for 2016). In addition, there was \$81,001 and \$73,203 in Sixteenth Section sources for 2017 and 2016, respectively.
- Investment earnings amounted to \$97,992 for 2017 and \$87,432 for 2016.

FINANCIAL ANALYSIS OF THE DISTRICT'S FUNDS

As noted earlier, the District uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. The focus of the District's governmental funds is to provide information on current inflows, outflows and balances of spendable resources. Such information is useful in assessing the District's financing requirements. In particular, unassigned fund balance may serve as a useful measure of the District's net resources available for spending at the end of the fiscal year.

The financial performance of the District as a whole is reflected in its governmental funds. As the District completed the year, its governmental funds reported a combined fund balance of \$14,431,721, an increase of \$5,144,815, which includes a prior period adjustment of (\$162,965) and an increase in inventory of \$84,221. \$5,837,305 or 40% of the fund balance is unassigned, which represents the residual classification for the General Fund's fund balance that has not been assigned to other funds and that has not been

HATTIESBURG PUBLIC SCHOOL DISTRICT
Management's Discussion and Analysis
For the Year Ended June 30, 2017

restricted, committed, or assigned to specific purposes within the general fund. The remaining fund balance of \$8,594,416 or 60% is either nonspendable, restricted, committed or assigned to indicate that it is not available for spending except only for the purposes to which it is restricted, committed or assigned.

The General Fund is the principal operating fund of the District. The increase in fund balance in the General Fund for the fiscal year was \$5,036,505, which included a prior period adjustment of (\$26,012) and an increase in inventory of \$47,208. The fund balance of other governmental funds showed an increase in the amount of \$716,390, which includes a prior period adjustment of (\$80,887) and an increase in reserve for inventory of \$37,013. This increase in fund balance of other governmental funds was due primarily to the increase in revenues over expenditures of the Child Nutrition Fund (special revenue fund) and the increase in amounts held for retirement of debt in the QSCB Debt Retirement Funds (debt service funds). The increase (decrease) in the fund balances for the other major funds were as follows:

<u>Major Fund</u>		<u>Increase (Decrease)</u>
Title I Fund	\$	No change
Digital Learning Grant		(647,113)
16th Section Principal Fund		39,033

BUDGETARY HIGHLIGHTS

During the year, the District revised the annual operating budget. Budget revisions were made to address and correct the original budgets to reflect more accurately the sources and uses of funding for the School District.

A schedule showing the original and final budget amounts compared to the District's actual financial activity for the General Fund and major special revenue funds is provided in this report as required supplementary information.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets. As of June 30, 2017, the District's total capital assets were \$55,871,814, including land, school buildings, building improvements, buses, other school vehicles, and furniture and equipment. This amount represents a decrease of \$289,576 from 2016. Total accumulated depreciation as of June 30, 2017, was \$25,458,600, and total depreciation expense for the year was \$1,188,493, resulting in total net capital assets of \$30,413,214.

Table 4
Capital Assets, Net of Accumulated Depreciation

	<u>June 30, 2017</u>	<u>June 30, 2016</u>	<u>Percentage Change</u>
Land	\$ 522,861	522,861	0.00 %
Buildings	23,131,310	23,743,251	(2.58) %
Building improvements	1,146,507	1,212,002	(5.40) %
Improvements other than buildings	4,492,730	4,731,711	(5.05) %
Mobile equipment	817,296	981,462	(16.73) %
Furniture and equipment	302,510	349,583	(13.47) %
Total	\$ 30,413,214	\$ 31,540,870	(3.58) %

Additional information on the District's capital assets can be found in Note 5 included in this report.

HATTIESBURG PUBLIC SCHOOL DISTRICT
Management's Discussion and Analysis
For the Year Ended June 30, 2017

Debt Administration. At June 30, 2017, the District had \$11,985,330 in outstanding long-term debt, of which \$2,950,322 is due within one year. The liability for compensated absences decreased \$13,454 from the prior year. The district made principal payments totaling \$2,395,416 for the year.

**Table 5
Outstanding Long-Term Debt**

	<u>June 30, 2017</u>	<u>June 30, 2016</u>	<u>Percentage Change</u>
General obligation bonds payable	\$ 2,530,000	\$ 3,820,000	(33.77) %
Limited obligation bonds payable	1,177,000	1,895,000	(37.89) %
Three mill notes payable	1,995,000	2,340,000	(14.74) %
Shortfall notes payable	87,563	129,979	(32.63) %
Qualified school construction bonds payable	6,000,000	6,000,000	0.00 %
Compensated absences	195,767	209,221	(6.43) %
Total	<u>\$ 11,985,330</u>	<u>\$ 14,394,200</u>	(16.74) %

Additional information on the District's long-term debt can be found in Note 6 included in this report.

CURRENT ISSUES

The Hattiesburg Public School District is financially stable. The District is proud of its community support of the public schools. The district has committed itself to financial excellence for many years. The District plans to continue its sound financial management to meet the challenges and to embrace the opportunities of the future.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

If you have any questions about this report or need additional financial information, contact the Superintendent's Office of the Hattiesburg Public School District, 301 Mamie Street, Hattiesburg, Mississippi 39403.

FINANCIAL STATEMENTS

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HATTIESBURG PUBLIC SCHOOL DISTRICT

Statement of Net Position
June 30, 2017

Exhibit A

	Governmental Activities
Assets	
Cash and cash equivalents	\$ 7,761,428
Due from other governments	2,241,607
Other receivables	1,656
Inventories	202,324
Prepaid items	44,170
Restricted assets	4,960,744
Capital assets, net of accumulated depreciation	30,413,214
Total Assets	<u>45,625,143</u>
Deferred Outflows of Resources	
Deferred outflows - pensions	14,100,451
Deferred amount on refunding	17,605
Total deferred inflows of resources	<u>14,118,056</u>
Liabilities	
Accounts payable and accrued liabilities	353,934
Interest payable on long-term liabilities	196,539
Unearned revenue	426,274
Long-term liabilities, due within one year:	
Capital related liabilities	2,690,750
Non-capital related liabilities	259,572
Long-term liabilities, due beyond one year:	
Capital related liabilities	4,591,250
Non-capital related liabilities	4,443,758
Net pension liability	76,594,387
Unamortized bond premium	67,568
Total Liabilities	<u>89,624,032</u>
Deferred Inflows of Resources	
Deferred inflows - pensions	1,420,172
Total deferred inflows of resources	<u>1,420,172</u>
Net Position	
Net investment in capital assets	
Restricted for:	23,081,251
Expendable:	
School-based activities	876,069
Debt service	4,293,537
Capital improvements	6,081
Unemployment benefits	58,200
Non-expendable:	
Sixteenth section	2,946,910
Unrestricted	(62,563,053)
Total Net Position	<u>\$ (31,301,005)</u>

The notes to the financial statements are an integral part of this statement.

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HATTIESBURG PUBLIC SCHOOL DISTRICT

Statement of Activities For the Year Ended June 30, 2017

Exhibit B

Functions/Programs	Program Revenues				Net (Expense) Revenue and Changes in Net Position
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	
Governmental Activities:					
Instruction	\$ 20,442,656	304,866	3,280,550		(16,857,240)
Support services	14,831,225	47,231	2,973,417		(11,810,577)
Non-instructional	3,314,096	109,443	3,586,043	5,500	386,890
Sixteenth section	10,649				(10,649)
Pension expense	9,601,976				(9,601,976)
Interest on long-term liabilities	484,308		140,488		(343,820)
Total Governmental Activities	\$ 48,684,910	461,540	9,980,498	5,500	\$ (38,237,372)
General Revenues:					
Taxes:					
General purpose levies					16,935,111
Debt purpose levies					2,154,919
Unrestricted grants and contributions:					
State					19,382,195
Federal					98,885
Unrestricted investment earnings					97,992
Sixteenth section sources					81,001
Other					166,017
Total General Revenues					38,916,120
Change in Net Position					678,748
Net Position - Beginning, as previously reported					(31,845,292)
Prior Period Adjustments					(134,461)
Net Position - Beginning, as restated					(31,979,753)
Net Position - Ending					\$ (31,301,005)

The notes to the financial statements are an integral part of this statement.

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HATTIESBURG PUBLIC SCHOOL DISTRICT

Governmental Funds

Exhibit C

Balance Sheet
June 30, 2017

	Major Funds				Total Governmental Funds
	General Fund	Title I Fund	Digital Learning Grant	16th Section Principal Fund	
Assets					
Cash and cash equivalents	\$ 5,547,520		383,743	128,332	7,889,761
Cash with fiscal agents				50,029	1,839,126
Investments				1,782,339	2,982,239
Accrued interest				7,751	11,046
Due from other governments	551,897	855,898			2,241,607
Due from other funds	987,164				987,164
Advances to other funds				978,459	978,459
Inventories	81,495				202,324
Prepaid items	44,170				44,170
Total assets	7,212,246	855,898	383,743	2,946,910	17,175,896
Liabilities and Fund Balances					
Liabilities:					
Accounts payable and accrued liabilities	169,341	87,344			353,934
Due to other funds	1,105	768,554			985,508
Advances from other funds	978,459				978,459
Unearned revenue			383,743		426,274
Total Liabilities	1,148,905	855,898	383,743	0	2,744,175
Fund Balances:					
Nonspendable:					
Inventory	81,495				202,324
Permanent fund principal				2,946,910	2,946,910
Prepaid items	44,170				44,170
Restricted:					
Debt service					
Capital improvements					
Grant activities					
Unemployment benefits					
Assigned:					
Unemployment benefits					
Student activities	100,371				72,538
Unassigned	5,837,305				100,371
Total Fund Balances	6,063,341	0	0	2,946,910	14,431,721
Total Liabilities and Fund Balances	\$ 7,212,246	855,898	383,743	2,946,910	17,175,896

The notes to the financial statements are an integral part of this statement.

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HATTIESBURG PUBLIC SCHOOL DISTRICT

Governmental Funds

**Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position
June 30, 2017**

Exhibit C-1

Total fund balances for governmental funds \$ 14,431,721

Amounts reported for governmental activities in the statement of Net Position are different because:

1. Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds:

Land	\$ 522,861	
Buildings	38,928,173	
Building improvements	1,637,367	
Improvements other than buildings	6,731,081	
Mobile equipment	3,389,650	
Furniture and equipment	4,662,682	
Accumulated depreciation	<u>(25,458,600)</u>	30,413,214

2. Some liabilities, including net position obligations, are not due and payable in the current period and, therefore, are not reported in the funds:

Net pension liability	(76,594,387)	
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Deferred outflows and inflows of resources related to pensions are applicable to future periods and, therefore, are not reported in the funds:

Deferred outflows of resources related to pensions	14,100,451	
Deferred inflows of resources related to pensions	<u>(1,420,172)</u>	(63,914,108)

3. Long-term liabilities and related accrued interest are not due and payable in the current period and therefore are not reported in the funds:

General obligation bonds	(2,530,000)	
Limited obligation refunding bonds payable	(1,177,000)	
Three mill notes payable	(1,995,000)	
Shortfall notes payable	(87,563)	
Qualified school construction bonds payable	(6,000,000)	
Unamortized bond premium	(67,568)	
Unamortized deferred amounts on refunding	17,605	
Compensated absences payable	(195,767)	
Accrued interest payable	<u>(196,539)</u>	(12,231,832)

Net Position of governmental activities \$ (31,301,005)

The notes to the financial statements are an integral part of this statement.

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HATTIESBURG PUBLIC SCHOOL DISTRICT

Governmental Funds

Exhibit D

Statement of Revenues, Expenditures and Changes in Fund Balances For the Year Ended June 30, 2017

	Major Funds					Total Governmental Funds
	General Fund	Title I Fund	Digital Learning Grant	16th Section Principal Fund	Other Governmental Funds	
Revenues:						
Local sources	\$ 17,420,685				2,353,732	19,774,417
State sources	18,302,873				2,323,586	20,626,459
Federal sources	98,885	3,146,231			5,595,504	8,840,620
Sixteenth section sources	81,129			39,033		120,162
Total Revenues	35,903,572	3,146,231	0	39,033	10,272,822	49,361,658
Expenditures:						
Instruction	18,250,841	1,436,538	469,056		2,671,079	22,827,514
Support services	11,845,777	1,482,728	172,156		1,461,246	14,961,907
Noninstructional services	140,010	56,800			3,252,371	3,449,181
Sixteenth section	10,649					10,649
Debt service:						
Principal					2,395,416	2,395,416
Interest	74,250				419,579	493,829
Other					7,550	7,550
Total Expenditures	30,321,527	2,976,066	641,212	0	10,207,241	44,146,046
Excess (Deficiency) of Revenues over (under) Expenditures	5,582,045	170,165	(641,212)	39,033	65,581	5,215,612
Other Financing Sources (Uses):						
Insurance loss recoveries	5,947					5,947
Sale of other property	2,000					2,000
Transfer in to escrow agent					584,094	584,094
Operating transfers in	120,000				694,683	814,683
Transfer to QSOB escrow agent					(584,094)	(584,094)
Operating transfers out	(694,683)	(120,000)				(814,683)
Total Other Financing Sources (Uses)	(566,736)	(120,000)	0	0	694,683	7,947
Net Change in Fund Balances	5,015,309	50,165	(641,212)	39,033	760,264	5,223,559
Fund Balances:						
July 1, 2016, as originally presented	1,026,836	0	647,113	2,907,877	4,705,080	9,286,906
Prior period adjustments	(26,012)	(50,165)	(5,901)		(80,887)	(162,965)
July 1, 2016, as restated	1,000,824	(50,165)	641,212	2,907,877	4,624,193	9,123,941
Increase in reserve for inventory	47,208				37,013	84,221
June 30, 2017	\$ 6,063,341	0	0	2,946,910	5,421,470	14,431,721

The notes to the financial statements are an integral part of this statement.

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HATTIESBURG PUBLIC SCHOOL DISTRICT

Governmental Funds

**Reconciliation of the Governmental Funds Statement of Revenues,
Expenditures and Changes in Fund Balances to the Statement of Activities
For the Year Ended June 30, 2017**

Exhibit D-1

Net change in fund balances - total governmental funds \$ 5,223,559

Amounts reported for governmental activities in the statement of activities are different because:

1. Governmental funds report capital outlay as expenditures. However, in the statement of activities, the cost of capital assets is allocated over their estimated useful lives as depreciation expense. In the current period, these amounts are:

Capital outlay	\$ 43,129	
Depreciation expense	<u>(1,188,493)</u>	(1,145,364)

2. In the statement of activities, only the gain/loss on the sale of assets is reported, while in the governmental funds, the proceeds from the sale increases financial resources. Thus, the change in Net Position differs from the change in fund balance by the cost of the assets sold.

	<u>(10,796)</u>	(10,796)
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3. The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on Net Position. Also, governmental funds report the effect of premiums, discounts and the difference between the carrying value of refunded debt and the acquisition cost of refunded debt when debt is first issued. These amounts are deferred and amortized in the statement of activities:

Payments of debt principal	2,395,416	
Amortization of bond premium	40,989	
Accrued interest payable	<u>(18,977)</u>	2,417,428

4. Some items relating to pensions and reported in the statement of activities do not provide or require the use of current financial resources and therefore are not reported as revenues/expenditures in the governmental funds. The activities include:

Pension expense	(9,601,976)	
Contributions subsequent to the measurement date	<u>3,710,713</u>	(5,891,263)

5. Some items reported in the statement of activities do not provide or require the use of current financial resources and therefore are not reported as revenues/expenditures in governmental funds. These activities include:

Change in compensated absences	13,454	
Amortization of deferred amounts on refunding	(12,491)	
Change in inventory reserve	<u>84,221</u>	85,184

Change in Net Position of governmental activities		<u>\$ 678,748</u>
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The notes to the financial statements are an integral part of this statement.

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HATTIESBURG PUBLIC SCHOOL DISTRICT**Fiduciary Funds****Statement of Fiduciary Assets and Liabilities
June 30, 2017****Exhibit E**

	Agency Funds
Assets	
Cash and cash equivalents	\$ 1,435,225
Due from other funds	1,105
Total Assets	<u>1,436,330</u>
Liabilities	
Accounts payable and accrued liabilities	1,404,044
Due to other funds	2,761
Due to student clubs	25,642
Other payables	3,883
Total Liabilities	<u>\$ 1,436,330</u>

The notes to the financial statements are an integral part of this statement.

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HATTIESBURG PUBLIC SCHOOL DISTRICT
Notes to the Financial Statements
For Year Ended June 30, 2017

Note 1 – Summary of Significant Accounting Policies

The accompanying financial statements of the school district have been prepared in conformity with generally accepted accounting principles (GAAP) as prescribed by the Governmental Accounting Standards Board (GASB). GASB is the accepted standard-setting body for governmental accounting and financial reporting principles. The most significant of the school district's accounting policies are described below.

A. Financial Reporting Entity

As defined by accounting principles generally accepted in the United States of America, the school district is considered an "other stand-alone government." The school district is a related organization of, but not a component unit of, the city of Hattiesburg, Mississippi, since the governing authority of the city selects a majority of the school district's board but does not have financial accountability for the school district.

For financial reporting purposes, Hattiesburg Public School District has included all funds and organizations. The District has also considered all potential component units for which it is financially accountable and other organizations for which the nature and significance of their relationship with the District are such that exclusion would cause the District's financial statements to be misleading or incomplete. The Governmental Accounting Standards Board has set forth criteria to be considered in determining financial accountability. These criteria include appointing a voting majority of an organization's governing body and (1) the ability of the District to impose its will on that organization or (2) the potential for the organization to provide specific benefits to or impose specific financial burdens on the District.

B. Government-wide and Fund Financial Statements

Government-wide Financial Statements – The Statement of Net Position and the Statement of Activities report information on all of the non-fiduciary activities of the District. For the most part, the effect of inter-fund activity has been removed from these statements. Governmental activities, which normally are supported by tax and intergovernmental revenues, are reported separately from business type activities, which rely to a significant extent on fees and charges for support.

The Statement of Net Position presents the District's non-fiduciary assets, deferred outflows, liabilities, and deferred inflows with the difference reported as net position. Net position is reported in three categories:

1. Net investment in capital assets consists of capital assets, net of accumulated depreciation, and reduced by outstanding balances of bonds, notes and other debt attributable to the acquisition, construction or improvement of those assets.
2. Restricted net position results when constraints placed on net position use are either externally imposed or imposed by law through constitutional provisions or enabling legislation.
3. Unrestricted net position consists of net position not meeting the definition of the two preceding categories. Unrestricted net position often has constraints on resources imposed by management which can be removed or modified.

The Statement of Activities demonstrates the degree to which the direct expenses of a given function, or segment, are offset by program revenues. Direct expenses are those clearly identifiable with a specific function. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function and 2) grants, contributions and interest restricted to meeting the operational or capital requirements of a particular function. Property taxes and other items not included among program revenues are reported instead as general revenues.

Fund Financial Statements - Separate financial statements are provided for governmental and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds are reported in separate columns in the fund financial statements. All remaining governmental funds are aggregated and reported as other governmental funds.

HATTIESBURG PUBLIC SCHOOL DISTRICT
Notes to the Financial Statements
For Year Ended June 30, 2017

The school district reports the following major governmental funds:

General Fund - This is the school district's primary operating fund. The general fund is used to account for and report all financial resources not accounted for and reported in another fund.

Title I Fund – This is a special revenue fund that accounts for the revenues and related expenditures of the Title I grants to local educational agencies.

Digital Learning Grant – This is a special revenue fund that accounts for the revenues and related expenditures of the state funded interactive digital learning grant.

16th Section Principal Fund – This is a permanent fund that accounts for the nonexpendable revenues earned on sixteenth section trust lands.

All other governmental funds not meeting the criteria established for major funds are presented in the other governmental column of the fund financial statements.

The District's fiduciary funds include the following:

Student Club Funds – These various funds account for the monies raised through student club activities.

Payroll Clearing Fund – This fund is used to report the payroll resources held by the district in a purely custodial capacity (assets and liabilities) and does not involve the measurement of results of operations.

Accounts Payable Clearing Fund – This fund is used to report the resources of paid claims held by the district in a purely custodial capacity (assets and liabilities) and does not involve the measurement of results of operations.

Additionally, the school district reports the following fund types:

GOVERNMENTAL FUNDS

Special Revenue Funds - Special Revenue Funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects.

Capital Projects Funds - Capital Projects Funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital assets.

Debt Service Funds - Debt Service Funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for principal and interest.

Permanent Funds - Permanent Funds are used to account for and report resources that are restricted to the extent that only earnings, and not the principal, may be used for purposes that support the district's programs.

FIDUCIARY FUNDS

Agency Funds - Agency Funds are used to report resources held by the district in a purely custodial capacity (assets equal liabilities) and do not involve measurement of results of operations.

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

In the government-wide Statement of Net Position and Statement of Activities, governmental activities are presented using the economic resources measurement focus and the accrual basis of accounting, as are the Fiduciary Fund financial statements. Revenues are recorded when earned, and expenses are recorded when a liability is incurred or economic asset used, regardless of the timing of the related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

HATTIESBURG PUBLIC SCHOOL DISTRICT
Notes to the Financial Statements
For Year Ended June 30, 2017

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Measurable means knowing or being able to reasonably estimate the amount. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days after year end. Expenditures (including capital outlay) are recorded when the related fund liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and judgments, are recorded only when payment is due.

Federal grants and assistance awards made on the basis of entitlement periods are recorded as receivables and revenues when entitlement occurs. Federal reimbursement type grants are recorded as revenues when the related expenditures are recognized. Use of grant resources is conditioned upon compliance with terms of the grant agreements and applicable federal regulations, which include subjecting grants to financial and compliance audits.

Property taxes, intergovernmental revenues (shared revenues, grants and reimbursements from other governments) and interest associated with the current fiscal period are all considered to be susceptible to accrual.

Ad valorem property taxes are levied by the governing authority of the city on behalf of the school district based upon an order adopted by the school board of the school district requesting an ad valorem tax effort in dollars. Since the taxes are not levied and collected by the school district, the revenues to be generated by the annual levies are not recognized until the taxes are actually collected by the tax levying authority.

Capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and acquisitions under capital leases are reported as other financing sources.

Under the terms of grant agreements, the District funds certain programs by a combination of specific cost-reimbursement grants and general revenues. Thus, when program expenses are incurred, there is both restricted and unrestricted net position available to finance the program. It is the District's policy to first apply cost-reimbursement grant resources to such programs and then general revenues.

The effect of inter-fund activity has been eliminated from the government-wide statements.

Revenues from the Mississippi Adequate Education Program are appropriated on a fiscal year basis and are recorded at the time the revenues are received from the State of Mississippi.

The account classifications used in the financial statements conform to the broad classifications recommended in *Governmental Accounting, Auditing, and Financial Reporting*, issued in 2012 by the Government Finance Officers Association and are consistent with the broad classifications recommended in *Financial Accounting for Local and State School Systems, 2014*, issued by the U.S. Department of Education.

D. Encumbrances

An encumbrance system is maintained to account for commitments or assignments resulting from approved purchase orders, work orders and contracts. However, the school district attempts to liquidate all encumbrances at year-end. Encumbrances outstanding at year-end are not reported within committed or assigned fund balances.

E. Assets, liabilities, deferred outflows/inflows, and net position/fund balances

1. Cash, Cash equivalents and Investments

Cash and cash equivalents

The district's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition. The school district deposits excess funds in the financial institutions selected by the school board. State statutes specify how these depositories are to be selected.

HATTIESBURG PUBLIC SCHOOL DISTRICT
Notes to the Financial Statements
For Year Ended June 30, 2017

Investments

The school district can invest its excess funds, as permitted by Section 29-3-113, Miss. Code Ann. (1972), in interest-bearing deposits or other obligations of the types described in Section 27-105-33, Miss. Code Ann. (1972), or in any other type investment in which any other agency, instrumentality or subdivision of the State of Mississippi may invest, except that 100% of said funds are authorized to be so invested.

For accounting purposes, certificates of deposit are classified as investments if they have an original maturity greater than three months when acquired.

Investments for the district are reported at fair market value.

2. Receivables and payables

Activities between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of inter-fund loans) or "advances to/from other funds" (i.e. the non-current portion of inter-fund loans). All other outstanding balances between funds are reported as "due to/from other funds."

Advances between funds, as reported in the fund financial statements, are offset by a fund balance reserve account in applicable governmental funds to indicate that they are not available for appropriation and are not expendable available financial resources.

3. Due from Other Governments

Due from other governments represents amounts due from the State of Mississippi and various grants and reimbursements from other governments.

4. Inventories and Prepaid Items

Donated commodities are received from the USDA and are valued at USDA cost. Other inventories are valued at cost (calculated on the first-in, first-out basis). The costs of governmental fund type inventories are reported as expenditures when purchased. Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and governmental fund financial statements.

5. Restricted Assets

Certain resources set aside for repayment of debt are classified as restricted assets on the Statement of Net Position because their use is limited by applicable debt statutes, e.g. Qualified School Construction Bond sinking funds. Also, the nonexpendable portion of the Permanent Fund, if applicable, is classified as restricted assets because the 16th Section Principal fund is not available for use by the district except as provided for under state statute for loans from this fund.

6. Capital Assets

Capital assets include land, improvements to land, easements, water rights, timber rights, buildings, building improvements, vehicles, machinery, equipment, works of art and historical treasures, infrastructure, and all other tangible or intangible assets that are used in operations and that have initial useful lives extending beyond a single reporting period. Capital assets are reported in the applicable governmental or business type activities columns in the government-wide Statement of Net Position. Capital assets are recorded at historical cost or estimated historical cost based on appraisals or deflated current replacement cost. Donated capital assets are recorded at estimated fair market value at the date of donation. The costs of normal maintenance and repair that do not add to the value of the asset or materially extend asset lives are not capitalized. Capital assets are defined by the District as assets with an initial, individual cost in excess of the thresholds in the table below.

Capital acquisition and construction are reflected as expenditures in the Governmental Fund statements and

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the related assets are reported as capital assets in the governmental activities column in the government-wide financial statements.

Depreciation is calculated on the straight-line basis for all assets, except land.

The following schedule details the capitalization thresholds:

	Capitalization Policy	Estimated Useful Life
Land	\$ 0	0
Buildings	50,000	40 years
Building improvements	25,000	20 years
Improvements other than buildings	25,000	20 years
Mobile equipment	5,000	5-10 years
Furniture and equipment	5,000	3-7 years
Leased property under capital leases	*	*

(*) The threshold amount will correspond with the amounts for the asset classifications, as listed. See Note 5 for details.

7. Deferred outflows/inflows of resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

Deferred outflows – Pensions

Deferred outflows - Deferred amount on refunding

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Deferred inflows – Pensions

See Note 9 for further details on deferred amounts relating to pensions.

8. Compensated Absences

Employees of the school district accumulate sick leave at a minimum amount as required by state law. A greater amount may be provided by school district policy provided that it does not exceed the provisions for leave as provided in Sections 25-3-93 and 25-3-95. Some employees are allowed personal leave and/or vacation leave in accordance with school district policy. The district pays for unused leave for employees as required by Section 37-7-307(5), Miss. Code Ann. (1972).

The liability for these compensated absences is recorded as a long-term liability in the government-wide statements. The current portion of this liability is estimated based on historical trends. In the fund financial statements, governmental funds report the liability for compensated absences from expendable available financial resources only if the payable has matured, for example, an employee retires.

9. Long-term Liabilities and Bond Discounts/Premiums

In the government-wide financial statements, outstanding debt is reported as liabilities. Bond discounts or premiums and the difference between reacquisition price and the net carrying value of refunded debt

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are capitalized and amortized over the terms of the respective bonds using a method that approximates the effective interest method. The governmental fund financial statements recognize the proceeds of debt and premiums as other financing sources of the current period. Issuance costs are reported as expenditures. See Note 6 for details.

10. Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Public Employees' Retirement System (PERS) and additions to/deductions from PERS' fiduciary net position have been determined on the same basis as they are reported by PERS. For this purpose, the benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

11. Fund Balances

Fund balance for governmental funds is reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

Governmental fund balance is classified as nonspendable, restricted, committed, assigned or unassigned. Following are descriptions of fund classifications used by the district:

Nonspendable fund balance includes items that cannot be spent. This includes activity that is not in a spendable form (inventories, prepaid amounts, long-term portion of loans/notes receivable, or property held for resale unless the proceeds are restricted, committed, or assigned) and activity that is legally or contractually required to remain intact, such as a principal balance in a permanent fund.

Restricted fund balance includes amounts that have constraints placed upon the use of the resources either by an external party or imposed by law through a constitutional provision or enabling legislation.

Committed fund balance includes amounts that can be used only for the specific purposes pursuant to constraints imposed by a formal action of the school board, the district's highest level of decision-making authority. This formal action is the approval of the type and amount of the commitment through a formal order of the school board. Currently the district has no committed fund balances.

Assigned fund balance includes amounts that are constrained by the district's intent to be used for a specific purpose, but are neither restricted nor committed. For governmental funds, other than the general fund, this is the residual amount within the fund that is not restricted or committed. Assignments of fund balance are created by the business manager pursuant to authorization established by formal school board policy.

Unassigned fund balance is the residual classification for the general fund. This classification represents fund balance that has not been assigned to other funds and that has not been restricted, committed, or assigned to specific purposes within the general fund. The general fund should be the only fund that reports a positive unassigned fund balance amount. In other governmental funds, it may be necessary to report a negative unassigned fund balance.

When an expenditure/expense is incurred for purposes for which both restricted and unrestricted (committed, assigned, or unassigned) resources are available, it is the district's general policy to use restricted resources first. When expenditures/expenses are incurred for purposes for which unrestricted (committed, assigned, and unassigned) resources are available, and amounts in any of these unrestricted classifications could be used, it is the district's general policy to spend committed resources first, followed by assigned amounts, and then unassigned amounts.

Note 2 – Cash and Cash Equivalents, Cash with Fiscal Agents, and Investments

The district follows the practice of aggregating the cash assets of various funds to maximize cash management efficiency

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and returns. Restrictions on deposits and investments are imposed by statutes as follows:

Deposits. The school board must advertise and accept bids for depositories no less than once every three years as required by Section 37-7-333, Miss. Code Ann. (1972). The collateral pledged for the school district's deposits in financial institutions is held in the name of the State Treasurer under a program established by the Mississippi State Legislature and is governed by Section 27-105-5, Miss. Code Ann. (1972). Under this program, the entity's funds are protected through a collateral pool administered by the State Treasurer. Financial institutions holding deposits of public funds must pledge securities as collateral against those deposits. In the event of failure of a financial institution, securities pledged by that institution would be liquidated by the State Treasurer to replace the public deposits not covered by the Federal Deposit Insurance Corporation.

Investments. Section 29-3-113 and 37-59-43, Miss. Code Ann. (1972), authorizes the school board to invest excess funds in the types of investments authorized by Section 27-105-33(d) and (e), Miss. Code Ann. (1972). This section permits the following types of investments: (a) certificates of deposit or interest bearing accounts with qualified state depositories; (b) direct United States Treasury obligations; (c) United States Government agency, United States Government instrumentality or United States Government sponsored enterprise obligations, not to exceed fifty percent of all monies invested with maturities of thirty days or longer; (d) direct security repurchase agreements and reverse direct security repurchase agreements of any federal book entry of only those securities enumerated in (b) and (c) above; (e) direct obligations issued by the United States of America that are deemed to include securities of, or other interests in, any open-end or closed-end management type investment company or investment trust approved by the State Treasurer and the Executive Director of the Department of Finance and Administration, not to exceed twenty percent of invested excess funds. Investment income on bond funds (Capital Projects), bond sinking funds (Debt Service Funds) and sixteenth section principal funds (Permanent Funds) must be credited to those funds. Investment income of \$100 or more of any fund must be credited to that fund. Investment income of less than \$100 can be credited to the General Fund.

Cash and Cash Equivalents

The carrying amount of the school district's deposits with financial institutions reported in the governmental funds and fiduciary funds was \$7,889,761 and \$1,435,225, respectively.

Custodial Credit Risk - Deposits. Custodial credit risk is defined as the risk that, in the event of the failure of a financial institution, the district will not be able to recover deposits or collateral securities that are in the possession of an outside party. The district does not have a deposit policy for custodial credit risk. In the event of failure of a financial institution, securities pledged by that institution would be liquidated by the State Treasurer to replace the public deposits not covered by the Federal Deposit Insurance Corporation. Deposits above FDIC coverage are collateralized by the pledging financial institution's trust department or agent in the name of the Mississippi State Treasurer on behalf of the district.

Cash with Fiscal Agents

The carrying amount of school district's cash with fiscal agents held by financial institutions was \$1,839,126.

Investments

As of June 30, 2017, the district had the following investments:

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Investment Type	Rating	Maturities (in years)	Fair Value
U. S. Treasury Notes and Bonds	AA+	Less than 10	\$ 1,199,900
U. S. Government Asset Backed Securities	Unrated	Less than 3	141,542
		Less than 10	288,695
		Less than 15	353,569
Corporate Bonds	A-/AA-	Less than 1	102,828
	AA-/A	Less than 2	100,579
	A	Less than 3	50,470
Municipal Bonds	A+	Less than 5	50,501
	AA/AA-	Less than 10	174,185
U. S. Agency Securities	AA+	Less than 3	100,539
	AA+	Less than 5	97,521
	Unrated	Less than 10	321,910
Total			<u>\$ 2,982,239</u>

The district categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

The district has the following recurring fair value measurements as of June 30, 2017:

- All investments are valued using quoted market prices (Level 1 inputs).

Interest Rate Risk. The district does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Credit Risk. State law limits investments to those prescribed in Sections 27-105-33(d) and 27-105-33(e), Miss. Code Ann. (1972). The district does not have a formal investment policy that would further limit its investment choices or one that addresses credit risk.

Custodial Credit Risk - Investments. Custodial credit risk is defined as the risk that, in the event of the failure of the counterparty, the district will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The district does not have a formal investment policy that addresses custodial credit risk.

Concentration of Credit Risk. Disclosure of investments by amount and issuer for any issuer that represents five percent or more of total investments is required. This requirement does not apply to investments issued or explicitly guaranteed by the U.S. government, investments in mutual funds and external investment pools, and other pooled investments.

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Note 3 – Inter-fund Receivables, Payables and Transfers

The following is a summary of inter-fund transactions and balances:

A. Due From/To Other Funds

Receivable Fund	Payable Fund	Amount
General Fund	Title I Fund	\$ 768,554
	Other governmental funds	215,849
	Fiduciary funds	2,761
Fiduciary Funds	General Fund	1,105
Total		<u>\$ 988,269</u>

The amounts primarily represent inter-fund balances created by loans from the General Fund to special revenue funds to provide adequate cash flow for those funds operating on an expenditure reimbursement basis. Cash is loaned to the funds for operational purposes, and the loans are repaid after reimbursement for grant expenditures is received. Also included are amounts due to/from clearing accounts from/to the General Fund.

B. Advances To/From Other Funds

Receivable Fund	Payable Fund	Amount
16th Section Principal Fund	General Fund	\$ 978,459
		<u>\$ 978,459</u>

The purpose of the advances to/from other funds was to purchase school buses and to make facility improvements.

Note: The sixteenth section principal loan payments are not reflected on the Statement of Net Position because these funds were borrowed by the General Fund from the 16th Section Principal Fund (permanent fund) in accordance with Section 29-3-113, Miss. Code Ann. (1972). The revenues and expenditures associated with these transactions are reflected on the Statement of Revenues, Expenditures and Changes in Fund Balances. The advances yield an annual interest rate of 4%.

The following is a schedule by years of the total payments due on this debt:

Year Ending June 30	Principal	Interest	Total
2018	\$ 53,662	37,544	91,206
2019	54,829	36,378	91,207
2020	56,042	35,165	91,207
2021	57,304	33,903	91,207
2022	58,616	32,591	91,207
2023 - 2027	241,175	125,562	366,737
2028 - 2032	233,808	73,395	307,203
Thereafter	223,023	22,740	245,763
Total	<u>\$ 978,459</u>	<u>397,278</u>	<u>1,375,737</u>

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Notes to the Financial Statements
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C. Inter-fund Transfers

Transfers Out	Transfers In	Amount
General Fund	Other governmental funds	\$ 694,683
Title I Fund	General Fund	120,000
Total		<u>\$ 814,683</u>

Transfers represent indirect costs from special revenue funds transferred to the General Fund and operational transfers.

Note 4 – Restricted Assets

The restricted assets represent the cash balance, totaling \$128,332, the cash with fiscal agents balance, totaling \$50,029, the investment balance, totaling \$1,782,339, and the accrued interest balance, totaling \$7,751, of the Sixteenth Section Principal Fund (Permanent Fund), which is legally restricted and may not be used for purposes that support the district's programs. In addition, the restricted assets represent the cash with fiscal agents balance of \$373,435 and the accrued interest balance of \$159 of the MAEP Retirement Fund. The restricted assets also represent the cash with fiscal agents balance of \$1,402,239 in the 2009 Qualified School Construction Bond (QSCB) Fund. Also included in restricted assets are cash of \$1, cash with fiscal agents totaling \$13,423, investments of \$1,199,900, and accrued interest of \$3,136 in the 2010 Qualified School Construction Bond (QSCB) Fund. Restricted Assets total \$4,960,744.

Note 5 – Capital Assets

The following is a summary of changes in capital assets for governmental activities:

	Balance 7/1/2016	Increases	Decreases	Adjustments	Balance 6/30/2017
Governmental Activities:					
<u>Non-depreciable capital assets:</u>					
Land	\$ 522,861				522,861
Total non-depreciable capital assets	522,861	-	-		522,861
<u>Depreciable capital assets:</u>					
Buildings	38,928,173				38,928,173
Building improvements	1,637,367				1,637,367
Improvements other than buildings	6,731,081				6,731,081
Mobile equipment	3,440,215		66,989	16,424	3,389,650
Furniture and equipment	4,901,693	43,129	312,156	30,016	4,662,682
Total depreciable capital assets	55,638,529	43,129	379,145	46,440	55,348,953
<u>Less accumulated depreciation for:</u>					
Buildings	15,184,922	611,941			15,796,863
Building improvements	425,365	65,495			490,860
Improvements other than buildings	1,999,370	238,981			2,238,351
Mobile equipment	2,458,753	168,613	60,291	5,279	2,572,354
Furniture and equipment	4,552,110	103,463	308,058	12,657	4,360,172
Total accumulated depreciation	24,620,520	1,188,493	368,349	17,936	25,458,600
Total depreciable capital assets, net	31,018,009	(1,145,364)	10,796	28,504	29,890,353
Governmental activities capital assets, net	\$ 31,540,870	(1,145,364)	10,796	28,504	30,413,214

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Depreciation expense was charged to the following governmental functions:

	Amount
Governmental activities:	
Instruction	\$ 19,792
Support services	1,118,027
Non-instructional	50,674
Total depreciation expense - Governmental activities	<u>\$ 1,188,493</u>

Note 6 – Long-term Liabilities

The following is a summary of changes in long-term liabilities and other obligations for governmental activities:

	Balance July 1, 2016	Additions	Reductions	Balance June 30, 2017	Amounts due within one year
A. General obligation bonds payable	\$ 3,820,000		1,290,000	2,530,000	1,375,000
B. Limited obligation bonds payable	1,895,000		718,000	1,177,000	1,177,000
C. Three mill notes payable	2,340,000		345,000	1,995,000	355,000
D. Shortfall notes payable	129,979		42,416	87,563	43,322
E. Qualified school construction bonds payable	6,000,000			6,000,000	
F. Compensated absences payable	209,221		13,454	195,767	
Subtotal	<u>14,394,200</u>	-	<u>2,408,870</u>	<u>11,985,330</u>	<u>2,950,322</u>
Add: Premiums on bonds	\$ 108,557		40,989	67,568	
	<u>14,502,757</u>	-	<u>2,449,859</u>	<u>12,052,898</u>	<u>2,950,322</u>

A. General obligation bonds payable

General obligation bonds are direct obligations and pledge the full faith and credit of the school district. General obligation bonds currently outstanding are as follows:

Description	Interest Rate	Issue Date	Maturity Date	Amount Issued	Amount Outstanding
1. General obligation refunding series 2013	3.00%	10-Sep-13	15-Apr-19	\$ 3,375,000	\$ 1,665,000
2. General obligation refunding series 2010	1.0 - 3.0%	1-Apr-11	1-Apr-18	6,355,000	865,000
Total				<u>\$ 9,730,000</u>	<u>\$ 2,530,000</u>

The amount of bonded indebtedness that can be incurred by the school district is limited by Sections 37-59-5 and 37-59-7, Miss. Code Ann. (1972). Total outstanding bonded indebtedness during a year can be no greater than 15% of the assessed value of the taxable property within such district, according to the last completed assessment for taxation, unless certain conditions, as set forth in Section 37-59-7, Miss. Code Ann. (1972) have been met. As of June 30, 2017, the amount of outstanding bonded indebtedness was equal to less than 1% of property assessments as of October 1, 2016.

The following is a schedule by years of the total payments due on this debt:

- General obligation refunding bond issue of September 10, 2013:

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Year Ending June 30	Principal	Interest	Total
2018	\$ 510,000	49,950	559,950
2019	1,155,000	34,650	1,189,650
Total	<u>\$ 1,665,000</u>	<u>84,600</u>	<u>1,749,600</u>

This debt will be retired from the Bond Retirement Fund (debt service fund).

2. General obligation refunding bond issue of April 1, 2011:

Year Ending June 30	Principal	Interest	Total
2018	\$ 865,000	25,950	890,950
Total	<u>\$ 865,000</u>	<u>25,950</u>	<u>890,950</u>

This debt will be retired from the Bond Retirement Fund (debt service fund).

Total general obligation bond payments for all issues:

Year Ending June 30	Principal	Interest	Total
2018	\$ 1,375,000	75,900	1,450,900
2019	1,155,000	34,650	1,189,650
Total	<u>\$ 2,530,000</u>	<u>110,550</u>	<u>2,640,550</u>

B. Limited obligation bonds payable

Limited obligation bonds are direct obligations and pledge the full faith and credit of the school district. Limited obligation bonds currently outstanding are as follows:

Description	Interest Rate	Issue Date	Maturity Date	Amount Issued	Amount Outstanding
State aid capital refunding bonds series 2008	3.34%	31-Jul-08	1-Feb-18	\$ 5,973,000	\$ 1,177,000
Total				<u>\$ 5,973,000</u>	<u>\$ 1,177,000</u>

The following is a schedule by years of the total payments due on this debt:

Limited obligation bond issue of July 31, 2008:

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Year Ending June 30	Principal	Interest	Total
2018	\$ 1,177,000	26,921	1,203,921
Total	\$ 1,177,000	26,921	1,203,921

The state aid capital improvement bonds are secured by an irrevocable pledge of certain revenues the district receives from the State of Mississippi pursuant to the Mississippi Accountability and Adequate Education Program Act, Sections 37-151-1 through 37-151-7, Miss. Code Ann. (1972). The state aid capital improvement bonds are not included in the computation of the debt limited percentage. This debt will be retired from the Bond Retirement Fund (debt service fund).

C. Three mill notes payable

Debt currently outstanding is as follows:

Description	Interest Rate	Issue Date	Maturity Date	Amount Issued	Amount Outstanding
1. Limited tax notes, series 2011	2.84%	7-Mar-11	9-Mar-19	\$ 1,000,000	\$ 300,000
2. Limited tax notes, series 2012	2.42%	15-Jun-12	15-Jun-25	2,700,000	1,695,000
Total				\$ 3,700,000	\$ 1,995,000

The following is a schedule by years of the total payments due on this debt:

1. Limited tax notes of March 7, 2011:

Year Ending June 30	Principal	Interest	Total
2018	\$ 150,000	8,520	158,520
2019	150,000	4,260	154,260
Total	\$ 300,000	12,780	312,780

This debt will be retired from the Three Mill Note Debt Service Fund (debt service fund).

2. Limited tax notes of June 15, 2012:

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Year Ending June 30		Principal	Interest	Total
2018	\$	205,000	41,888	246,888
2019		210,000	38,300	248,300
2020		210,000	34,363	244,363
2021		215,000	30,163	245,163
2022		220,000	25,056	245,056
2023-2025		635,000	38,757	673,757
Total	\$	1,695,000	208,527	1,903,527

This debt will be retired from the Three Mill Note Debt Service Fund (debt service fund).

Total three mill notes payable for all issues:

Year Ending June 30		Principal	Interest	Total
2018	\$	355,000	50,408	405,408
2019		360,000	42,560	402,560
2020		210,000	34,363	244,363
2021		215,000	30,163	245,163
2022		220,000	25,056	245,056
2023-2025		635,000	38,757	673,757
Total	\$	1,995,000	221,307	2,216,307

D. Shortfall notes payable

Debt currently outstanding is as follows:

Description	Interest Rate	Issue Date	Maturity Date	Amount Issued	Amount Outstanding
Revenue shortfall note, series 2015	2.09%	9-Oct-15	9-Oct-18	\$ 129,979	\$ 87,563
Total				\$ 129,979	\$ 87,563

The following is a schedule by years of the total payments due on this debt:

Revenue shortfall note issue of October 9, 2015:

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Year Ending June 30	Principal	Interest
2018	\$ 43,322	1,856
2019	44,241	937
Total	<u>\$ 87,563</u>	<u>2,793</u>

The debt will be retired from the Shortfall Note Retirement Fund (debt service fund).

E. Qualified school construction bonds payable

As more fully explained in Note 15, debt has been issued by the school district that qualifies as Qualified School Construction Bonds. Debt currently outstanding is as follows:

Description	Interest Rate	Issue Date	Maturity Date	Amount Issued	Amount Outstanding
Qualified School Construction Bonds,					
1. Series 2009	0.94%	15-Sep-09	15-Sep-24	\$ 3,000,000	3,000,000
Qualified School Construction Bonds,					
2. Series 2010	1.25%	1-Dec-10	1-Dec-25	\$ 3,000,000	3,000,000
				<u>\$ 6,000,000</u>	<u>6,000,000</u>

The following is a schedule by years of the total payments due on this debt:

1. Qualified School Construction Bonds of September 15, 2009:

Year Ending June 30	Principal	Interest	Total
2018	\$ -	28,200	28,200
2019	-	28,200	28,200
2020	-	28,200	28,200
2021	-	28,200	28,200
2022	-	28,200	28,200
2023-2025	3,000,000	84,600	3,084,600
Total	<u>\$ 3,000,000</u>	<u>225,600</u>	<u>3,225,600</u>

This debt will be retired from the 2009 QSCB Retirement Fund (debt service fund).

2. Qualified School Construction Bonds of December 1, 2010

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Year Ending June 30	Principal	Interest	Total
2018	\$ -	165,000	165,000
2019	-	165,000	165,000
2020	-	165,000	165,000
2021	-	165,000	165,000
2022	-	165,000	165,000
2023-2026	3,000,000	660,000	3,660,000
Total	<u>\$ 3,000,000</u>	<u>1,485,000</u>	<u>4,485,000</u>

This debt will be retired from the 2010 QSCB Retirement Fund (debt service fund).

Total qualified school construction bonds for all issues:

Year Ending June 30	Principal	Interest	Total
2018	\$ -	193,200	193,200
2019	-	193,200	193,200
2020	-	193,200	193,200
2021	-	193,200	193,200
2022	-	193,200	193,200
2023-2026	6,000,000	744,600	6,744,600
Total	<u>\$ 6,000,000</u>	<u>1,710,600</u>	<u>7,710,600</u>

The series 2009 and 2010 Qualified School Construction Bonds are secured by an irrevocable pledge of certain revenues the district receives from the State of Mississippi in the form of Education Enhancement Funds pursuant to Code Section 37-61-33(2)(d), Miss. Code Ann. (1972).

The School District has pledged a portion of future state Education Enhancement Fund revenue to repay \$6,000,000 in Qualified School Construction Bonds. \$3,000,000 was issued September 15, 2009, and another \$3,000,000 was issued December 1, 2010. Proceeds from the bonds were used to finance capital improvements made to the District's buildings. The bonds are payable solely from the future revenues of the State Education Enhancement Fund and other district funds and are payable through September 15, 2024, and December 1, 2025, respectively. Annual principal and interest payments on the bonds are expected to require all of such state revenues, with the remaining amounts to be paid through revenues received from a local debt service tax levy. As further explained in Note 15, minimum total annual sinking fund payments remaining to be paid on the Series 2009 bonds is \$1,600,000, while the minimum total annual sinking fund payments remaining to be paid on the Series 2010 bonds is \$1,800,000.

Sinking fund payments for the current year and the total Education Enhancement Fund pledged revenues were \$584,094 and \$173,863, respectively.

F. Compensated absences payable

As more fully explained in Note 1(E)(8), compensated absences payable is adjusted on an annual basis as required by Section 37-7-307(5), Miss. Code Ann. (1972). Compensated absences will be paid from the fund from which the employees' salaries were paid.

HATTIESBURG PUBLIC SCHOOL DISTRICT
Notes to the Financial Statements
For Year Ended June 30, 2017

Note 7 – Short Term Financing

During the year the school district participated in the following short-term financing for the purpose of revenue anticipation:

Description	Balance July 1, 2016	Additions	Deletions	Balance June 30, 2017
Revenue anticipation note	\$ -	5,000,000	5,000,000	-
	\$ -	5,000,000	5,000,000	-

The school district issued a revenue anticipation note payable to a local bank in the maximum amount of \$6,000,000 at an annual interest rate of 1.36%, giving the district the ability to draw down monies as needed to correct negative cash flow amounts. The district drew down a total of \$5,000,000 from the period August 9, 2016 through September 8, 2016. The note was repaid in full on April 7, 2017.

Note 8 – Other Commitments

The district has operating leases for the following:

1. Forty-one (41) copiers

Lease expenditures for copiers for the year ended June 30, 2017, amounted to \$139,862. The district paid in full an operating lease for seven hundred twenty-five (725) student computers at a total amount of \$74,259 during the 2016-2017 year.

Future lease payments for these copier leases are as follows:

Year Ending June 30	Amount
2018	\$ 111,511
2019	94,059
2020	24,279
2021	5,945
Total	\$ 235,794

Note 9 – Defined Benefit Pension Plan

General Information about the Pension Plan

Plan Description. The school district contributes to the Public Employees' Retirement System of Mississippi (PERS), a cost-sharing multiple-employer defined benefit pension plan. PERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Plan provisions and the Board of Trustees' authority to determine contribution rates are established by Miss. Code Ann. Section 25-11-1 et seq., (1972, as amended) and may be amended only by the Mississippi Legislature. PERS issues a publicly available financial report that includes financial statements and required supplementary information. That report may be obtained by writing to Public Employees' Retirement System of Mississippi, PERS Building, 429 Mississippi Street, Jackson, MS 39201 or by calling (601) 359-3589 or 1-800-444-PERS.

Benefits provided. Membership in PERS is a condition of employment granted upon hiring for qualifying employees and officials of the State of Mississippi, state universities, community and junior colleges, and teachers and employees of the public school districts. For those persons employed by political subdivisions and instrumentalities of the State of Mississippi,

HATTIESBURG PUBLIC SCHOOL DISTRICT
Notes to the Financial Statements
For Year Ended June 30, 2017

membership is contingent upon approval of the entity's participation in PERS by the PERS' Board of Trustees. If approved, membership for the entity's employees is a condition of employment and eligibility is granted to those who qualify upon hiring. Participating members who are vested and retire at or after age 60 or those who retire regardless of age with at least 30 years of creditable service (25 years of creditable service for employees who became members of PERS before July 1, 2011) are entitled, upon application, to an annual retirement allowance payable monthly for life in an amount equal to 2.0 percent of their average compensation for each year of creditable service up to and including 30 years (25 years for those who became members of PERS before July 1, 2011), plus 2.5 percent for each additional year of creditable service with an actuarial reduction in the benefit for each year of creditable service below 30 years or the number of years in age that the member is below 65, whichever is less. Average compensation is the average of the employee's earnings during the four highest compensated years of creditable service. Benefits vest upon completion of eight years of membership service (four years of membership service for those who became members of PERS before July 1, 2007). PERS also provides certain death and disability benefits. A Cost-of-Living Adjustment (COLA) payment is made to eligible retirees and beneficiaries. The COLA is equal to 3.0 percent of the annual retirement allowance for each full fiscal year of retirement up to the year in which the retired member reaches age 60 (55 for those who became members of PERS before July 1, 2011), with 3.0 percent compounded for each fiscal year thereafter. Plan provisions are established and may be amended only by the State of Mississippi Legislature.

Contributions. PERS members are required to contribute 9.00% of their annual covered salary, and the school district is required to contribute at an actuarially determined rate. The employer's rate as of June 30, 2017 was 15.75% of annual covered payroll. Plan provisions and the Board of Trustees' authority to determine contribution rates are established by Section 25-11-1 of the Mississippi Code of 1972, as amended, and may be amended only by the Mississippi Legislature. The school district's contributions to PERS for the fiscal years ending June 30, 2017, 2016 and 2015 were \$3,710,713, \$4,320,459 and \$4,323,770, respectively, which equaled the required contributions for each year.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At June 30, 2017, the school district reported a liability of \$76,594,387 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2016, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The District's proportion of the net pension liability was based on a projection of the school district's long-term share of contribution to the pension plan relative to projected contributions of all participating entities, actuarially determined. The school district's proportionate share used to calculate the June 30, 2017 net pension liability was 0.4288 percent, which was based on a measurement date of June 30, 2016. This is a 0.0106% decrease from the proportionate share used to calculate the June 30, 2016 net pension liability, which was based on a measurement date of June 30, 2015.

For the year ended June 30, 2017, the District recognized pension expense of \$9,601,976. At June 30, 2017 the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 2,216,320	\$
Net difference between projected and actual earnings on pension plan investments	1,262,995	
Changes of assumptions	2,705,438	203,536
Changes in proportion and differences between District contributions and proportionate share of contributions	4,204,985	1,216,636
District contributions subsequent to the measurement date	3,710,713	
Total	\$ <u>14,100,451</u>	\$ <u>1,420,172</u>

\$3,710,713 reported as deferred outflows of resources related to pensions resulting from school district contributions subsequent to the measurement date will be recognized as a reduction to the net pension liability in the year ended June

HATTIESBURG PUBLIC SCHOOL DISTRICT
Notes to the Financial Statements
For Year Ended June 30, 2017

30, 2018. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ending June 30:	
2018	\$ 3,902,661
2019	3,699,360
2020	(145,594)
2021	1,513,139

Actuarial assumptions. The total pension liability in the June 30, 2016 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	3.00 percent
Salary increases	3.75-19.00 percent, including inflation
Investment rate of return	7.75 percent, net of pension plan investment expense, including inflation

Mortality rates were based on the RP-2014 Healthy Annuitant Blue Collar Table Projected with Scale BB to 2016, with males rates set forward one year.

The actuarial assumptions used in the June 30, 2016 valuation were based on the results of an actuarial experience study for the period July 1, 2010 to June 30, 2014. The experience report is dated May 4, 2015.

The long-term expected rate of return on pension plan investments was determined using a log-normal distribution analysis in which best-estimate ranges of expected future real rates of return (expected nominal returns, net of pension plan investment expense and the assumed rate of inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target asset allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

<u>Asset Class</u>	<u>Target Allocation</u>		<u>Long-Term Expected Real Rate of Return</u>	
U.S. Broad	34	%	5.20	%
International Equity	19		5.00	
Emerging Markets Equity	8		5.45	
Fixed Income	20		0.25	
Real Assets	10		4.00	
Private Equity	8		6.15	
Cash	1		(0.50)	
Total	100	%		

Discount rate. The discount rate used to measure the total pension liability was 7.75 percent. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate and that Employer contributions will be made at the current employer contribution rate. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

HATTIESBURG PUBLIC SCHOOL DISTRICT
Notes to the Financial Statements
For Year Ended June 30, 2017

Sensitivity of the District's proportionate share of the net pension liability to changes in the discount rate. The following presents the District's proportionate share of the net pension liability calculated using the discount rate of 7.75 percent, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.75 percent) or 1-percentage-point higher (8.75 percent) than the current rate:

	1% Decrease (6.75%)	Current Discount Rate (7.75%)	1% Increase (8.75%)
District's proportionate share of the net pension liability	\$ 98,211,177	\$ 76,594,387	\$ 58,659,458

Pension plan fiduciary net position. Detailed information about the pension plan's fiduciary net position is available in the separately issued PERS financial report.

Note 10 – Sixteenth Section Lands

Sixteenth section school lands, or lands granted in lieu thereof, constitute property held in trust for the benefit of the public schools. The school board, under the general supervision of the Office of the Secretary of State, has control and jurisdiction of said school trust lands and of all funds arising from any disposition thereof. It is the duty of the school board to manage the school trust lands and all funds arising therefrom as trust property. Accordingly, the board shall assure that adequate compensation is received for all uses of the trust lands, except for uses by the public schools. The following are the future rental payments to be made to the school district for the use of school trust lands. These future rental payments are from existing leases and do not anticipate renewals or new leases.

Year Ending June 30	Amount
2018	\$ 47,868
2019	47,868
2020	47,868
2021	47,868
2022	47,868
2023 – 2027	235,758
2028 – 2032	217,579
2033 - 2037	189,599
Thereafter	176,003
Total	<u>\$ 1,058,279</u>

Note 11 – Prior Period Adjustments

A summary of significant Net Position/Fund Balance adjustments is as follows:

Exhibit B - Statement of Activities

Explanation	Amount
1. Reclassification of a prior period asset or liability	\$ (162,965)
2. Prior period adjustment to include certain depreciable assets	28,504
	<u>\$ (134,461)</u>

HATTIESBURG PUBLIC SCHOOL DISTRICT
Notes to the Financial Statements
For Year Ended June 30, 2017

Exhibit D – Statement of Revenues, Expenditures and Changes in Fund Balances

Fund	Explanation	Amount
General Fund	Reclassification of a prior year asset or liability	\$ (26,012)
Title I Fund	Reclassification of a prior year liability	(50,165)
Digital Learning Grant	Reclassification of a prior year liability	(5,901)
Other governmental funds	Reclassification of a prior year liability	(80,887)
		<u>\$ (162,965)</u>

Note 12 – Contingencies

Federal Grants – The school district has received federal grants for specific purposes that are subject to audit by the grantor agencies. Entitlements to these resources are generally conditional upon compliance with the terms and conditions of the grant agreements and applicable federal regulations, including the expenditure of resources for allowable purposes. Any disallowances resulting from the grantor audit may become a liability of the school district.

Litigation – The school district is party to legal proceedings, many of which occur in the normal course of governmental operations. It is not possible at the present time to estimate the outcome or liability, if any, of the school district with respect to the various proceedings. However, the school district's legal counsel believes that ultimate liability resulting from these lawsuits will not have a material adverse effect on the financial condition of the school district.

Note 13 – Risk Management

The school district is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; injuries to employees; and natural disasters. Except as described below, the district carries commercial insurance for these risks. Settled claims resulting from these insured risks have not exceeded commercial insurance coverage in any of the past three fiscal years.

The school district is a member of the Mississippi Municipal Workers' Compensation Group (MMWCG). The group is a risk-sharing pool; such a pool is frequently referred to as a self-insurance pool. MMWCG covers risks of loss arising from injuries to the school district's employees. The Mississippi Workers' Compensation Commission requires that an indemnity agreement be executed by each member in a workers' compensation self-insurance pool for the purpose of jointly and severally binding the pool and each of the employers comprising the group to meet the workers' compensation obligations of each member. Each member of the MMWCG contributes quarterly to a fund held in trust. The funds in the trust account are used to pay any claim up to \$500,000. For a claim exceeding \$500,000, MMWCG has insurance which will pay the excess up to the statutory amount required by the Mississippi Workers' Compensation Commission Act. If total claims during a year were to deplete the trust account, then the pool members would be required to pay for the deficiencies. The district has not had an additional assessment for excess losses incurred by the pool.

Note 14 – Effect of Deferred Amounts on Net Position

The unrestricted net position amount of (\$62,563,053) includes the effect of deferring the recognition of expenses resulting from a deferred outflow from pensions. \$10,389,738 of deferred outflow of resources balance at June 30, 2017, will be recognized as expense and will decrease the unrestricted net position over the next four (4) years. The net investment in capital assets net position amount of \$23,081,251 includes the effect of deferring the recognition of expenditures resulting from a deferred outflow from advance refunding of school district debt. The \$17,605 balance of deferred outflows relating to deferred amounts on refunding at June 30, 2017, will be recognized as an expense and decrease the net investment in capital assets net position over the next 2 years.

The unrestricted net position amount of (\$62,563,053) includes the effect of deferring the recognition of revenues resulting from a deferred inflow from pensions. The \$1,420,172 balance of deferred inflow of resources at June 30, 2017, will be recognized as revenue and will increase the unrestricted net position over the next three (3) years.

Note 15 – Qualified School Construction Bonds

Section 1521 of the American Recovery and Reinvestment Act (ARRA) of 2009 provides for a source of capital at no or at nominal interest rates for costs incurred by certain public schools in connection with the construction, rehabilitation or repair of a public school facility or for the acquisition of land where a school will be built. Investors receive Federal income tax

HATTIESBURG PUBLIC SCHOOL DISTRICT
Notes to the Financial Statements
For Year Ended June 30, 2017

credits at prescribed tax credit rates in lieu of interest, which essentially allows state and local governments to borrow without incurring interest costs. While Qualified School Construction Bonds (QSCBs) are intended to be interest free to a borrower, the ARRA legislation allows a lender to charge supplemental interest, and such supplemental interest is the responsibility of the school district.

When the stated interest rate on the QSCB results in interest payments that exceed the supplemental interest payments discussed in the preceding paragraph, the school district may apply for a direct cash subsidy payment from the U. S. Treasury, which is intended to reduce the stated interest rate to a nominal percentage. These subsidy payments do not include the amount of any supplemental interest paid on a QSCB. For the year ended June 30, 2017, the subsidy payments amounted to \$140,488.

The school district makes equal annual payments into a sinking fund which is used to pay off the bonds at termination. The current maturity limit of tax credit bonds is 17 years, per the U. S. Treasury Department. Under this program, ten percent of the proceeds must be subject to a binding commitment to be spent within six months of issuance and 100% must be spent within three years. Up to two percent of bond proceeds can be used to pay costs of issuance. The amount on deposit at June 30, 2016 was \$2,618,699, which includes cash with fiscal agents, investments, and accrued interest. The amount accumulated in the sinking fund at the end of the seventeen-year period will be sufficient to retire the debt. The following schedule reports the annual deposits to be made to the sinking fund by the school district.

<u>Year Ending</u>		<u>2009 Series</u>	<u>2010 Series</u>	<u>Total</u>
<u>June 30</u>				
2018	\$	200,000	200,000	400,000
2019		200,000	200,000	400,000
2020		200,000	200,000	400,000
2021		200,000	200,000	400,000
2022-2026		800,000	1,000,000	1,800,000
	\$	<u>1,600,000</u>	<u>1,800,000</u>	<u>3,400,000</u>

Note 16 – Insurance Loss Recoveries

The Hattiesburg Public School District received \$5,947 in insurance loss recoveries related to bus damages sustained in a bus accident during the 2016-2017 fiscal year. In the government-wide Statement of Activities, the insurance loss recoveries were reported as charges for services and allocated among the expense functions based on the following percentages:

<u>Insurance Loss</u>	<u>Recoveries</u>	<u>Percentage</u>	<u>Expense Function</u>
\$	5,947	100%	Support services
\$	<u>5,947</u>	<u>100%</u>	

Note 17 - Subsequent Events

Events that occur after the Statement of Net Position date but before the financial statements are available to be issued must be evaluated for recognition or disclosure. The effects of subsequent events that provide evidence about conditions that existed at the Statement of Net Position date are recognized in the accompanying financial statements. Subsequent events which provide evidence about conditions that existed after the Statement of Net Position date require disclosure in the accompanying notes. Management of the Hattiesburg Public School District evaluated the activity of the district through December 5, 2017, (the date the financial statements were available to be issued), and determined that no events have occurred requiring disclosure in the notes to the financial statements.

REQUIRED SUPPLEMENTARY INFORMATION

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HATTIESBURG PUBLIC SCHOOL DISTRICT

Required Supplementary Information

Budgetary Comparison Schedule

General Fund

For the Year Ended June 30, 2017

	Budgeted Amounts		Actual (GAAP Basis)	Variances	
				Positive (Negative)	
	Original	Final		Original to Final	Final to Actual
Revenues:					
Local sources	\$ 16,950,380	17,420,685	17,420,685	470,305	0
Intermediate sources	25,000	0	0	(25,000)	0
State sources	19,080,999	18,770,920	18,302,873	(310,079)	(468,047)
Federal sources	119,000	98,885	98,885	(20,115)	0
Sixteenth section sources	80,000	81,129	81,129	1,129	0
Total Revenues	36,255,379	36,371,619	35,903,572	116,240	(468,047)
Expenditures:					
Instruction	19,655,470	18,180,341	18,250,841	1,475,129	(70,500)
Support services	13,717,939	11,790,245	11,845,777	1,927,694	(55,532)
Noninstructional services	118,494	119,946	140,010	(1,452)	(20,064)
Sixteenth section	12,000	10,649	10,649	1,351	0
Debt service:					
Principal	66,250	52,541	0	13,709	52,541
Interest	15,000	74,250	74,250	(59,250)	0
Total Expenditures	33,585,153	30,227,972	30,321,527	3,357,181	(93,555)
Excess (Deficiency) of Revenues over (under) Expenditures	2,670,226	6,143,647	5,582,045	3,473,421	(561,602)
Other Financing Sources (Uses):					
Insurance loss recoveries	0	5,947	5,947	5,947	0
Sale of other property	0	2,000	2,000	2,000	0
Operating transfers in	5,415,656	5,163,084	120,000	(252,572)	(5,043,084)
Operating transfers out	(6,328,767)	(6,205,814)	(694,683)	122,953	5,511,131
Total Other Financing Sources (Uses)	(913,111)	(1,034,783)	(566,736)	(121,672)	468,047
Net Change in Fund Balances	1,757,115	5,108,864	5,015,309	3,351,749	(93,555)
Fund Balances:					
July 1, 2016, as originally reported	0	1,026,836	1,026,836	1,026,836	0
Prior period adjustments		(24,820)	(26,012)	(24,820)	(1,192)
July 1, 2016, as restated	0	1,002,016	1,000,824	1,002,016	(1,192)
Increase in reserve for inventory	0	0	47,208	0	47,208
June 30, 2017	\$ 1,757,115	6,110,880	6,063,341	4,353,765	(47,539)

The notes to the required supplementary information are an integral part of this schedule.

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HATTIESBURG PUBLIC SCHOOL DISTRICT

Required Supplementary Information

Budgetary Comparison Schedule

Title I Fund

For the Year Ended June 30, 2017

	Budgeted Amounts		Actual (GAAP Basis)	Variances Positive (Negative)	
	Original	Final		Original to Final	Final to Actual
Revenues:					
Federal sources	\$ 2,979,629	4,138,075	3,146,231	1,158,446	(991,844)
Total Revenues	2,979,629	4,138,075	3,146,231	1,158,446	(991,844)
Expenditures:					
Instruction	1,397,537	1,845,755	1,436,538	(448,218)	409,217
Support services	1,416,530	2,010,404	1,482,728	(593,874)	527,676
Noninstructional services	105,388	107,993	56,800	(2,605)	51,193
Total Expenditures	2,919,455	3,964,152	2,976,066	(1,044,697)	988,086
Excess (Deficiency) of Revenues over (under) Expenditures	60,174	173,923	170,165	113,749	(3,758)
Other Financing Sources (Uses):					
Operating transfers in	100,000	100,000	0	0	(100,000)
Operating transfers out	(150,811)	(175,912)	(120,000)	(25,101)	55,912
Total Other Financing Sources (Uses)	(50,811)	(75,912)	(120,000)	(25,101)	(44,088)
Net Change in Fund Balances	9,363	98,011	50,165	88,648	(47,846)
Fund Balances:					
July 1, 2016, as originally reported	0	0	0	0	0
Prior period adjustments	0	0	(50,165)	0	(50,165)
July 1, 2016, as restated	0	0	(50,165)	0	(50,165)
June 30, 2017	\$ 9,363	98,011	0	88,648	(98,011)

The notes to the required supplementary information are an integral part of this schedule.

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HATTIESBURG PUBLIC SCHOOL DISTRICT

Required Supplementary Information

Budgetary Comparison Schedule

Digital Learning Grant

For the Year Ended June 30, 2017

	Budgeted Amounts		Actual (GAAP Basis)	Variances Positive (Negative)	
	Original	Final		Original to Final	Final to Actual
Revenues:					
State sources	\$ 0	0	0	0	0
Total Revenues	0	0	0	0	0
Expenditures:					
Instruction	337,265	469,056	469,056	(131,791)	0
Support services	162,735	172,156	172,156	(9,421)	0
Total Expenditures	500,000	641,212	641,212	(141,212)	0
Excess (Deficiency) of Revenues over (under) Expenditures	(500,000)	(641,212)	(641,212)	(141,212)	0
Net Change in Fund Balances	(500,000)	(641,212)	(641,212)	(141,212)	0
Fund Balances:					
July 1, 2016, as originally reported	647,113	647,113	647,113	0	0
Prior period adjustments	0	(5,901)	(5,901)	(5,901)	0
July 1, 2016, as restated	647,113	641,212	641,212	(5,901)	0
June 30, 2017	\$ 147,113	0	0	(147,113)	0

The notes to the required supplementary information are an integral part of this schedule.

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HATTIESBURG PUBLIC SCHOOL DISTRICT**Required Supplementary Information****SCHEDULE OF THE DISTRICT'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY****PERS****Last 10 Fiscal Years***

	2017	2016	2015
District's proportion of the net pension liability (asset)	0.4288%	0.4394%	0.4151%
District's proportionate share of the net pension liability (asset)	\$ 76,594,387	67,922,575	51,058,006
District's covered payroll	27,431,486	27,452,508	25,364,660
District's proportionate share of the net pension liability (asset) as a percentage of its covered payroll	279.22%	247.42%	201.30%
Plan fiduciary net position as a percentage of the total pension liability	57%	62%	67%

The notes to the required supplementary information are an integral part of this schedule.

* The amounts presented for each fiscal year were determined as of the measurement date of 6/30 of the year prior to the fiscal year presented.

This schedule is presented to illustrate the requirement to show information for 10 years. However, GASB Statement No. 68 was implemented in FYE 6/30/15, and, until a full 10-year trend is compiled, the District has only presented information in the years for which information is available.

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HATTIESBURG PUBLIC SCHOOL DISTRICT**Required Supplementary Information****SCHEDULE OF DISTRICT CONTRIBUTIONS****PERS****Last 10 Fiscal Years**

	2017	2016	2015
Contractually required contribution	\$ 3,710,713	4,320,459	4,323,770
Contributions in relation to the contractually required contribution	3,710,713	4,320,459	4,323,770
Contribution deficiency (excess)	\$ 0	0	0
District's covered payroll	23,560,083	27,431,486	27,452,508
Contributions as a percentage of covered payroll	15.75%	15.75%	15.75%

The notes to the required supplementary information are an integral part of this schedule.

This schedule is presented to illustrate the requirement to show information for 10 years. However, GASB Statement No. 68 was implemented in FYE 6/30/2015, and, until a full 10-year trend is compiled, the District has only presented information for the years in which information is available.

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HATTIESBURG PUBLIC SCHOOL DISTRICT
Notes to the Required Supplementary Information
For Year Ended June 30, 2017

Budgetary Comparison Schedule

(1) Basis of Presentation

The Budgetary Comparison Schedule presents the original legally adopted budget, the final legally adopted budget, the actual data on the GAAP basis, variances between the original budget and the final budget, and variances between the final budget and the actual data.

(2) Budget Amendments and Revisions

The budget is adopted by the school board and filed with the taxing authority. Amendments can be made on the approval of the school board. By statute, final budget revisions must be approved on or before October 15. A budgetary comparison is presented for the General Fund and each major special revenue fund consistent with accounting principles generally accepted in the United States of America.

Pension Schedules

(1) Changes of assumptions

2015:

The expectation of retired life mortality was changed to the RP-2014 Healthy Annuitant Blue Collar Table projected to 2016 using Scale BB rather than the RP-2000 Mortality Table, which was used prior to 2015.

The expectation of disabled mortality was changed to the RP-2014 Disabled Retiree Table, rather than the RP-2000 Disabled Mortality Table, which was used prior to 2015.

Withdrawal rates, pre-retirement mortality rates, disability rates and service retirement rates were also adjusted to more closely reflect actual experience.

Assumed rates of salary increase were adjusted to more closely reflect actual and anticipated experience.

The price inflation and investment rate of return assumptions were changed from 3.50% to 3.00% and 8.00% to 7.75%, respectively.

2016:

The assumed rate of interest credited to employee contributions was changed from 3.50% to 2.00%.

(2) Changes in benefit provisions

2016:

Effective July 1, 2016, the interest rate on employee contributions shall be calculated based on the money market rate as published by the Wall Street Journal on December 31 of each preceding year with a minimum rate of one percent and a maximum rate of five percent.

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SUPPLEMENTARY INFORMATION

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HATTIESBURG PUBLIC SCHOOL DISTRICT

Supplementary Information

Schedule of Expenditures of Federal Awards

For the Year Ended June 30, 2017

Federal Grantor/ Pass-through Grantor/ Program Title	Catalog of Federal Domestic Assistance No.	Federal Expenditures
<u>U.S. Department of Agriculture</u>		
Passed-through Mississippi Department of Education:		
Child nutrition cluster:		
School breakfast program	10.553 \$	1,048,169
National school lunch program	10.555	2,131,059
National school lunch program - commodities	10.555	219,921
Summer food service program for children	10.559	190,468
Total child nutrition cluster		<u>3,589,617</u>
Fresh fruits and vegetables grant	10.582	123,067
Total U.S. Department of Agriculture		<u><u>3,712,684</u></u>
<u>U.S. Department of Defense</u>		
Direct Funding:		
Reserve Officers' Training Corps	12.xxx	67,163
Total U.S. Department of Defense		<u><u>67,163</u></u>
<u>U.S. Department of Education</u>		
Passed-through Mississippi Department of Education:		
Title I grants to local educational agencies	84.010	3,224,532
Title I state agency program for neglected & delinquent children and youth	84.013	41,475
Career and technical education - basic grants to states	84.048	89,252
Education for homeless children and youth	84.196	40,769
English language acquisition grants	84.365	13,668
Improving teacher quality-State Grants	84.367	296,246
Subtotal		<u>3,705,942</u>
Special education cluster:		
Special education - grants to states	84.027	1,092,380
Special education - preschool grants	84.173	23,077
Total special education cluster		<u>1,115,457</u>
Total passed-through Mississippi Department of Education		<u>4,821,399</u>
Total U.S. Department of Education		<u><u>4,821,399</u></u>
<u>U.S. Department of Health and Human Services</u>		
Passed-through Mississippi Department of Education:		
Medical assistance program	93.778	19,597
Total U.S. Department of Health and Human Services		<u><u>19,597</u></u>
Total for All Federal Awards		<u><u>\$ 8,620,843</u></u>

The notes to the Supplementary Information are an integral part of this schedule.

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HATTIESBURG PUBLIC SCHOOL DISTRICT

Supplementary Information

Schedule of Instructional, Administrative and Other Expenditures - Governmental Funds For the Year Ended June 30, 2017

Expenditures	Total	Instruction and Other Student Instructional Expenditures	General Administration	School Administration	Other
Salaries and fringe benefits	\$ 32,636,396	24,541,755	1,282,657	2,220,283	4,591,701
Other	11,509,650	3,065,077	491,630	182,828	7,770,115
Total	\$ 44,146,046	27,606,832	1,774,287	2,403,111	12,361,816
Total number of students *	4,289				
Cost per student	\$ 10,293	6,437	414	560	2,882

For purposes of this schedule, the following columnar descriptions are applicable:

Instruction and Other Student Instructional Expenditures - includes the activities dealing directly with the interaction between teachers and students. Included here are the activities of teachers, teachers aides or classroom assistants of any type.

General Administration - includes expenditures for the following functions: Support Services - General Administration and Support Services

School Administration - includes expenditures for the following function: Support Services - School Administration.

Other - includes all expenditure functions not included in Instruction or Administration Categories.

* includes the number of students reported on the ADA report submission for month 9, which is the final submission for the fiscal year.

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HATTIESBURG PUBLIC SCHOOL DISTRICT
Notes to the Supplementary Information
For Year Ended June 30, 2017

Schedule of Expenditures of Federal Awards

(1) Basis of Presentation

The accompanying schedule of expenditures of federal awards (the "Schedule") includes the federal award activity of the Hattiesburg Public School District under programs of the federal government for the year ended June 30, 2017. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Hattiesburg Public School District, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Hattiesburg Public School District.

(2) Summary of Significant Accounting Policies

Expenditures reported on the Schedule are reported on the same basis of accounting and the same significant accounting policies, as applicable, as those used for the governmental funds financial statements (modified accrual basis of accounting); however, expenditures reported on the Schedule include operating transfers out. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

(3) Indirect Cost Rate

The Hattiesburg Public School District has not elected to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

(4) The pass-through entities did not assign identifying numbers to the school district.

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OTHER INFORMATION

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HATTIESBURG PUBLIC SCHOOL DISTRICT

Other Information

Statement of Revenues, Expenditures and Changes in Fund Balances

General Fund

Last Four Years

UNAUDITED

	2017	2016*	2015*	2014*
Revenues:				
Local sources	\$ 17,420,685	17,486,294	16,729,617	16,722,866
Intermediate sources		25,000		
State sources	18,302,873	18,584,904	18,367,117	17,598,969
Federal sources	98,885	85,993	440,008	332,821
Sixteenth section sources	81,129	73,350	73,533	
Total Revenues	35,903,572	36,255,541	35,610,275	34,654,656
Expenditures:				
Instruction	18,250,841	21,196,608	21,812,451	20,164,378
Support services	11,845,777	14,216,082	16,158,408	15,069,210
Noninstructional services	140,010	143,433	132,218	132,102
Sixteenth section	10,649	21,325	13,499	
Facilities acquisition and construction				51,642
Debt service:				
Principal		99,116	176,429	387,448
Interest	74,250	19,982	13,288	20,498
Other		5,266		
Total Expenditures	30,321,527	35,701,812	38,306,293	35,825,278
Excess (Deficiency) of Revenues over (under) Expenditures	5,582,045	553,729	(2,696,018)	(1,170,622)
Other Financing Sources (Uses):				
Bonds and notes issued		129,979		
Insurance loss recoveries	5,947			21,110
Sale of other property	2,000			
Operating transfers in	120,000	293,211	552,759	310,998
Operating transfers out	(694,683)	(736,076)	(1,215,925)	(883,569)
Total Other Financing Sources (Uses)	(566,736)	(312,886)	(663,166)	(551,461)
Net Change in Fund Balances	5,015,309	240,843	(3,359,184)	(1,722,083)
Fund Balances:				
Beginning of period, as previously reported	1,026,836	768,796	4,145,782	5,842,080
Prior period adjustments	(26,012)	83,128		
Beginning of period, as restated	1,000,824	851,924	4,145,782	5,842,080
Increase (decrease) in reserve for inventory	47,208	(65,931)	(17,802)	25,785
End of Period	\$ 6,063,341	1,026,836	768,796	4,145,782

*SOURCE - PRIOR YEAR AUDIT REPORTS

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HATTIESBURG PUBLIC SCHOOL DISTRICT

Other Information

Statement of Revenues, Expenditures and Changes in Fund Balances

All Governmental Funds

Last Four Years

UNAUDITED

	2017	2016*	2015*	2014*
Revenues:				
Local sources	\$ 19,774,417	19,754,799	19,408,270	19,398,212
Intermediate sources		25,000		
State sources	20,626,459	21,496,239	20,970,117	20,094,099
Federal sources	8,840,620	8,577,182	9,500,138	8,874,241
Sixteenth section sources	120,162	141,850	102,666	88,334
Total Revenues	49,361,658	49,995,070	49,981,191	48,454,886
Expenditures:				
Instruction	22,827,514	25,477,740	26,556,016	26,017,708
Support services	14,961,907	16,698,524	19,371,418	19,406,689
Noninstructional services	3,449,181	3,632,060	4,182,225	3,650,895
Sixteenth section	10,649	21,325	13,499	12,230
Facilities acquisition and construction		119,042	3,601,935	1,666,838
Debt service:				
Principal	2,395,416	2,413,116	2,358,429	2,812,449
Interest	493,829	501,472	532,381	421,894
Other	7,550	12,336	12,317	
Total Expenditures	44,146,046	48,875,615	56,628,220	53,988,703
Excess (Deficiency) of Revenues over (under) Expenditures	5,215,612	1,119,455	(6,647,029)	(5,533,817)
Other Financing Sources (Uses):				
Bonds and notes issued		129,979		3,375,000
Premium on bonds				175,416
Insurance loss recoveries	5,947	1,986	1,584,962	2,197,037
Subsidy payments on QSCB			139,884	
Sale of other property	2,000			
Transfer in to escrow agent	584,094	373,005	400,000	
Operating transfers in	814,683	1,029,287	1,768,684	1,340,893
Transfer out to escrow agent	(584,094)	(373,005)	(400,000)	(3,692,082)
Operating transfers out	(814,683)	(1,029,287)	(1,768,684)	(1,340,893)
Total Other Financing Sources (Uses)	7,947	131,965	1,724,846	2,055,371
Net Change in Fund Balances	5,223,559	1,251,420	(4,922,183)	(3,478,446)
Fund Balances:				
Beginning of period, as previously reported	9,286,906	8,011,292	12,944,431	16,388,471
Prior period adjustments	(162,965)	83,128		
Beginning of period, as restated	9,123,941	8,094,420	12,944,431	16,388,471
Increase (Decrease) in reserve for inventory	84,221	(58,934)	(10,956)	34,406
End of Period	\$ 14,431,721	9,286,906	8,011,292	12,944,431

*SOURCE - PRIOR YEAR AUDIT REPORTS

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REPORTS ON INTERNAL CONTROL AND COMPLIANCE

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SUZANNE E. SMITH, CPA, PLLC
AUDITING AND ACCOUNTING SERVICES
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**Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters
Based on an Audit of Financial Statements Performed in Accordance With Government Auditing Standards**

Superintendent and School Board
Hattiesburg Public School District

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Hattiesburg Public School District as of and for the year ended June 30, 2017, and the related notes to the financial statements, which collectively comprise Hattiesburg Public School District's basic financial statements, and have issued our report thereon dated December 5, 2017.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Hattiesburg Public School District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Hattiesburg Public School District's internal control. Accordingly, we do not express an opinion on the effectiveness of Hattiesburg Public School District's internal control.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as described in the accompanying schedule of findings and questioned costs, we identified certain deficiencies in internal control that we consider to be material weaknesses and significant deficiencies.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. We consider the deficiencies described in the accompanying schedule of findings and questioned costs as Findings 2017-001 and 2017-002 to be material weaknesses. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the deficiencies described in the accompanying schedule of findings and questioned costs as Finding 2017-003 to be a significant deficiency.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Hattiesburg Public School District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

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District's Response to Findings

The district's responses to the findings identified in our audit are described in the accompanying schedule of auditee's corrective action plan. Hattiesburg Public School District's responses were not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the responses.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in cursive script that reads "Suzanne E. Smith".

Suzanne E. Smith, CPA, PLLC
Brandon, Mississippi
December 5, 2017

SUZANNE E. SMITH, CPA, PLLC
AUDITING AND ACCOUNTING SERVICES
sesmithcpa@msn.com

**Independent Auditor's Report on Compliance for Each Major Federal Program and Report on Internal Control
Over Compliance Required by the Uniform Guidance**

Superintendent and School Board
Hattiesburg Public School District

Report on Compliance for Each Major Federal Program

We have audited Hattiesburg Public School District's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the district's major federal programs for the year ended June 30, 2017. Hattiesburg Public School District's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Hattiesburg Public School District's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and the audit requirements of Title 2 *U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Hattiesburg Public School District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Hattiesburg Public School District's compliance.

Opinion on Each Major Federal Program

In our opinion, Hattiesburg Public School District complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2017.

Report on Internal Control Over Compliance

Management of Hattiesburg Public School District is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Hattiesburg Public School District's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Hattiesburg Public School District's internal control over compliance.

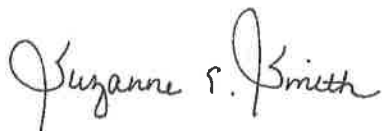
A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such

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that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

A handwritten signature in cursive script that reads "Suzanne E. Smith".

Suzanne E. Smith, CPA, PLLC
Brandon, Mississippi
December 5, 2017

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH STATE LAWS AND REGULATIONS

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SUZANNE E. SMITH, CPA, PLLC
AUDITING AND ACCOUNTING SERVICES
sesmithcpa@msn.com

INDEPENDENT AUDITOR'S REPORT
ON COMPLIANCE WITH STATE LAWS AND REGULATIONS

Superintendent and School Board
Hattiesburg Public School District

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Hattiesburg Public School District as of and for the year ended June 30, 2017, which collectively comprise Hattiesburg Public School District's basic financial statements and have issued our report thereon dated December 5, 2017. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Section 37-9-18(3)(a), Miss. Code Ann. (1972), states in part, "the auditor shall test to insure that the school district is complying with the requirements of Section 37-61-33(3)(a)(iii), Miss. Code Ann. (1972), relating to classroom supply funds." As required by the state legal compliance audit program prescribed by the Office of the State Auditor, we have also performed procedures to test compliance with certain other state laws and regulations. However, providing an opinion on compliance with all state laws and regulations was not an objective of our audit and, accordingly, we do not express such an opinion.

The results of our procedures performed to test compliance with the requirements of Section 37-61-33(3)(a)(iii), Miss. Code Ann. (1972), disclosed no instances of noncompliance.

Section 37-9-18(3)(b), Miss. Code Ann. (1972), states in part, "the auditor shall test to insure correct and appropriate coding at the function level. The audit must include a report showing the correct and appropriate functional level expenditure codes in expenditures by the school district."

The results of our procedures performed to test compliance with the requirements of Section 37-9-18(3)(b), Miss. Code Ann. (1972), disclosed no instances of noncompliance related to incorrect or inappropriate functional level expenditure coding.

As required by the state legal compliance audit program prescribed by the Office of the State Auditor, we have also performed procedures to test compliance with certain other state laws and regulations. However, providing an opinion on compliance with all state laws and regulations was not an objective of our audit and, accordingly, we do not express such an opinion.

The results of procedures performed to test compliance with certain other state laws and regulations and our audit of the financial statements disclosed the following instance of noncompliance with other state laws and regulations:

Finding SL2017-01: Late 16th Section Lease Rentals. It is the duty of the superintendent of education to collect promptly all lease rentals due on 16th section lands. Upon a sixty (60) day default of payment in any rentals according to the terms of such leases, the leases shall be declared terminated unless the school board finds extenuating circumstances were present, and the board shall inaugurate the proper legal proceedings to terminate such leases. Finding: Our testing of twenty (20) rental payments revealed seven (7) payments that were more than sixty (60) days late. No termination proceedings were documented. Recommendation: We recommend that the district place before the board all leases that are more than sixty (60) days late for payment and that the board act upon such lease terminations in accordance with state law.

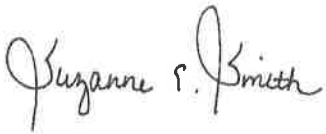
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District Response: A review of all 16th section lease agreements will start immediately to identify any lease rentals that are past due in payment. Any leases determined to be over 60 days late in payment will be presented to the school board with a recommendation to terminate the lease.

The Office of the State Auditor or a public accounting firm will review, on the subsequent year's audit engagement, the findings in this report to insure that corrective action has been taken.

The Hattiesburg Public School District's response to the finding included in this report was not audited and, accordingly, we express no opinion on it.

This report is intended solely for the information and use of the school board and management, entities with accreditation overview, and federal awarding agencies, the Office of the State Auditor and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties. However, this report is a matter of public record and its distribution is not limited.

A handwritten signature in cursive script that reads "Suzanne E. Smith".

Suzanne E. Smith, CPA, PLLC

Brandon, Mississippi

December 5, 2017

HATTIESBURG PUBLIC SCHOOL DISTRICT
Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2017

Section I: Summary of Auditor's Results

Financial Statements:

- | | | |
|----|--|------------|
| 1. | Type of auditor's report issued: | Unmodified |
| 2. | Internal control over financial reporting: | |
| a. | Material weakness(es) identified? (Yes/No) | Yes |
| b. | Significant deficiency(ies) identified? (Yes/None reported) | Yes |
| 3. | Noncompliance material to financial statements noted? (Yes/No) | No |

Federal Awards:

- | | | |
|----|---|---------------|
| 4. | Internal control over major programs: | |
| a. | Material weakness(es) identified? (Yes/No) | No |
| b. | Significant deficiency(ies) identified? (Yes/None reported) | None reported |

- | | | |
|----|---|------------|
| 5. | Type of auditor's report issued on compliance for major programs: | Unmodified |
| 6. | Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? (Yes/No) | No |

7. Identification of major programs:

<u>CFDA Numbers</u>	<u>Name of Federal Program or Cluster</u>
84.010	Title I grants to local educational agencies
84.027/84.173	Special Education Cluster
84.367	Improving teacher quality – state grants

- | | | |
|----|--|-----------|
| 8. | Dollar threshold used to distinguish between type A and type B programs: | \$750,000 |
| 9. | Auditee qualified as low-risk auditee? (yes/no) | No |

HATTIESBURG PUBLIC SCHOOL DISTRICT
Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2017

Section II: Financial Statement Findings

Significant Deficiencies considered to be Material Weaknesses:

Repeat Finding 2017-001. Differences between physical counts of instructional warehouse inventory and general ledger amounts.

Criteria: Management is responsible for the proper accounting of instructional supplies/materials purchased for classroom use and for other consumable items used routinely in the schools that are purchased and held for distribution to the classrooms as orders are made to the warehouse.

Condition: A physical count of inventory items on hand in the warehouse at June 30, 2017, yielded items with a cost of \$81,494. However, the district's general ledger balance showed that the warehouse items should yield an expected cost of \$9,467. The general ledger inventory account was increased for purchases of inventory and decreased for orders captured as filled from the warehouse records. This constitutes a \$72,027 difference. We were not present for the physical count of inventory, and this figure is considered an unaudited amount.

Cause and Effect: It is not fully known why the difference existed. The district did not reconcile the general ledger balances to physical counts during the year. The district adjusted the general ledger balance to the on hand amounts at June 30, 2017, for financial statement presentation.

Questioned Costs: None

Recommendation: We recommend that the district develop policies and procedures for reconciling inventory counts to the general ledger and to any subsidiary inventory tracking systems.

Repeat Finding 2017-002. Deficiencies in Controls Surrounding Capital Assets and Related Expenditures.

Criteria: Management is responsible for developing and implementing a system of controls to ensure that the control cycle of capital assets and related expenditures will serve to safeguard district capital assets and protect the integrity of financial information. Such controls should be designed to properly capture and depreciate all new asset additions and to properly remove deletions of capital assets from subsidiary records. Such controls should further provide a timely periodic reconciliation of inventory items in the subsidiary ledger to actual items on site in the various district locations. All discrepancies should be investigated, and differences should be resolved at the completion of each physical inventory.

Condition: Our testing of capital assets and related expenditures revealed that the district failed to remove six (6) assets with an original combined cost of \$63,048 from the subsidiary records after the school board approved the disposal of such assets during the 2016-2017 year. Out of a non-statistical sample of 60 assets chosen for physical verification, we noted four (4) instances where the assets were listed as active when in fact the assets were either known to have been salvaged or otherwise discarded in prior years or were not located at the time of the physical observation of inventory. Furthermore, the district produced a listing of assets that were considered "missing" at the date of the year-end inventory. The "missing" assets were not fully investigated and were allowed to remain in active inventory. Of these missing assets, eighteen (18) assets were capital assets that were fully depreciated and still being carried as active assets even though they had not been located in recent physical inventories. As part of our audit adjustments, we recommended that the subsidiary records be adjusted for those assets determined to have been disposed of or otherwise discarded during prior periods. We discovered five (5) assets that met the criteria for depreciable asset designation that were not being depreciated. As part of our audit adjustments, we recommended that the subsidiary records be adjusted for those five (5) assets with a combined original cost of \$46,400 and prior year and current year depreciation with a combined total of \$23,475.

HATTIESBURG PUBLIC SCHOOL DISTRICT
Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2017

Cause and Effect: The likely reason for the assets remaining on inventory after board approval of disposal is likely human error and inadequate controls. There is no established procedure for making sure that all missing items at the time of physical inventory are carefully and completely investigated to make certain that no assets are being carried as active that are not on site at the various locations and that have been approved as disposed or by the board and removed from the district premises. Many of the assets in question are older, fully depreciated items. This condition is likely the effect of the failure to remove disposed items from the subsidiary records in prior years. The assets that were not being depreciated were not depreciated because of the failure of personnel entering the assets into the subsidiary records to designate the assets as depreciable in the software.

Questioned Costs: None

Recommendation: We recommend that the district review and strengthen controls in the area of capital assets and related expenditures. More control should be exercised in completing a 100% physical inventory at least annually with central office oversight and complete resolution of all missing items and other exceptions.

Significant Deficiencies not considered to be Material Weaknesses:

Repeat Finding 2017-003. Deficiencies in Controls Surrounding Payroll Expenditures and Disbursements.

Criteria: Management is responsible for developing and implementing a system of controls to ensure that the control cycle of payroll expenditures and disbursements will serve to safeguard district assets and protect the integrity of financial information. Such controls should be designed to ensure compliance with the Federal Wage and hour legislation requirements.

Condition: Our testing in the area of payroll expenditures and disbursements yielded the following control deficiencies related to hourly employees' time records who are not exempt from Federal Wage and Hour legislation.

- A record of hours worked each day and each work week was not available for all workers. We noted four (4) instances out of a non-statistical sample size of fifty (50) where required daily and weekly time records were not available for the period corresponding with the March 2017 end of month payroll.
- We noted five (5) instances where there was no evidence of supervisory review of the time records to check for overtime hours worked.
- We noted five (5) instances where small amounts of overtime hours were documented on the cards but not paid at the overtime rate. The district maintained that in some instances compensatory time was taken at a later time; however, there was no readily available record of the compensatory time taken.

Cause and Effect: The cause is not fully known. While the district central administration is attempting to have the various departments gather and report all hours using electronic timekeeping systems, there are instances where workers are not using the system. There are also instances where documented overtime is not being paid. The effect of these combined deficiencies is an increase in exposure to noncompliance with Federal Wage and Hour requirements.

Questioned Costs: None

HATTIESBURG PUBLIC SCHOOL DISTRICT
Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2017

Recommendation: We recommend that the district continue the implementation of the electronic timekeeping system while fine tuning the controls surrounding the system to ensure that accurate, complete time records are maintained for each non-exempt employee and that all overtime is captured and paid or taken subsequently as compensatory leave time in accordance with Fair Labor Standards.

Section III: Federal Award Findings and Questioned Costs

The results of our tests did not disclose any findings and questioned costs related to the federal awards.

AUDITEE'S CORRECTIVE ACTION PLAN

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Hattiesburg Public Schools

**Dr. Robert Williams
Interim Superintendent**

Business Office

301 Mamie Street
Hattiesburg, MS 39401
Phone: 601-582-5078 Fax: 601-582-2501

Repeat Finding 2017-001. Differences between physical counts of instructional warehouse inventory and general ledger amounts.

Corrective Action Planned: After comparing the prices of the items in the warehouse to those available locally and on state contract, the district has determined that maintaining a warehouse for instructional supplies is not the most efficient use of budgeted dollars. Therefore, the district has ceased purchasing any new inventory for the instructional warehouse and will distribute the remaining inventory to the school locations.

Anticipated Completion Date: January 30, 2018

Name of contact person responsible for corrective action: Bonnie P. Granger, Chief Financial Officer

Repeat Finding 2017-002. Deficiencies in Controls Surrounding Capital Assets and Related Expenditures.

Corrective Action Planned: A district review will begin immediately of all fixed asset processes and procedures. The district has started a 100% inventory of all fixed assets in the district and plans to remove all items that cannot be located after a thorough search. The district will also implement continuing controls through beginning a 10% monthly inventory of each site by the school site administrator in addition to continual random monthly inventory checks by the Fixed Asset Coordinator.

Anticipated Completion Date: March 1, 2018

Name of contact person responsible for corrective action: Bonnie P. Granger, Chief Financial Officer

Repeat Finding 2017-003. Deficiencies in Controls surrounding Payroll Expenditures and Disbursements.

Corrective Action Planned: The district has begun requiring all non-exempt employees to clock in/out with new finger scanning technology. In addition, the district has implemented procedures for checking the time of each employee and notifying supervisors of employees nearing 40 hours in that workweek. The district has also began paying classified employees who serve as coaches required overtime. The maintenance of daily and weekly time records on all employee categories began in the 2017-2018 fiscal year.

Anticipated Completion Date: June 30, 2018

Name of contact person responsible for corrective action: Bonnie P. Granger, Chief Financial Officer

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City of Hattiesburg, MS

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

Master

File Number: 2018-101

File ID: 2018-101

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 12/21/2017

Brief Title: Acknowledging execution and receipt of Homeland Security Grant for Task Force III

Final Action:

Minute Book Number: MB2018-6

Title:

Acknowledge receipt and execution of the Mississippi Department of Public Safety Homeland Security Grant in the amount of \$10,000.00 for equipment related to the Mississippi Office of Homeland Security initiatives, for Task Force III. (nunc pro tunc)

Notes:

Agenda Date: 01/02/2018

Indexes:

Agenda Number: VII.-3

Sponsors:

Enactment Date:

Attachments: Grant-Task Force III

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	01/02/2018					

Text of Legislative File 2018-101

Title

Acknowledge receipt and execution of the Mississippi Department of Public Safety Homeland Security Grant in the amount of \$10,000.00 for equipment related to the Mississippi Office of Homeland Security initiatives, for Task Force III. (nunc pro tunc)

Summary

Acknowledging execution and receipt of Department of Public Safety Homeland Security Grant.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HOMELAND SECURITY

PHIL BRYANT
GOVERNOR

MARSHALL L. FISHER
COMMISSIONER

SUBRECIPIENT GRANT AWARD

Subrecipient: CITY OF HATTIESBURG FIRE DEPARTMENT
(Task Force III Equipment)

Project Title(s): Homeland Security Grant Program

Grant Period: 11-01-17 – 11-01-18 **Date of Award:** 11-01-17

Total Amount of Award: \$10,000.00 **Grant No.:** 17HS205T

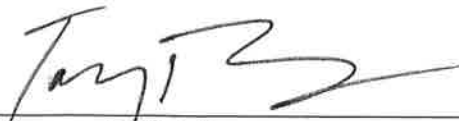
In accordance with the provisions of Federal Fiscal Year 2016 Homeland Security Grant Program, the Mississippi Office of Homeland Security (MOHS), State Administrative Agency (SAA), hereby awards to the foregoing Subrecipient a grant in the federal amount shown above. The CFDA number is 97.067 and MOHS federal grant number is **EMW-2017-SS-00011**. Authorizing Authority for Program: Section 2002 of the *Homeland Security Act of 2002*, as amended (Pub. L. No. 107-296), (6 U.S.C. 603).

Payment of Funds: The original signed copy of this Award must be signed by the Official Authorized to Sign in the space below and returned to the MOHS **no later than December 15, 2017**. **The grant shall be effective upon return of this form and final approval the MOHS of the grant budget and program narrative.** Grant funds will be disbursed to subgrantees (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

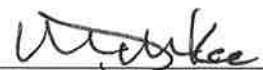
I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the grant including special conditions and the Mississippi Department of Public Safety, Office of Homeland Security, Homeland Security Grant Program, Policies and Procedures Manual; to comply with provisions of the Act governing these funds and all other federal laws and regulations; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the subrecipient; and that all agencies involved with this project understand that all federal funds are limited to a twelve-month period.

Supplantation: The Act requires that subrecipients provide assurance that subrecipient funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through the MOHS shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

ACCEPTANCE FOR THE SUBRECIPIENT



Signature of Official Authorized to Sign



Signature of MOHS Director

SUBRECIPIENT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE MOHS OF THE SUBRECIPIENT'S GRANT PROGRAM BUDGET AND NARRATIVE.

GRANT RECIPIENT AGREEMENT

1. The designated representative certifies that he/she has legal authority to receive assistance.
2. The Applicant shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State assistance.
3. The Applicant shall use awarded funds solely for the purpose for which these funds are provided and as approved by the DPS Authorized Representative.
4. The Applicant is aware of and shall comply with cost-sharing requirements, if applicable.
5. The Applicant shall establish and maintain a proper accounting system to record expenditures of awarded funds in accordance with generally accepted accounting standards and OMB Circulars 2 CFR 200 as applicable and/or as directed by the DPS Authorized Representative.
6. The Applicant shall comply with the Single Audit Act of 1984 and will provide copies of audit reports when issued, 44CFR Part 14.
7. The Applicant shall give State and Federal agencies designated by the DPS Authorized Representative access to and the right to examine all records and documents related to use of award funds.
8. The Applicant shall return to the State, within thirty (30) days of such request by the DPS Authorized Representative, any advance funds which are not supported by audit or other Federal or State review of documentation by the Applicant.
9. The Applicant shall comply with all applicable provisions of Federal and State laws and regulations in regard to procurement of goods and services.
10. The Applicant shall comply with regulations implementing the Drug-Free Workplace Act of 1988, 44CFR Part 17, Subpart F.
11. The Applicant shall comply with all Federal and State statutes and regulations relating to non-discrimination.
12. The Applicant shall comply with provisions of the Hatch Act limiting political activities of public employees and 44CFR Part 18, New Restrictions on Lobbying.
13. The Applicant shall comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
14. The Applicant shall not enter into any contracts or purchase merchandise from any party or vendor which is disbarred or suspended from participating in Federal assistance programs.

Connie Everett
Grant Recipient Representative

12/11/17
Date

**STATE OF MISSISSIPPI
AND
GOVERNOR PHIL BRYANT**



**HOMELAND SECURITY
COOPERATIVE AGREEMENT**

Between

CITY OF HATTIESBURG FIRE DEPARTMENT

AND

MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY



HOMELAND SECURITY COOPERATIVE AGREEMENT (CA)

On behalf of Governor Phil Bryant, this Cooperative Agreement is entered into between the Department of Public Safety, Office of Homeland Security, hereto referred to as *Recipient*, and the City of Hattiesburg Fire Department hereto referred to as Sub-recipient.

Article I. Purpose

The purpose of this Cooperative Agreement (CA) is to utilize 100% federal funding (no match required) provided through FEMA, U.S. Department of Homeland Security to enhance capabilities within the State of Mississippi to respond to acts of domestic and international terrorism including the use of weapons of mass destruction. The Department of Public Safety, Office of Homeland Security will accomplish this by prioritizing and facilitating the delivery and use of federal financial assistance as identified in the published Office for Domestic Preparedness Homeland Security Grant Program Guidance (attached). This enables the Sub-recipient to exercise management discretion and control in achieving the specified objectives of this Cooperative Agreement within the State of Mississippi. It is intended that this partnership will result in the development of a competent and sustainable system designed to provide prevention/deterrence and emergency response to a potential terrorism event within the State.

Article II. Budget Narrative

The objectives outlined within the performance period of this Cooperative Agreement will be supportive of the priorities defined in the State Homeland Security Three-Year Strategic Plan in the form of equipment, planning, training, exercise, management and administration funding and shall be in compliance with FEMA Homeland Security Grant Program Guidance.

Article III. Period of Performance

The period of performance for this Cooperative Agreement shall begin on the date of acceptance of the **SUBRECIPIENT AWARD** execution and shall continue through the period of SUBRECIPIENT AWARD unless terminated by the Department of Public Safety. Future SUBRECIPIENT AWARDS for supporting the requirements of the jurisdiction may be awarded under the terms of this agreement through additional sub grants so long as all signatory officials remain unchanged.

Article IV. Reports

The Quarterly Report and financial reports: Request for reimbursement is due within 30 days after each reporting quarter: 1st Quarter, October-December, 2nd Quarter, January-March; 3rd Quarter, April-June; 4th Quarter, July-September.

The Quarterly and Progress reports must be submitted so that progress can be tracked and outcomes evaluated.

Article V. Roles and Responsibilities

A. Local *Sub recipient* General Guidance

1. The local *Sub-recipient* shall develop and improve their capability to combat the affects of a terrorism event. This is accomplished through the purchase of specialized equipment as identified in the published OJP selected equipment list or support of planning, exercises or training activities associated with the prevention, response or recovery from terrorism incidents.
2. The chief elected official is responsible for committing to the terms of this CA, budgeting local funds to purchase equipment or support jurisdictional exercise, training and planning efforts for executing this CA on behalf of the Sub-recipient's jurisdiction.
3. The Sub-Recipient shall designate a *Sub-recipient* public official as the Sub-recipient Grant Administrator (SGA) for developing and attaching the CA scope of work to Appendices A & B, obtaining project approval from respective officials, reporting, submitting applications to Recipient, equipment distribution, training, and obtaining and submitting supporting documentation and requests for reimbursement on behalf of the Sub-recipient to *Recipient* for repayment. **The SGA shall be responsible for reporting to the Mississippi Office of Homeland Security (MSOHS) via the Biannual Strategy Implementation Report (BSIR)**

B. Local Homeland Security Program Guidance

The Homeland Security Grant Program (HSGP) through the State Homeland Security Program (SHSP) provides funds for homeland security and emergency operations planning; the purchase of specialized equipment to enhance the capability of State and local agencies to prevent, respond to, and mitigate incidents of terrorism involving the use of chemical, biological, radiological, nuclear, and explosive (CBRNE)

weapons and cyber attacks; for costs related to the design, development, and conduct of a State CBRNE and cyber security training programs and attendance at ODP-sponsored CBRNE training courses; for costs related to the design, development, conduct, and evaluation of CBRNE and cyber security exercises; and for costs associated with implementing State Homeland Security Assessments and Strategies (SHSAS). See Annex A (Local Homeland Security Program) for specific guidance, policies, and reporting requirements.

C. State *Recipient*

1. The *Recipient* shall be the Department of Public Safety, Office of Homeland Security, acting on behalf of the State of Mississippi.
2. The Commissioner of the Department of Public Safety (DPS) or the Commissioner's Designee is the state signatory official and shall be the principal state official responsible for committing the state to the terms of this agreement. The DPS Commissioner, or his designee acting in the absence of the Commissioner, will exercise final approval authority of all *Sub-recipient* applications, grant awards, allocations, and requests for reimbursements and for ensuring overall *Recipient* administration.
3. The DPS, Office of Homeland Security, is designated the Recipient Point-of- Contact (POC) for assisting the *Sub-recipient* in developing the authorized equipment purchase list, specialized training requirements, and for providing overall day-to-day program management.

D. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms

The SAA will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps will include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business

Development Agency of the Department of Commerce and MS Development Authority Office of Minority Business.

6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Article VI. Funding Consideration

The *Recipient* POC will receive and review *Sub-recipient's* application and forward to the SAA Director for approval. After approval the *Recipient* will issue a sub-recipient award letter, which authorizes the *Sub-recipient* to expend local funds and be reimbursed pursuant to the terms of this CA. **Local funds expended prior to the date of the award letter are not authorized to be reimbursed.**

When the *Sub-recipient* has expended funds awarded, the SGA will prepare and submit a Request for Reimbursement to the *Recipient POC*. This request shall contain all appropriate supporting documentation to substantiate expenses made in accordance with all applicable requirements. The *Recipient POC* will review the reimbursement package for completeness and forward to the *Recipient* Office of the Comptroller for payment.

- A. The *Recipient* will not be liable under this Agreement for any amount greater than the award allocated by the Office for Domestic Preparedness to the State for the grant performance period.
- B. No cost or obligation shall be incurred by the *Recipient* under this Agreement unless and until the *Recipient* advises the *Sub-recipient* in writing that the application has been approved and funds are available.
- C. Reimbursement will be made by the *Recipient* to the *Sub-recipient* based on the **Mississippi Sub-recipient Reporting Worksheet**. Required documentation must accompany the worksheet.
- D. Reimbursement is contingent upon the funds being expended in accordance with all applicable local and state regulations, as well as Federal regulations, policies, guidelines, and submission for reimbursement made in accordance with the SAA's grant policies and procedures manual.
- E. *Sub-recipient's* requests for advance of funds to support purchases of equipment or other expenditures must be requested in writing to the recipient POC explaining the justification for the request. Reasons, i.e., shortage of local funds or items not contained in current annual jurisdictional budget must be accompanied by purchase orders.
- F. *Sub-recipient's* Request for Reimbursement and other required financial reports will be submitted to the *Recipient* with a copy of all receipt(s) or invoices showing that authorized equipment or other expenditures such as

personnel, supplies, etc. has been paid for in-full by *Sub-recipient* and attached to an approved grant application.

Article VII. Maintenance, Replacement costs and Use of Equipment, Sell & Disposal

- A. Equipment purchased under the terms of this CA will be stored, maintained and used in accordance with the purpose and objectives of this Cooperative Agreement. The equipment may be used for terrorism training and exercise purposes and in response to an actual terrorism event. If the equipment is used in response to a non-terrorist related event, then any maintenance or replacement costs will be the sole responsibility of the *Sub-recipients*.
- B. The sub-recipient is required to maintain an equipment inventory list that contains the following information: equipment description, identification/serial number, title holder, acquisition date, cost, percentage of federal funds used in the cost, location, use and condition, and disposition date.
- C. Instructions on how to sell and/or dispose of equipment, please visit our website at www.homelandsecurity.ms.gov. (Click on the tab Grants / Grant Forms)

Article VIII. Nonperformance

Failure by the *Sub-recipient* to comply with the terms of this Cooperative Agreement may result in suspension from the program and loss of any outstanding grant fund allocation balance, as determined by the *Recipient*. Failure to expend all grant funds awarded (by date stated on Awards Letter) and to comply with Recipient request and guidelines will result in the reallocation of unspent grant funds and the immediate redistribution of all equipment purchased with grant funds. In addition, the failure to maintain adequate response capability (as determined by the MOHS) will also result in the reallocation of grant funds and the immediate redistribution of all equipment purchased with grant funds.

Article IX. Administrative Provisions

The *Recipient* and *Sub-recipient* agree to carry out the administrative and financial requirements of this Agreement in accordance with the policies and procedures established by FEMA and set forth in other applicable state and federal guides. The Biannual Strategy Implementation Report (BSIR) will update information on obligations, expenditures, and progress made on activities and will include an update of all information submitted in that report.

C. Other Provisions

1. Nothing in this agreement is intended to conflict with current laws or regulations of Mississippi or your jurisdiction. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
2. Sub-recipient is required to ensure that grant monies are used to support all Emergency Service related agencies and departments, specifically law enforcement, fire and rescue. Senior officials of these agencies must sign this agreement and familiarize themselves with the rules and regulations governing each grant program. They are encouraged to work together in determining and prioritizing their needs and requirements prior to submitting their plan.
3. If the sub-recipient (organization/jurisdiction) expends \$500,000 or more in federal funds (from all sources including pass-through sub awards) in the sub-recipient's (organization/jurisdiction) fiscal year (12-month turnaround reporting period) is required to have a single organization/jurisdiction wide audit conducted in accordance with 2 CFR 200.
4. All final requests for reimbursement must be received in the Mississippi Office of Homeland Security no later than 45 days after the period of performance.
5. Sub-recipient is required to complete EHP Review as required for Equipment Purchases and any type of Construction.
6. All sub-recipients (and or jurisdictions) must also maintain membership in the Emergency Management Assistance Compact (EMAC) to facilitate the mutual aid of capabilities in order to be eligible for Department of Homeland Security (DHS) grant funding and reimbursement of DHS grant funds.
7. **Effective October 1, 2010 ALL sub-recipients are required to have and furnish a Dun and Bradstreet Data Universal Numbering System (DUNS) number to the Mississippi Office of Homeland Security as a component of the Article IX. A DUNS number is the nine digit number established and assigned by Dun and Bradstreet, Inc (D&B) to uniquely identify business entities. If your jurisdiction does not have a DUNS number, one may be obtained from D&B by**

telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

NO GRANT AWARD LETTER WILL BE ISSUED WITHOUT THE SUB RECIPIENT HAVING A DUNS NUMBER.

Article X. Monitoring

A. Management Decision

Management will evaluate audit findings, questioned costs and corrective action plans. The issuance of a written decision will be issued to the sub-recipient, which will entail whether or not the audit finding is sustained; the reasons for the decision; the expected action of the sub-recipient to repay any disallowed costs, make financial adjustments or take other actions; the reference number(s) the auditor assigned to each audit finding; and a description of any appeal process available to the sub-recipient regarding the management decision, as required by 2 CFR 200.521. If the sub-recipient has not completed corrective action, a timetable follow-up will be given.

B. Audit Review Follow-Up

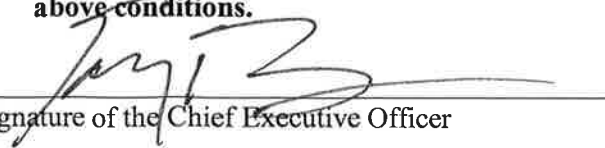
- Contacts sub-recipient(s) for additional information as needed.
- Determines course of action for federal program audit findings, financial statement audit findings, negative disclosures (such as financial capacity concerns) and schedule of expenditures of federal awards deficiencies. Depending on the issue or combination of issues, procedures may be modified to ensure efficient and effective resolution.
- Updates the status of each audit review until all follow-up actions are completed and the file is closed.

MISSISSIPPI OFFICE OF HOMELAND SECURITY

STATE HOMELAND SECURITY GRANT PROGRAM SPECIAL CONDITIONS

- * * * * *
1. All sub-grantees must comply with the National Incident Management System (NIMS) minimum requirements as specified in the Fiscal Year 2006 Homeland Security Grant Program Guidelines and Application Kit, page 47-48. By September 30, 2006, all jurisdictions must be fully NIMS compliant. FY06 and FY07 Homeland Security grant funds are contingent on NIMS compliance.
 2. All sub-grantees must comply and be familiar with Homeland Security Presidential Directive-8, with regards to the IED Scenario, as mandated by the Office of Domestic Preparedness.
 3. All sub-grantees are required to modify their existing incident management and emergency operations plans in accordance with the National Response Plan's coordinating structures, processes, and protocols.
 4. All sub-grantees are required by the Office of Domestic Preparedness to use the Global Justice Data Model specifications and guidelines regarding the use of XML for all HSGP awards.
 5. Prior to the obligation or expenditure of any funds awarded through this grant, the Sub-recipient must become a legal signatory of the Statewide Mutual Agreement, maintained by the STATE EMERGENCY MANAGEMENT AGENCY. Furthermore, the Sub-grantee agree and understand that by allowing any agency to receive direct or indirect support from these grant funds without becoming a legal signatory to the said agreement is a direct violation of the terms and conditions of this grant award.
 6. All SHSP sub-grantees must fully engage citizens by expanding plans and task force memberships to address citizen participation; awareness and outreach to inform and engage the public; include citizens in training and exercise; and develop or expand programs that integrate citizen/volunteer support for the emergency responder disciplines.
 7. Recurring costs/fees are not allowable for funding under the 2006 HSGP. Internet service fees, radio service fees, cellular phone fees, satellite phone fees, etc. paid for with grant funds are for 12 months during the year of equipment purchase only.
 8. Position descriptions for each person to be paid with grant funds and organizational chart identifying grant funded position(s).
 9. A physical inventory of property and equipment (as defined in Section IV, D.) must be taken and the results reconciled with the property control form at least once every two years. This report must be prepared and submitted by the sub-recipient to the SAA by January 31 of each year beginning in calendar year 2016.
 10. The MOHS requires that property acquired with grant funds be tagged and tracked using a computer-based inventory system.
 11. The FCC has chosen the Project 25 suite of standards for voice and low-moderate speed data interoperability. In an effort to realize improved interoperability, all radios purchased under this grant should be APCO 25 compliant.
 12. The Budget Worksheet and/or Budget Narrative pages for this grant need to be revised before obligation of any grant funds.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above conditions.

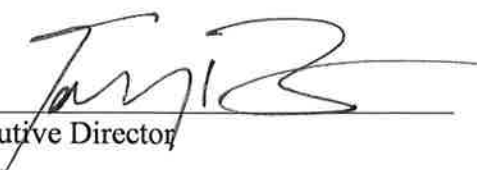

Signature of the Chief Executive Officer

12-11-17
Date

Article XI. Execution

IN WITNESS WHEREOF, the parties names herein have duly executed this Cooperative Agreement on the date set forth below:

SUBRECIPIENT: CITY OF HATTIESBURG FIRE DEPARTMENT ATTEST:

By: 
Executive Director

Date: 12-11-17

DUNS Number: 079448130

APPROVED: State of Mississippi

By: _____
Mark McKee, Executive Director
Mississippi Office of Homeland Security

Date: _____

**STATE HOMELAND SECURITY GRANT
PROGRAMGRANT PROGRAM**

LOCAL HOMELAND SECURITY PROGRAM FISCAL

YEAR 2017

TOTAL AWARD: \$10,000.00

Allowable Equipment Costs

Allowable equipment categories for FY17 HSGP are listed on the web-based Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB), which is sponsored by ODP and the Oklahoma City National Memorial Institute for the Prevention of Terrorism (MIPT) at <http://www.rkb.us>. The website is designed to provide emergency responders, purchasers, and planners with a trusted, integrated, online source of information on products, standards, certifications, grants, and other equipment related information. By integrating this information, which includes the Inter-Agency Board's (IAB) Standardized Equipment List (SEL) and the AEL from ODP, into one location, responders, vendors, standards organizations, training facilities, and grant making organizations have a trusted first source to answering questions such as:

- What equipment is on the market?
- Has it been certified?
- If so, to what standard?
- What training is needed to use it effectively?
- Are there experts available for consultation and questions?

The FY17 HSGP, AEL is housed on the RKB and relies heavily on the SEL developed by the IAB for Equipment Standardization and Interoperability. The 2017 AEL has been modified to facilitate cross-referencing of the SEL in an effort to eliminate redundancy. Both the AEL and SEL are available on the RKB, which also offers an interactive version that provides links to corresponding SEL items and commercial products. In some cases, items on the SEL are not allowable under FY17 HSGP or will not be eligible for purchase unless specific conditions are met. In addition, some items eligible under this grant program are beyond the scope of the SEL and thus will only appear in the AEL.

Planning Costs Allowable

SHSP funds may be used for a range of homeland security planning activities, including the following:

Developing and implementing homeland security support programs and adopting DHS national initiatives including but not limited to the following:

- Costs associated with the implementation and adoption HSPD-8 initiatives
- Costs associated with the implementation and adoption of NIMS
- Costs associated with the modifying existing incident management and emergency operations plans to ensure proper alignment with the NRP coordinating structures, processes, and protocols
- Establishment or enhancement of mutual aid agreements
- Development of communications and interoperability protocols and solutions
- Conducting local, regional, and tribal program implementation meetings
- Developing or updating resource inventory assets in accordance to typed resource definitions issued by the NIC
- Design state and local geospatial data systems
- Development of related critical infrastructure terrorism prevention activities including:
 - o Planning for enhancing security during heightened alerts, during terrorist incidents and/or during mitigation and recovery
 - o Public information/education: printed and electronic materials, public service announcements, seminars/town hall meetings, web postings coordinated through local Citizen Corps Councils
 - o Citizen Corps activities in communities surrounding critical infrastructure sites, including Neighborhood Watch, VIPS, and other opportunities for citizen participation
 - o Evaluating CIP security equipment and/or personnel requirements to protect and secure sites
 - o CIP cost assessments, including resources (financial, personnel, etc.) required for security enhancements/deployments.

Develop and enhance plans and protocols, including but not limited to:

- Develop or enhance emergency operations plans and operating procedures
- Develop terrorism prevention/deterrence plans
- Develop plans, procedures, and requirements for the management of infrastructure and resources related to HSGP and implementation of State or Urban Area Homeland Security Strategies
- Develop or enhance border security plans
- Develop or enhance cyber security plans
- Develop or enhance cyber risk mitigation plans
- Develop or enhance agriculture/food security risk mitigation, response, and recovery plans
- Develop public/private sector partnership emergency response, assessment, and resource sharing plans
- Develop or update local or regional communications plans
- Development of plans to support and assist special needs jurisdictions, such as port authorities and rail and mass transit agencies
- Development or enhancement of continuity of operations and continuity of government plans
- Development or enhancement of existing catastrophic incident response and recovery plans to include and integrate federal assets provided under the NRP.

Develop or conduct assessments, including but not limited to:

- Conduct point vulnerability assessments at critical infrastructure sites/key assets and develop remediation/security plans
- Conduct cyber risk and vulnerability assessments
- Conducting assessments and exercises of existing catastrophic incident response and recovery plans and capabilities to identify critical gaps that cannot be met by existing local and state resources
- Activities which directly support the identification of specific catastrophic incident priority response and recovery projected needs
- Activities which directly support the identification and advance preparation of predesignated temporary housing sites; for example:
 - o Conducting assessments and studies to identify qualified candidate sites
 - o Obtaining accurate site surveys and existing utility information
 - o Coordinating zoning requirements and necessary permits and/or waivers
 - o Coordinating environmental impact requirements related to a selected site
 - o Coordinating historic preservation requirements related to a selected site.

Allowable Training Costs

Local jurisdictions may use HSGP funds to enhance the capabilities of state and local emergency preparedness and response personnel through development of a state homeland security training program. Allowable training-related costs under ODP grant programs include: 1) establishment of CBRNE terrorism and cyber security training programs within existing training academies, universities or junior colleges; and 2) overtime and backfill costs associated with attendance at ODP-sponsored and ODP approved CBRNE and cyber security training courses.

The target audience for training courses include emergency preparedness, prevention and response personnel, emergency managers and public/elected officials within the following disciplines: firefighters, law enforcement, emergency management, emergency medical services, hazardous materials, public works, public health, health care, public safety communications, governmental administrative, cyber security and private security providers. The homeland security training program should also include training for citizens in awareness, preparedness, prevention, response skills, and volunteer activities and be coordinated through state and local Citizen Corps Councils.

Local jurisdictions are encouraged to adopt current ODP awareness and performance level courses. In order to deliver these courses, state and local instructors must have been certified to deliver the course by successfully completing ODP train-the-trainer courses. Detailed descriptions of ODP courses are included in the *ODP CBRNE Training Course Catalog* at <http://www.ojp.usdoj.gov/odp/docs/coursecatalog.pdf>. Programs of instruction for these courses will be made available upon request to assist efforts to institutionalize these training programs at the state and local levels.

ODP will conduct periodic reviews of all state and urban area training funded by ODP. These reviews may include requests for all course materials and physical observation of participation in the funded training. If these reviews determine that courses are outside the scope of this guidance, recipients will be asked to reimburse grant fund expended in support of those efforts.

ODP provides the following definitions of key training terms to facilitate a common understanding of the FY17 HSGP guidance:

- **ODP Courses:** Those courses developed for and/or delivered by institutions and organizations funded by ODP.
- **Federal Courses Related to CBRNE Terrorism:** Those courses developed for and or delivered by institutions funded by federal entities other than ODP which fall within the ODP mission scope: of which is to prepare state and local personnel to prevent, respond to, and recover from acts of terrorism involving CBRNE weapons.
- **Non-Federal Courses:** Those courses developed for and or delivered by institutions or organizations other than federal entities or ODP.

In addition, local jurisdictions shall follow accepted principles of instructional systems design, employing the Analysis, Design, Development, Implementation, and Evaluation (ADDIE) model or equivalent methodologies. (The ADDIE process is explained in greater depth in the *ODP Blended Learning Strategy* available on the ODP website at: <http://www.ojp.usdoj.gov/odp/blendedlearning>.) Local jurisdictions shall apply these methodologies to ensure that complete curriculum exists for training funded by ODP grant. Complete curriculum consists of:

- **Level of Training.** The state or urban area will identify the level(s) of training of the course(s) and materials submitted. Each submission must be identified as Awareness, Performance–Defense (Occupational Safety and Health Administration (OSHA) Operations), Performance–Offensive (OSHA Technician), or Planning/Management (OSHA Incident Command) levels. More detailed descriptions of the levels can be found at <http://www.ojp.usdoj.gov/odp/training.htm> or <http://www.osha.gov>.
- **Program of Instruction/Syllabus.** The program of instruction or syllabus is an outline or matrix of the course content. It addresses the scope of the training, course learning objectives, duration of the training (broken-down by module, session, or lesson), resource requirements, instructor to student ratio and an evaluation strategy. These items are not all-inclusive, but are the minimum categories that should be addressed.
- **Training Support Package.** The training support package includes all of the materials associated with the delivery of a training course. The following items should be included:
 - o **Instructor Guide/Instructor Outline/Instructor Lesson Plans:** The published instructor material that contains course text and special instructor notes that provides the information to deliver the material

- o **Participant Manual/Guide/Workbook:** The published student material that contains the supporting information in booklet or handout form that the participant has available for reference
 - o **Audio/Visual Support Materials:** Any audio/visual components that are part of any learning module, session, lesson, or that supports the overall training being delivered
 - o **Special Support Materials:** Any descriptions of practical exercises, tabletop exercises, hands-on exercises, or other material that supports learning objectives
- **Module/Session/Lesson Content.** Training courses should be designed based on a building block approach. Each sub-component in the course should be titled as a module, session, or lesson. Regardless of the title, each module, session, or lesson, should have a Lesson Administration Page that outlines the following:
- o **Scope Statement:** A brief description of the content of the module, session or lesson
 - o **Terminal Learning Objectives:** An action verb statement that outlines what the participant is expected to learn or be capable of performing at the conclusion of the module, session, or lesson. There should be only one terminal learning objective per module, session, or lesson
 - o **Enabling Learning Objectives:** Enabling learning objectives are the incremental learning objectives that support the terminal learning objective. There should be at least one enabling learning objective per module, session or lesson. Each enabling learning objective must be a measurable performance statement that enables the participant to demonstrate achievement of the terminal learning objective
 - o **Resource List:** A listing of the resources needed to successfully accomplish the module, session, or lesson
 - o **Instructor to Participant Ratio:** The instructor to participant requirement for successful presentation of the material (e.g., 1:25)
 - o **Reference List:** A listing of all reference materials used to develop the module, session, or lesson (This information may also be included as a bibliography).
 - o **Practical Exercise Statement:** This describes any exercises associated with the module, session, or lesson
 - o **Evaluation Strategy:** This defines the strategy used to evaluate the module, session, or lesson (e.g., written and/or performance test).

Conditional Approvals of Non-ODP Courses. In contrast to FY04, no conditional approvals, in advance of an independent third-party subject matter expert (SME) review, will be granted in FY17 for use of ODP funds to develop or institutionalize non-ODP courses. ODP will require local jurisdictions to adhere to a streamlined course approval process. Please see *Appendix E: Overview of Approval Process for Non-ODP Developed Courses* for more information. Courses will either be approved or disapproved following this review process.

Attending Other Federal Courses Related to CBRNE Terrorism. Local jurisdictions are no longer required to submit requests for personnel to attend certain Federal courses that fall within the ODP mission scope of preparing state and local personnel to prevent,

respond to, and recover from acts of terrorism involving CBRNE weapons. In lieu of requesting approval, local jurisdictions will be required to submit information on all federal training they are supporting with ODP funds via the Training section of the ODP website (<http://www.ojp.usdoj.gov/odp/training.htm>). This information will consist of course title, level of the training, the training provider, the date of the course, the number of individuals to be trained, and the sponsoring jurisdiction.

Several broad categories of courses will automatically be included in the list of eligible federal courses:

- All NIMS training approved by the NIMS Integration Center (NIC) is eligible for use of ODP funds.
- All Incident Command System (ICS) training offered through the National Fire Academy and the Emergency Management Institute is eligible for use of ODP funds. This guidance applies to resident training, train-the-trainer, and field delivery of courses.

A list of federal courses that fall within the ODP mission scope is included in *Appendix F: Federal Training Course List*.

These courses must build additional capabilities that 1) meet a specific need identified through the homeland security assessment process, and 2) comport with the State or Urban Area Homeland Security Strategy.

Federal funds must be used to supplement—not supplant—existing funds that have been appropriated for the same purpose. Thus, if the state or urban area has already budgeted for personnel to attend courses, ODP funds may only be used to send additional individuals above and beyond those previously budgeted.

Eligibility of Hazardous Materials Courses. Hazardous materials courses, including basic, operations, and technician level courses, are eligible for support through ODP funds **only if the course fully addresses the hazardous materials sections included in the ODP Emergency Responder Guidelines and the ODP Homeland Security Guidelines for Prevention and Deterrence**. If the hazardous materials course does **not fully** address the hazardous materials sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, then the course is not considered an allowable use of ODP funds.

The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.

Eligibility of Search and Rescue, Special Weapons and Tactics (SWAT), and Medical Trauma Courses. On September 1, 2004, ODP issued Information Bulletin #132 on the

Interagency Security Plan, available at <http://www.ojp.usdoj.gov/odp/docs/bulletins.htm>. In this bulletin, ODP expanded the allowable use of grant funds to support additional training in the areas of search and rescue, SWAT, and medical trauma provided certain requirements were met. The following sections provide further detail on these initiatives.

- *Eligibility of Search and Rescue Courses:* Local jurisdictions shall conduct search and rescue training in compliance with:

- o NFPA 1670, *Standard on Operations and Training for Technical Rescue and Search Incidents*
- o NFPA 1006, *Standard for Rescue Technician Professional Qualifications* Only Urban Search and Rescue (USAR) courses approved by FEMA and delivered by FEMA-certified providers are eligible for use of ODP funds. A list of these courses and providers will be maintained by ODP in coordination with FEMA.

The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.

If the basic, foundational USAR course fully addresses the fire service and or hazardous materials sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, no additional CBRNE-specific training is necessary for eligibility purposes. However, if the foundational USAR course does **not** fully address these sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, then the student must also complete follow-on CBRNE awareness training within a reasonable timeframe in order for the USAR course to be considered an allowable use of ODP funds.

These USAR courses are intended to build a critical capacity at the state and local levels. **The execution of this training in the stated capacity-building context is unrelated to designation of national USAR teams. Therefore, local jurisdictions and UASI jurisdictions may not request such designation based on training.**

- *Eligibility of SWAT Courses:* SWAT courses, including basic, foundational courses, are eligible for support through ODP funds, provided that the training meets the following requirements:

- o The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.
- o Local jurisdictions shall conduct training in compliance with state and local regulations and policies governing the certification of SWAT personnel.

- o Trainees shall be sworn officers and shall have completed a Basic SWAT school accredited by the appropriate state-level criminal justice organization.
 - o Training shall be conducted by instructors certified by a state or national level criminal justice organization
 - o The State or Urban Area shall develop and implement a safety plan excluding service ammunition and weapons from the training site and shall not employ live chemical agents (to include OC) or impact weapons during the training
 - o If a foundational SWAT course fully addresses the law enforcement sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, no additional CBRNE-specific training is necessary for eligibility purposes. However, if the foundational SWAT course does **not** fully address the law enforcement sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, then the student must also complete follow-on CBRNE awareness training within a reasonable timeframe in order for the foundational SWAT course to be considered an allowable use of ODP funds.
- *Eligibility of Medical Trauma Courses:* Medical trauma courses—including basic, foundational courses—are eligible for support through ODP funds, provided that the training meets the following requirements:
- o The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.
 - o Local jurisdictions shall conduct training in compliance with NFPA 473, *Standard Competencies for EMS Personnel Responding to Hazardous Materials Incidents*.
 - o Local jurisdictions shall conduct training in compliance with state and local regulations and policies governing the certification of EMS providers.
 - o Local jurisdictions shall coordinate their efforts with the closest MMRS jurisdiction.
 - o Trainees shall have completed a basic Emergency Medical Technician (EMT) certification per the state or local accreditation requirements. This type of training may not be funded with ODP monies.
 - o If a foundational medical trauma course fully addresses the emergency medical services sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, no additional CBRNE-specific training is necessary for eligibility purposes. However, if the foundational medical trauma course does **not** fully address the emergency medical services sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, then the student Must also complete follow-on CBRNE awareness training within a reasonable timeframe in order for the foundational medical trauma course to be considered an allowable use of ODP funds.

Evaluation of ODP Training Courses. The goal of evaluating ODP training courses is to determine how much a participant's knowledge, skills, and abilities change after completion of a course relative to knowledge, skills, and abilities prior to the class. ODP utilizes a self-assessment methodology and collects information via a standardized evaluation form. The form is designed to gather data about the course and participant, including data such as the participant's professional discipline and years of service. Additionally, the evaluation measures the participant's knowledge relative to a set of standardized learning objectives both before and after taking the course.

If a state or local jurisdiction uses ODP funds to provide ODP-approved courses, the state or local jurisdiction must use the standard evaluation form to collect data about the course and its participants. An ODP-approved course is defined as one developed by the state or local jurisdiction and approved by ODP for delivery. If the state or local jurisdiction receives training through its ODP course allocation, the training partner delivering the course is responsible for data collection and entry. Similarly, if the state or local jurisdiction enters into a direct contract with one of the ODP training partners, training partner is still responsible for the data collection and entry function.

However, if the ODP-sponsored course is delivered by a state or local organization, the course provider is responsible for collecting data on the course and its participants. As part of the course approval process, the course developer establishes a set of course objectives directly tied to the course content. The objectives are incorporated into the standardized course evaluation form. Course participants are required to complete all fields and the course instructor is responsible for ensuring that all forms are complete. Course providers are granted access to and enter data into the ODP Secure Portal. Costs related to developing and administering the self-assessment and collecting information via a standardized evaluation form is allowable.

Allowable Exercise Costs

Exercises conducted with ODP support (grant funds or direct support) must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). HSEEP Volumes I-III contain guidance and recommendations for designing, developing, conducting, and evaluating exercises. HSEEP Volumes I-III can be found at ODP's website at <http://www.ojp.usdoj.gov/odp/exercises.htm>. Volume IV, which contains sample exercise materials and documents, can be found on ODP's Secure Portal at <https://odp.esportals.com> or <http://www.llis.gov>.

Exercise Planning Workshop. Local jurisdictions must conduct an annual Exercise Planning Workshop (EPW) to examine the progress and effectiveness of their current exercise strategy and program. A Multiyear Exercise Plan and schedule must be produced from the EPW and submitted through ODP's Secure Portal Exercise Scheduler located at <https://odp.esportals.com>. Refer to HSEEP Volume III, Chapter 2 for further guidance on EPWs and the Multiyear Exercise Plan and schedule.

Exercise Scenarios. The scenarios used in SHSP, UASI, and LETPP-funded exercises must be terrorism-related and based on the state's/urban area's homeland security strategy and plans. Acceptable scenarios for exercises include: chemical, biological, radiological, nuclear, explosive, cyber and agricultural. Recipients that need further clarification on scenarios should consult with their ODP Exercise Manager for assistance and/or approval. Fifteen all-hazards National Planning Scenarios, including twelve terrorism scenarios, have been developed, and will be made available for use in national, federal, state, and local homeland security preparedness activities. Citizen participation in exercises is encouraged to include back filling non-professional tasks for first responders deployed on exercise, administrative and logistical assistance with exercise implementation, and providing simulated victims, press, and members of the public. Citizen participation in exercises should be coordinated with local Citizen Corps Council(s).

Recipients that wish to expend funds on models, simulations, or games (MS&G) must consult with "Review of Models, Simulations, and Games for Domestic Preparedness Training and Exercising, Volume III," which provides an overview and analysis of existing models, simulations and games. This report is available at <http://www.ojp.usdoj.gov/odp/exercises.htm>

Recipients must justify the purchase and use of a given MS&G product/service, by a) documenting the training and/or exercise objective(s), b) documenting how the selected product/service will support those objectives, and c) justification for the chosen product category (potentially referring to Volume III benefits/limitations). The form for this justification can be found at <http://www.ojp.usdoj.gov/odp/exercises.htm>.

If a state or urban area will be hosting an upcoming special event (e.g., Superbowl, G-8 Summit, etc.), or they anticipate that they will apply to be a venue for a future Top Officials (TOPOFF) exercise, they should plan to use SHSP or UASI funding to fund training and exercise activities in preparation for that event.

All tabletop exercises (TTXs), drills, functional exercises (FEs), and full-scale exercises (FSEs) will be evaluated and performance based. An After Action Report (AAR) and Improvement Plan will be prepared and submitted to DHS/ODP following every TTX, drill, FE, and FSE. AAR/IPs must be provided to ODP within 60 days following completion of each exercise (see HSEEP Volume II, Appendix A). Currently, these AAR/IPs can be submitted through the ODP Secure Portal. However ODP is working with other agencies to develop a national reporting system. ***A state or local jurisdiction that conducts an exercise using SHSP, UASI, and LETPP funds must follow the HSEEP doctrine and protocol contained in Volume II.***

Local jurisdictions are encouraged to develop a self-sustaining State Homeland Security Exercise and Evaluation Program which is modeled after the national HSEEP. This may include, for example: hiring dedicated exercise program staff, awareness seminars on HSEEP, attending exercise training courses, and maintaining a system to track the completion and submission of AARs and Improvement Plans from exercises (including costs associated with meeting with local units of government to define procedures).

Allowable Management and Administrative Costs

All programs within HSGP have allowable M&A costs for both the state-level as well as the local unit of government, urban area, or designated sub-recipient.

- **SHSP, UASI, LETPP, CCP, MMRS:** No more than **5% of the total amount** allocated to the state for each program within HSGP may be retained at the state level and used for M&A purposes. These state M&A funds must be included in the total funds retained by the state. In addition, local jurisdiction sub-recipients may retain and use up to **5% of their sub-award** for local M&A purposes.

Unauthorized Program Expenditures

Unauthorized program expenditures include: 1) expenditures for items such as general use software (word processing, spreadsheet, graphics, etc), general-use computers (other than for allowable M&A activities, or otherwise associated preparedness or response functions) and related equipment, general-use vehicles, licensing fees, weapons systems and ammunition; 2) activities unrelated to the completion and implementation of the SHSP; 3) other items not in accordance with the Authorized Equipment List or previously listed as allowable costs; and, 4) construction or renovation of facilities.

LOCAL HOMELAND SECURITY PROGRAM

Sub-recipient will prepare a Program narrative and Budget Worksheet describing how the jurisdiction will use allocated funds to support the defined projects and objectives from the State's Homeland Security Strategy.

These funds may be used for homeland security and emergency operations planning; the purchase of specialized equipment to enhance the capability of local agencies to prevent, respond to, and mitigate incidents of terrorism involving the use of chemical, biological, radiological, nuclear, and explosive (CBRNE) weapons and cyber attacks; attendance at FEMA-sponsored or approved CBRNE training courses; for costs related to the design, development, conduct, and evaluation of CBRNE and cyber security exercises; and for costs associated with implementing State Homeland Security Strategy.

ALLOWABLE PROJECTS, GOALS & OBJECTIVES:

HSGP

PROJECT:

Establish/enhance a terrorism intelligence/early warning system, center, or task force.

GOAL:

Increase jurisdiction participation with multi-level intelligence components/agencies to deter/prevent WMD/Terrorism incidents

Designation of Sub-recipient Grant Administrator (SGA) STATE HOMELAND SECURITY PROGRAM

The following person is officially appointed to represent your jurisdiction as the *Sub-recipient* Grant Administrator (SGA) and is hereby duly authorized to fulfill the terms of this Cooperative Agreement during the performance period on behalf of the *Sub-recipient*.

Name: Robert Stephens Title: Director of Training
(Sub-recipient Grant Administrator)

Organization Name: Hattiesburg Fire Dept.

Mailing Address: 53 Academy Dr

City: Hattiesburg Zip Code 39401

Telephone Number: (601) 545-4650 Fax Number: (601) 545-4652

Cellular Number: (601) 596-6749 Pager Number: () _____

Email Address: rstephens@hattiesburgms.com

Appointed by: Toby BARKER Date: 12-11-17
(Print Name)

Signature: [Signature] Title: 12-11-17

Objectives:

Provide Intel gathering and information sharing capabilities to 50% of local jurisdictions within 3 years after approval of state strategy.

Develop a joint 24-hour emergency notification system for first responders and others who are in a critical, need-to-know position. This includes the Health Alert Network (HAN) and DPS information dissemination to local law enforcement within 3 years after approval of state strategy.

PROJECT

Establish/enhance statewide deterrence/prevention and response efforts.

GOAL:

Reduce Mississippi's vulnerability to terrorism through preparedness and protective efforts.

Objectives:

Create, implement, and maintain terrorism preparedness plans consistent with the National Response Plan (NRP) and provide advice, assistance, training, and oversight to local governments in the development of such plans within 3 years after approval of state strategy.

Improve by 5% the number of emergency responders prepared to respond to WMD/CBRNE incidents, including hoaxes and suspicious packages within 3 years of the approval of the state strategy.

Fiscal Year 2017 State Domestic Preparedness Equipment Program

Equipment Purchase Budget Detail Worksheet and Impact of Funding Table

Jurisdiction: _____

Category	Item	Quantity	Total Cost	Items to Each Discipline (s)	Allocation to Each Discipline (s)
Personal Protective Equipment					
Explosive Device Mitigation and Remediation Equipment					
CBRNE Search & Rescue Equipment					
Interoperable Communication Equipment					
Detection Equipment					
Decontamination Equipment					
Physical Security Enhancement Equipment					
Terrorism Incident Prevention Equipment					
CBRNE Logistical Support Equipment					
CBRNE Incident Response Vehicle					
Medical Supplies and Limited Types of Pharmaceuticals					
CBRNE Reference Materials					
Agricultural Terrorism Prevention, Response and Mitigation Equipment					
CBRNE Response Watercraft					

CBRNE Aviation Equipment					
Cyber Security Enhancement Equipment					
Intervention Equipment					
Other Authorized Equipment					
Total:			\$		

List of Suggested Abbreviations

LE - Law Enforcement
 EMS-FB - Emergency Medical Services (Fire Based)
 EMS-NFB – Emergency Medical Services (Non Fire Based)
 EMA - Emergency Management
 FS - Fire Service
 HZ - HAZMAT
 PW - Public Works
 PH - Public Health
 GA - Governmental Administrative
 PSC - Public Safety Communications
 HC - Health Care
 Ag – Agriculture
 CS – Cyber Security

Fiscal Year 2017

Planning Budget Detail Worksheet

State: Mississippi

Date:

Jurisdiction: _____

Planning Total:

Planning Budget Category	Item	Amount
Personnel (Full, Part-time)		
Sub-Total:		
Contractors/Consultants		
Sub-Total:		
Travel		
Sub-Total		
Overtime/Backfill		
Sub-Total:		
Meeting Expenses		
Sub-Total:		
Office Equipment		
Sub-Total:		
Supplies		
Sub-Total:		
Total Jurisdictional Allocation:		

Fiscal Year 2017

Training Budget Detail Worksheet

State: Mississippi

Date:

Jurisdiction: _____

Training Total:

Training Budget Category	Item	Amount
Personnel (Full, Part-Time)		
Sub-Total:		
Contractors/Consultants		
Sub-Total:		
Overtime/Backfill		
Sub-Total:		
Travel		
Sub-Total:		
Supplies		
Sub-Total:		
Other Items		
Sub-Total:		
Total Allocation:		

Fiscal Year 2017

Exercise Budget Detail Worksheet

State: Mississippi

Date:

Jurisdiction: _____

Exercise Total:

Exercise Budget Category	Item	Amount
Personnel (Full, Part-Time)		
Sub-Total:		
Contractors/Consultants		
Sub-Total:		
Overtime/Backfill		
Sub-Total:		
Travel		
Sub-Total:		
Supplies		
Sub-Total:		
Other Items		
Sub-Total:		
Total Allocation:		

Fiscal Year 2017

Administrative Budget Detail Worksheet

State: Mississippi

Date:

Jurisdiction: _____

Administrative Total: _____

Administrative Budget Category	Item	Amount
Personnel (Full, Part-time)		
Sub-Total:		
Contractors/Consultants		
Sub-Total:		
Travel		
Sub-Total:		
Meeting Expenses		
Sub-Total:		
Office Equipment		
Sub-Total:		
Supplies		
Sub-Total:		
Total Jurisdictional Allocation:		



City of Hattiesburg, MS

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

Master

File Number: 2018-107

File ID: 2018-107

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 12/27/2017

Brief Title: Accept bid for 2017 Water System Improvements Project

Final Action:

Minute Book Number: MB2018-6

Title:

Acknowledge receipt of bids on December 14, 2017 for the 2017 Water System Improvements Project and accept bid from T L Wallace Construction, Inc. in the amount of \$717,310.00 as the lowest and best bid; authorize Mayor to execute contract for same upon preparation.

Notes:

Agenda Date: 01/02/2018

Indexes:

Agenda Number: VII.-4

Sponsors:

Enactment Date:

Attachments: Certified Bid Tab, 11247_Specs_Street Ready_2017-10-23, 11247_Plans_Final Set_Signed_2017-09-20

Enactment Number:

Contact:

Meeting Date: 01/02/2018

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	01/02/2018					

Text of Legislative File 2018-107

Title

Acknowledge receipt of bids on December 14, 2017 for the 2017 Water System Improvements Project and accept bid from T L Wallace Construction, Inc. in the amount of \$717,310.00 as the lowest and best bid; authorize Mayor to execute contract for same upon preparation.

Summary

Acknowledge receipt of bids on December 14, 2017 for the 2017 Water System Improvements Project and accept bid from T L Wallace Construction, Inc. in the amount of \$717,310.00 as the lowest and best bid; authorize Mayor to execute contract for same upon preparation.

Budget Information

075695.7245.61

Expenditure Type

MB

Purchasing Item

Sealed Bid



Engineering Progress

December 18, 2017

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

Attn: Lamar Rutland, P.E.

RE: 2017 Water System Improvements
City of Hattiesburg, MS

Dear Lamar:

I have certified the enclosed bid tabulation that represents all bids that were received and opened at 10:00 a.m. on December 14, 2017 for the above referenced project.

I am recommending TL Wallace Construction, Inc. of Columbia, MS in the bid amount of Seven Hundred Seventeen Thousand, Three Hundred, Ten Dollars and No Cents (\$717,310.00).

Enclosed is a copy of the original bid from TL Wallace Construction, Inc. and the original bids from all other bidders.

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 'Shea E. McNease', is written over the word 'Sincerely,'.

Shea E. McNease, P.E.
Project Engineer

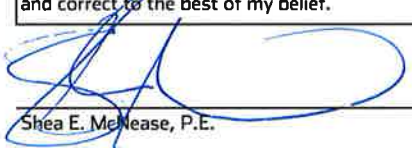
/aa

BID TAB				December 14,2017		TL Wallace Construction, Inc. 4025 HWY 35 North Columbia, MS 39429		CB Developers, Inc. 1716 Evelyn Gandy Parkway, Suite 40 Hattiesburg, MS 39401		Red Oak Constructin LLC 3351 Jackson Liberty Dr Wesson, MS 39191		DNA Underground, LLC 16101 S Swan Road Gulfport, MS 39503		Miller Enterproses LLC 136 Wilson Rd. Hattiesburg, MS 39402	
Project:		2017 Water System Improvements													
Project No.		11247													
BASE BID															
Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount		
	Water Pipe Items														
1	2" & UNDER 150 PSI PVC WATER PIPE FOR CONNECTION (OPEN CUT)	100	LF	\$15.00	\$1,500.00	\$12.30	\$1,230.00	\$7.50	\$750.00	\$15.00	\$1,500.00	\$6.45	\$645.00		
2	6" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	5710	LF	\$22.00	\$125,620.00	\$22.12	\$126,305.20	\$30.70	\$175,297.00	\$30.00	\$171,300.00	\$19.69	\$112,429.90		
3	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	2620	LF	\$26.00	\$68,120.00	\$29.34	\$76,870.80	\$37.50	\$98,250.00	\$33.00	\$86,460.00	\$25.07	\$65,683.40		
4	8" 200 PSI, DR9, HDPE (DIRECTION BORE) (INCL. ADAPTER FITTING)	390	LF	\$58.00	\$22,620.00	\$52.87	\$20,619.30	\$68.00	\$26,520.00	\$75.00	\$29,250.00	\$118.78	\$46,324.20		
5	10" 200 PSI,DR9, HDPE (DIRECTION BORE) (INCL. ADAPTER FITTINGS)	360	LF	\$70.00	\$25,200.00	\$69.51	\$25,023.60	\$86.00	\$30,960.00	\$85.00	\$30,600.00	\$154.00	\$55,440.00		
	Connection Items														
6	CUT AND CAP EXISTING WATER LINE IN PLACE	16	EACH	\$300.00	\$4,800.00	\$703.40	\$11,254.40	\$610.00	\$9,760.00	\$800.00	\$12,800.00	\$607.00	\$9,712.00		
7	CONNECTION: PROPOSED 6" TO EXISTING 2" (STRAIGHT-COUPLING)	1	EACH	\$500.00	\$500.00	\$556.86	\$556.86	\$775.00	\$775.00	\$1,500.00	\$1,500.00	\$796.00	\$796.00		
8	CONNECTION: PROPOSED 6" TO EXISTING 6" (HOT TAP W/ VALVE ASSEMBLY)	9	EACH	\$2,200.00	\$19,800.00	\$2,754.98	\$24,794.82	\$2,500.00	\$22,500.00	\$3,500.00	\$31,500.00	\$3,099.00	\$27,891.00		
9	CONNECTION: PROPOSED 6" TO EXISTING 8" (HOT TAP W/ VALVE ASSEMBLY)	3	EACH	\$2,200.00	\$6,600.00	\$2,989.45	\$8,968.35	\$2,875.00	\$8,625.00	\$3,800.00	\$11,400.00	\$3,359.00	\$10,077.00		
10	CONNECTION: PROPOSED 6" TO EXISTING 10" (HOT TAP W/ VALVE ASSEMBLY)	4	EACH	\$2,300.00	\$9,200.00	\$2,930.83	\$11,723.32	\$3,075.00	\$12,300.00	\$3,800.00	\$15,200.00	\$3,599.00	\$14,396.00		
11	CONNECTION: PROPOSED 6" TO EXISTING 20" (HOT TAP W/ VALVE ASSEMBLY)	2	EACH	\$3,200.00	\$6,400.00	\$5,253.22	\$10,506.44	\$4,700.00	\$9,400.00	\$4,000.00	\$8,000.00	\$4,828.00	\$9,656.00		
12	CONNECTION: PROPOSED 6" TO PROPOSED 6"(TEE & OTHER FITTINGS)	2	EACH	\$550.00	\$1,100.00	\$2,086.75	\$4,173.50	\$1,500.00	\$3,000.00	\$2,500.00	\$5,000.00	\$702.00	\$1,404.00		
13	CONNECTION: PROPOSED 8" TO EXISTING 2" (HOT TAP W/ VALVE ASSEMBLY)	1	EACH	\$850.00	\$850.00	\$1,436.11	\$1,436.11	\$1,250.00	\$1,250.00	\$1,800.00	\$1,800.00	\$1,097.00	\$1,097.00		
14	CONNECTION: PROPOSED 8" TO EXISTING 6" (HOT TAP W/ VALVE ASSEMBLY)	1	EACH	\$2,370.00	\$2,370.00	\$5,041.03	\$5,041.03	\$4,200.00	\$4,200.00	\$4,500.00	\$4,500.00	\$3,660.00	\$3,660.00		
15	CONNECTION: PROPOSED 8" EXISTING 6" (STRAIGHT-COUPLING)	1	EACH	\$510.00	\$510.00	\$1,436.11	\$1,436.11	\$1,150.00	\$1,150.00	\$1,500.00	\$1,500.00	\$981.00	\$981.00		
16	CONNECTION: PROPOSED 8" TO EXISTING 8" (HOT TAP W/ VALVE ASSEMBLY)	3	EACH	\$2,750.00	\$8,250.00	\$3,927.32	\$11,781.96	\$3,400.00	\$10,200.00	\$3,800.00	\$11,400.00	\$4,510.00	\$13,530.00		

BID TAB Project: 2017 Water System Improvements Project No. 11247				December 14, 2017		TL Wallace Construction, Inc. 4025 HWY 35 North Columbia, MS 39429		CB Developers, Inc. 1716 Evelyn Gandy Parkway, Suite 400 Hattiesburg, MS 39401		Red Oak Constructin LLC 3351 Jackson Liberty Dr Wesson, MS 39191		DNA Underground, LLC 16101 S Swan Road Gulfport, MS 39503		Miller Enterproses LLC 136 Wilson Rd. Hattiesburg, MS 39402	
BASE BID															
Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
17	CONNECTION: PROPOSED 8" TO EXISTING 10" (HOT TAP W/ VALVE ASSEMBLY)	2	EACH	\$2,750.00	\$5,500.00	\$4,044.55	\$8,089.10	\$3,550.00	\$7,100.00	\$4,000.00	\$8,000.00	\$4,760.00	\$9,520.00		
18	CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & OTHER FITTINGS)	2	EACH	\$800.00	\$1,600.00	\$2,162.95	\$4,325.90	\$2,000.00	\$4,000.00	\$1,500.00	\$3,000.00	\$965.00	\$1,930.00		
19	CONNECTION: PROPOSED 8" TO PROPOSED 8" (TEE & OTHER FITTINGS)	1	EACH	\$850.00	\$850.00	\$2,215.71	\$2,215.71	\$2,200.00	\$2,200.00	\$1,500.00	\$1,500.00	\$862.00	\$862.00		
	VALVE ITEMS														
20	2" & UNDER INSERT-A-VALVE	5	EACH	\$900.00	\$4,500.00	\$5,861.66	\$29,308.30	\$800.00	\$4,000.00	\$3,800.00	\$19,000.00	\$6,698.00	\$33,490.00		
21	6" GATE VALVE	4	EACH	\$790.00	\$3,160.00	\$957.80	\$3,831.20	\$930.00	\$3,720.00	\$900.00	\$3,600.00	\$1,030.00	\$4,120.00		
22	8" GATE VALVE	5	EACH	\$1,020.00	\$5,100.00	\$1,317.70	\$6,588.50	\$1,350.00	\$6,750.00	\$1,100.00	\$5,500.00	\$1,386.00	\$6,930.00		
	FIRE PROTECTION ITEMS														
23	3 WAY FIRE HYDRANT W/ APPURTENANCES (INCL. TEE, VALVE, HYDRANT, BRASS, TAT, PIPE, & OTHER FITTINGS)	20	EACH	\$3,320.00	\$66,400.00	\$3,452.52	\$69,050.40	\$2,800.00	\$56,000.00	\$3,800.00	\$76,000.00	\$3,949.45	\$78,989.00		
	SERVICE ITEMS														
24	RESIDENTIAL SERVICE TAP (ALL SIZES) (INCL: OPEN CUT SERVICE TUBING, TAPPING SADDLE, CORP STOP, ETC.)	127	EACH	\$350.00	\$44,450.00	\$511.14	\$64,914.78	\$340.00	\$43,180.00	\$250.00	\$31,750.00	\$770.00	\$97,790.00		
25	COMMERCIAL SERVICE TAP (ALL SIZES) (INCL: OPEN CUT SERVICE TUBING, TAPPING SADDLE, CORP STOP, ETC.)	0	EACH	\$1,000.00	\$0.00	\$2,930.83	\$0.00	\$2,500.00	\$0.00	\$1,500.00	\$0.00	\$0.00	\$0.00		
26	SERVICE TUBING (BORED) (ALL SIZES)	2130	LF	\$18.00	\$38,340.00	\$7.55	\$16,081.50	\$14.00	\$29,820.00	\$15.00	\$31,950.00	\$24.95	\$53,143.50		
	MISCELLANEOUS CONSTRUCTION														
27	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM FOR BASE REPAIR AT TRENCH	600	CY	\$22.00	\$13,200.00	\$8.79	\$5,274.00	\$38.00	\$22,800.00	\$11.00	\$6,600.00	\$9.75	\$5,850.00		
28	CRUSHED AGGREGATE FOR ROAD REPAIR (SIZE 825)	610	TON	\$70.00	\$42,700.00	\$44.55	\$27,175.50	\$51.00	\$31,110.00	\$42.00	\$25,620.00	\$44.50	\$27,145.00		
29	ASPHALT PAVEMENT REPAIR (ALL DEPTHS)	110	TON	\$200.00	\$22,000.00	\$193.43	\$21,277.30	\$400.00	\$44,000.00	\$120.00	\$13,200.00	\$130.00	\$14,300.00		
30	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)	540	SY	\$120.00	\$64,800.00	\$93.79	\$50,646.60	\$118.33	\$63,898.20	\$50.00	\$27,000.00	\$51.00	\$27,540.00		
31	CONCRETE SIDEWALK PAVEMENT REPAIR (ALL DEPTHS)	52	SY	\$120.00	\$6,240.00	\$93.79	\$4,877.08	\$103.57	\$5,385.64	\$50.00	\$2,600.00	\$60.00	\$3,120.00		

BID TAB Project: 2017 Water System Improvements Project No. 11247 December 14, 2017				TL Wallace Construction, Inc. 4025 HWY 35 North Columbia, MS 39429		CB Developers, Inc. 1716 Evelyn Gandy Parkway, Suite 40 Hattiesburg, MS 39401		Red Oak Constructin LLC 3351 Jackson Liberty Dr Wesson, MS 39191		DNA Underground, LLC 16101 S Swan Road Gulfport, MS 39503		Miller Enterproses LLC 136 Wilson Rd. Hattiesburg, MS 39402	
BASE BID													
Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
32	BRICK SIDEWALK PAVEMENT REAPIR (ALL DEPTHS)	40	SF	\$27.00	\$1,080.00	\$64.48	\$2,579.20	\$62.10	\$2,484.00	\$65.00	\$2,600.00	\$75.00	\$3,000.00
33	CONCRETE CURB & GUTTER REPAIR (MATCH EXISTING IN KIND)	210	LF	\$45.00	\$9,450.00	\$29.31	\$6,155.10	\$63.15	\$13,261.50	\$20.00	\$4,200.00	\$21.00	\$4,410.00
34	LANDSCAPE RESTORATION(INC. TOP SOIL, PLANTS, MULCH, EATERING, ETC.)	1800	SF	\$8.00	\$14,400.00	\$5.86	\$10,548.00	\$2.50	\$4,500.00	\$10.00	\$18,000.00	\$8.75	\$15,750.00
35	SOLID SOD (INCL. SOD, TOP SOIL, FERTILIZER, WATERING, ETC.)	3800	SY	\$12.00	\$45,600.00	\$4.40	\$16,720.00	\$7.57	\$28,766.00	\$8.00	\$30,400.00	\$5.50	\$20,900.00
36	TEMPORARY EROSION CONTROL	1	LS	\$2,000.00	\$2,000.00	\$8,792.50	\$8,792.50	\$3,000.00	\$3,000.00	\$15,000.00	\$15,000.00	\$7,500.00	\$7,500.00
37	MAINTENANCE OF TRAFFIC	1	LS	\$2,500.00	\$2,500.00	\$5,861.66	\$5,861.66	\$2,500.00	\$2,500.00	\$15,000.00	\$15,000.00	\$9,500.00	\$9,500.00
38	MOBILIZATION	1	LS	\$20,000.00	\$20,000.00	\$41,031.65	\$41,031.65	\$3,200.00	\$3,200.00	\$75,000.00	\$75,000.00	\$131,221.00	\$131,221.00
*denotes mathmatcal correction Bid Total:				\$ 717,310.00		\$747,065.78		\$796,612.34		\$ 839,230.00		\$ 930,733.00	

This is to certify that I have checked the tabulation of the bids received by the City of Hattiesburg on December 14, 2017, and that said tabulation is true and correct to the best of my belief.



Shea E. McNease, P.E.



Engineering Progress

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

2017 WATER SYSTEM IMPROVEMENTS

FOR THE

CITY OF HATTIESBURG

OCTOBER, 2017

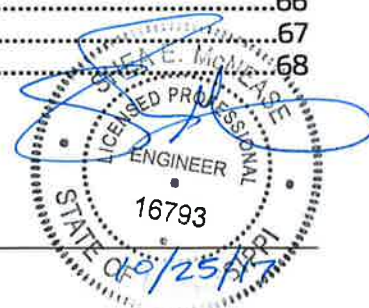


PREPARED BY:

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

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ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, Mississippi, will receive sealed bids until 10:00 A.M. on December 14, 2017 in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following:

2017 WATER SYSTEM IMPROVEMENTS HATTIESBURG, MISSISSIPPI

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

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

BID:

2017 WATER SYSTEM IMPROVEMENTS HATTIESBURG, MISSISSIPPI

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

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

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

Kermas Eaton, City Clerk

Publish on November 9, 2017 and November 16, 2017

City of Hattiesburg

Return PROOF to SDW, Inc.

301 Second Avenue

Hattiesburg, MS 39401

INFORMATION FOR BIDDERS

BIDS will be received by CITY OF HATTIESBURG, MISSISSIPPI herein called the "OWNER", at City Hall until 10:00 A.M. on December 14, 2017, and then at said office publicly opened and read aloud.

Each BID must be submitted in sealed envelope, addressed to City of Hattiesburg. Each sealed envelope containing a BID must be plainly marked on the outside as BID for 2017 WATER SYSTEM IMPROVEMENTS and the envelope should bear on the outside the BIDDER'S name, address, and license number if applicable. If forwarded by mail, the sealed BID shall be included in a delivery package addressed to the Owner at 200 Forrest Street, Hattiesburg, MS 39401.

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

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

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

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

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

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

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

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

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

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

The OWNER within thirty (30) days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within thirty (30) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the thirty (30) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

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

A conditional or qualified BID will not be accepted.

Award will be made to the lowest and best responsive and responsible BIDDER.

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

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

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

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

The ENGINEER is SHOWS, DEARMAN & WAITS, INC. The address of the ENGINEER is 301 2ND AVENUE, HATTIESBURG, MISSISSIPPI.

PROPOSAL FORM

I (we) agree to begin work within (10) calendar days after the issuance of Notice to Proceed, and to complete the work within 75 calendar days thereafter.

It is understood that the quantities of work listed for unit prices bid are approximate, and are intended to merely indicate the general scope of the various items entering into the complete work and for comparison of bids. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the Proposal and that no change in the unit prices proposed shall be occasioned thereby.

The undersigned further agrees that the unit and lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

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

If within sixty (60) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within ten (10) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,

Authorized by:

ADDRESS

PROPOSAL

2017 WATER SYSTEM IMPROVEMENTS HATTIESBURG, MISSISSIPPI

ITEM No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (\$)	EXTENSION (\$)
	Water Pipe Items				
1	2" & Under 150 PSI PVC Water Pipe for Connections (Open Cut)	LF	100		
2	6" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	5710		
3	8" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	2620		
4	8" 200 PSI, DR9, HDPE (Direction Bore) (Inc. adapter fittings)	LF	390		
5	10" 200 PSI, DR9, HDPE (Direction Bore) (Incl. adapter fittings)	LF	360		
	Connection Items				
6	Cut and Cap Existing Water Line in Place	Each	16		
7	Connection: Proposed 6" to Existing 2" (Straight – Coupling)	Each	1		
8	Connection: Proposed 6" to Existing 6" (Hot Tap w/ Valve Assembly)	Each	9		
9	Connection: Proposed 6" to Existing 8" (Hot Tap w/ Valve Assembly)	Each	3		
10	Connection: Proposed 6" to Existing 10" (Hot Tap w/ Valve Assembly)	Each	4		
11	Connection: Proposed 6" to Existing 20" (Hot Tap w/ Valve Assembly)	Each	2		
12	Connection: Proposed 6" to Proposed 6" (Tee & other fittings)	Each	2		
13	Connection: Proposed 8" to Existing 2" (Hot Tap w/ Valve Assembly)	Each	1		
14	Connection: Proposed 8" to Existing 6" (Hot Tap w/ Valve Assembly)	Each	1		
15	Connection: Proposed 8" Existing 6" (Straight-Coupling)	Each	1		
16	Connection: Proposed 8" to Existing 8" (Hot Tap w/ Valve Assembly)	Each	3		
17	Connection: Proposed 8" to Existing 10" (Hot Tap w/ Valve Assembly)	Each	2		
18	Connection: Proposed 8" to Proposed 6" (Tee & other fittings)	Each	2		

ITEM No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (\$)	EXTENSION (\$)
19	Connection: Proposed 8" to Proposed 8" (Tee & other fittings)	Each	1		
	Valve Items				
20	2" & Under 'Insert-A-Valve'	Each	5		
21	6" Gate Valve	Each	4		
22	8" Gate Valve	Each	5		
	Fire Protection Items				
23	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tat, Pipe, & other fittings)	Each	20		
	Service Items				
24	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc.)	Each	127		
25	Commercial Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc.)	Each	0		
26	Service Tubing (Bored) (All Sizes)	LF	2130		
	Miscellaneous Construction Items				
27	Select Fill Material (Class 9, Group C), LVM for Base Repair at Trench	CY	600		
28	Crushed Aggregate for Road Repair (Size 825)	Ton	610		
29	Asphalt Pavement Repair (All Depths)	Ton	110		
30	Concrete Pavement Repair (All Depths)	SY	540		
31	Concrete Sidewalk Pavement Repair (All Depths)	SY	52		
32	Brick Sidewalk Pavement Repair (All Depths)	SF	40		
33	Concrete Curb and Gutter Repair (Match Existing in kind)	LF	210		
34	Landscape Restoration (Inc. Top Soil, Plants, Mulch, Watering, etc.)	SF	1800		
35	Solid Sod (Incl. Sod, Top Soil, Fertilizer, Watering, etc.)	SY	3800		

ITEM No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (\$)	EXTENSION (\$)
36	Temporary Erosion Control	LS	1		
37	Maintenance of Traffic	LS	1		
38	Mobilization	LS	1		
BASE BID TOTAL: _____					

Base Bid Respectfully Submitted, Name of Firm or Bidder: _____

BID BOND

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

Signed, this _____ day of _____, 20_____.

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

2017 WATER SYSTEM IMPROVEMENTS HATTIESBURG, MISSISSIPPI

NOW, THEREFORE,

(a) If said BID shall be rejected, or

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

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

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

PRINCIPAL

SURETY

BY: _____

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

CONTRACT AGREEMENT

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

ARTICLE 1: SCOPE OF WORK

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

2017 WATER SYSTEM IMPROVEMENTS

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

ARTICLE 2: THE CONTRACT SUM

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

ARTICLE 3: TIME OF COMPLETION

The CONTRACTOR agrees, for the consideration above expressed, to begin and complete the work within the time specified in the Proposal. If the CONTRACTOR fails to complete the work in the time specified, he shall pay the OWNER as **liquidated damages**, ascertained and agreed, and not in the nature of a penalty, the sum of **\$300.00** for each day delayed, which shall be deducted from the final amount to be paid under the contract; provided that the extension of time with the waiver of liquidation damages may be granted as provided for in the Specifications.

ARTICLE 4: PROGRESS PAYMENTS

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

The CONTRACTOR will on or before the tenth (10th) day of each month make an estimate of the value of the work done, based on contract prices, and submit to the ENGINEER, along with an affidavit by the CONTRACTOR that progress payments theretofore received from OWNER have discharged in full all the CONTRACTOR's obligations stated in prior progress payments. ENGINEER will recommend partial payment to the OWNER within a reasonable time of receipt of CONTRACTOR's estimate based on the ENGINEER's estimated quantities.

The OWNER agrees to pay the CONTRACTOR one hundred percent (100%) of the value of the work done each month, less five percent (5%) retainage until final acceptance of the work has been made. If defective and/or materials are discovered or reasonable doubt arises to the integrity of any part of the work for which partial payment has been allowed, a deduction from subsequent estimates in the amount equal to the work in question will be made until the defects have been remedied or the cause for doubt removed.

ARTICLE 5: ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice that the work is ready for final acceptance and inspection, the ENGINEER shall promptly make such inspection, and when he finds the work acceptable under the contract, and the contract fully performed, he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof. Then, the entire balance shall be due the CONTRACTOR within forty-five (45) days the date of said final acceptance and receipt of the closeout documents required per the Supplement to General Conditions and recommendation of the same to the OWNER.

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

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

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

ARTICLE 6: THE PERFORMANCE BOND

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

ARTICLE 7 INSURANCE

The CONTRACTOR agrees to also carry public liability insurance, property damage insurance, and workman's compensation insurance in amounts as required by the specifications.

WITNESSETH: that for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of the project specified herein.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the project described herein.
3. The CONTRACTOR will commence the work required by the "Contract Documents" and complete the project on or before the completion date unless the period for completion is extended otherwise by the "Contract Documents."
4. The CONTRACTOR agrees to perform all of the work described in the "Contract Documents" and comply with the terms therein for the sum as shown in the bid schedule.
5. The term "Contract Documents" means and includes the following:

Advertisement for Bids	Notice of Award
Instructions to Bidders	Notice to Proceed
Bid	Change Order
Bid Bond	General Conditions
Contract Agreement	Supplemental General Conditions
Payment Bond	Technical Specifications
Performance Bond	Drawings
Addenda	

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the "General Conditions" such amounts as required by the "Contract Documents."

7. This "Contract Agreement" shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

OWNERS:

SEAL

City of _____

Authorized by:

ATTEST _____

(Printed Name & Title)

CONTRACTOR:

SEAL

ATTEST _____

IMPORTANT NOTE: Surety companies executing bonds must appear on the US Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state where the project is located.

PAYMENT AND PERFORMANCE BOND

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

The Condition of this obligation is such that; whereas Principal by an instrument
in writing attached hereto and bearing date of _____
has agreed with said Obligee to do all work necessary and to furnish labor, materials,
tools, supplies and services to construct **2017 WATER SYSTEM IMPROVEMENTS,**
CITY OF HATTIESBURG as shown on Plans and specified thereby in the Specifications,
Proposal and other Contract Documents hereto attached.

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

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

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

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

(SEAL)

WITNESSES:

PRINCIPAL

ADDRESS

Name of person executing for Principal

TITLE

SURETY

ADDRESS

WITNESSES:

Name of person executing for Surety

TITLE

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

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

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

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

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

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

APPROVAL: Accept as satisfactory.

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

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

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

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

CONTRACT DOCUMENTS: The Agreement, Addenda, Instruction's to Bidders, CONTRACTOR'S BID, the Bonds, the Notice of Award, these General Conditions,

the Supplementary conditions, Special Conditions, Technical Conditions, the Specifications, Drawings and Modifications, and Notice to Proceed.

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

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

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

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

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

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

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

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

HE, HIS, AND HIM: These are several pronouns that shall represent both male and female genders.

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

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

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

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

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

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

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

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

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

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

SUBSTANTIAL COMPLETION: Substantial completion may be granted for all or portions of the work prior to final completion and stopping of contract time. Substantial completion is defined as the date when the construction is sufficiently completed in accordance with the contract documents so that the project or specified part of the project can be utilized for the purpose for which it was intended. The contract provides that the retainer may be reduced for that portion of the work which substantial completion is granted, but the granting of substantial completion will not stop contract time or liquidated damages.

SUPPLEMENTARY GENERAL CONDITIONS: Federal and State conditions in effect at time of submission of Bid in addition to those Supplementary General

Conditions attached here to.

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

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

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

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

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

ARTICLE 2 - PRELIMINARY MATTERS:

AWARD:

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

EXECUTION OF AGREEMENT:

2.3 At least three counterparts of the Agreement and such other Contract Documents will be executed and delivered by CONTRACTOR to the ENGINEER within 10 days of receipt from the OWNER.

FORFEITURE OF BID SECURITY:

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

The quantities appearing in the bid schedule are approximate and have been prepared for comparison of bids. The OWNER does not guarantee or assume any responsibility that quantities shown on the plans will not vary during actual construction of the contract. The CONTRACTOR further acknowledges the possibility of variation of quantities, shall be precluded from claiming in the construction of the project, and the CONTRACTOR shall not claim deception or misunderstanding because of any variation in quantities, location, character of work, or any other condition. Payment will be made only for actual quantities of work performed and accepted.

The OWNER makes no guarantees regarding the character or extent of water levels, soil, rock, utilities, or any other subsurface condition the BIDDER may encounter during work. The OWNER requires BIDDERS to make their own evaluation of subsurface soil conditions and to determine how these conditions may affect methods of construction.

CONTRACTOR'S PRE-BID REPRESENTATIONS:

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

COMMENCEMENT OF CONTRACT TIME:

2.5 The Contract Time will commence to run in accordance with the Notice to Proceed.

STARTING THE PROJECT:

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

BEFORE STARTING CONSTRUCTION:

2.7 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error or discrepancy which he may discover; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Drawings or Specifications. CONTRACTOR shall pot-hole existing utilities to ascertain exact location throughout the entire project. CONTRACTOR shall notify the ENGINEER any such locations of utilities which will prevent the work from being performed as designed, any work performed in which conflicts with an existing utility shall be remedied by the CONTRACTOR at his sole expense.

SCHEDULE OF COMPLETION:

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

2.9 At a time deemed appropriate by the OWNER to but before starting the Work at the site, a preconstruction conference may be held to review the above schedules, to establish procedures for handling shop drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the project. Present at the conference will be the OWNER or his representative, ENGINEER, Resident Project Representatives, CONTRACTOR and his Superintendent.

QUALIFICATION OF SUBCONTRACTORS MATERIALMEN AND SUPPLIERS:

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

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

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

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

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

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

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

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

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

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

Availability of Lands

4.1 The OWNER will furnish, as indicated in Contract Documents, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other

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

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

Subsurface Conditions:

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

Differing Site Conditions

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

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

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

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

ARTICLE 5 - BONDS AND INSURANCE:

Performance and Payment Bonds:

5.1 The contractor's attention is directed to the Information for Bidders and Supplement to General Conditions.

Contractor's Liability Insurance:

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

5.3 The CONTRACTOR agrees that if any part of the Work under the contract is sublet, he will require the Subcontractor(s) to carry insurance as required, and that he will require the Subcontractor(s) to furnish to him insurance certificates similar to those required by the OWNER in 5.1 and 5.2 above.

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

Owner's Liability Insurance

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

Fire and Extended Coverage Insurance (Builders' Risk):

5.5 The CONTRACTOR shall maintain, as applicable, in an Insurance Company or Insurance Companies acceptable to the OWNER, Fire, Extended Coverage and

Vandalism & Malicious Mischief Insurance on buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract. The amount of insurance should at all times be at least equal to the actual cash value of the insured property. The policy shall be in the name of the OWNER and the CONTRACTOR, as their interests may appear, and shall also cover the interests of all Subcontractors performing work.

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

Cancellation and Re-Insurance:

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

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES:

Supervision and Superintendence:

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

Labor, Materials and Equipment:

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

6.3 The CONTRACTOR will furnish all materials, equipment, labor, transportation,

construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

6.4 All materials and equipment will be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.

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

Materials, Equipment, Products and Substitutions:

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

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

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

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

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

6.6.5 No materials or supplies for the Work shall be purchased by the CONTRACTOR or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that he has good title to all materials and supplies used by him in the Work.

Concerning Subcontractors:

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

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

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

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

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

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

6.12.1 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the Contract Documents.

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

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

Patent Fees and Royalties:

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

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

Permits:

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

utility charges.

Laws and Regulations:

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

Taxes:

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

Record Drawings:

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

Safety and Protection:

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

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

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

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

6.20 The CONTRACTOR will designate a responsible member of his organization

at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S superintendent unless otherwise designated in writing by the CONTRACTOR to the OWNER.

Emergencies:

6.21 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall be issued covering the changes and deviations involved. If the CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 & 12.

Shop Drawing and Samples:

6.22 After checking and verifying all field measurements, the CONTRACTOR will submit to the ENGINEER for review, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9) three (3) copies (or at the ENGINEER'S option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the ENGINEER to review the information as required.

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

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

6.25 The ENGINEER will review with reasonable promptness Shop Drawings and samples, but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such will not indicate review of the assembly in which the item functions. The CONTRACTOR will make any corrections required by the ENGINEER and will return the required number of corrected copies of Shop Drawings and resubmit new samples until the review is

satisfactory to the ENGINEER. The CONTRACTOR shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the ENGINEER on previous submissions. The CONTRACTOR'S stamp of approval on any Shop Drawings or sample shall constitute a representative to the OWNER and the ENGINEER that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawings or sample with the requirements of the Work and the Contract Documents.

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

6.27 The ENGINEER'S review of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the ENGINEER'S attention to such deviation at the time of submission and the ENGINEER has given written approval to the specific deviation, nor shall any review by the ENGINEER relieve the CONTRACTOR from responsibility for errors or omission in the Shop Drawings.

Cleaning Up:

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

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

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

Public Convenience and Safety:

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

Sanitary Provisions:

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

Indemnification:

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

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

Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

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

Responsibility for Connecting to Existing Work:

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

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

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

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

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

Cooperation with Governmental Departments, Public Utilities, Etc:

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

all charges and fees made by such parties for this work.

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

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

Use of Premises:

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

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

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

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

Protection of Existing Property Improvements:

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

Temporary Heat:

6.41 The General CONTRACTOR shall provide heat, fuel and services as necessary

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

ARTICLE 7 - WORK BY OTHERS:

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

7.2 If any part of the CONTRACTOR'S work depends for proper execution or results upon the work of any such other CONTRACTOR (or the OWNER), the CONTRACTOR will promptly report to the ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.

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

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

7.5 Where practicable, the CONTRACTOR shall build around the work of other

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

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

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

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

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

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

ARTICLE 8 - OWNER'S RESPONSIBILITIES:

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

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

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

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

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

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

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

8.8 The OWNER shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or any portion thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the Work, the CONTRACTOR shall be entitled to such extra compensation or extension of time or both, except by prior agreement, as the ENGINEER may determine. See paragraph 14.11.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION:

Owner's Representative:

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

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

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

Visits to Site:

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

Clarifications and Interpretations:

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

Measurement of Quantities:

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

Rejecting Defective Work:

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

Shop Drawings, Change Orders and Payments:

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

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

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

Resident Project Representative:

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

Decisions on Disagreements:

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

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

the legal proceedings, except where the decision is acceptable to the parties concerned.

Limitations on Engineer's Responsibilities:

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

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

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

ARTICLE 10 - CHANGES IN THE WORK:

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

10.2 The ENGINEER may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

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

10.4 The OWNER will execute appropriate Change Orders prepared by the

ENGINEER covering changes in the Work to be performed as provided in paragraph 4.4, and Work performed in an emergency as provided in paragraph 6.21 and any other claim of the CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by the ENGINEER.

10.5 It is the CONTRACTOR'S responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The CONTRACTOR will furnish proof of such adjustment to the OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE:

11.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without changing the Contract Price.

11.2 (a) The OWNER may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the Work within the general scope of the contract, including but not limited to changes:

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Owner-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written order or an oral order (which terms as used in this paragraph (b) shall include direction, instruction, interpretation or determination) from the OWNER, which causes any such change, shall be treated as a change order under this clause, provided that the CONTRACTOR gives the OWNER written notice stating the date, circumstances, and source of the order and that the CONTRACTOR regards the order as a change order.

(c) Except as herein provided, no order, statement, or conduct of the OWNER shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

(d) If any change under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly: PROVIDED, HOWEVER, that except for claims based on defective specifications, no claim for any change under (b) above shall be allowed for any costs incurred more than 20 days before the CONTRACTOR gives written notice as therein required. And provided further, that in the case of defective specifications for which the

OWNER is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the CONTRACTOR in attempting to comply with such defective specifications.

(e) If the CONTRACTOR intends to assert a claim for an equitable adjustment under this clause, he must, within 30 days after receipt of a written change order under (a) above or the furnishing of a written notice under (b) above, submit to the OWNER a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the OWNER. The statement of claim hereunder may be included in the notice under (b) above.

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

11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents by application of unit prices to the quantities of the items involved.

11.3.2 By negotiated lump sum.

11.3.3 The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work plus a fixed amount to be agreed upon to cover the cost of general overhead and profit to be negotiated.

11.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise maybe agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to salaries and wages plus the costs of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by OWNER.

11.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturer's field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3 Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such Bids to OWNER who will then determine with the advice of ENGINEER, which Bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work plus a Fee, the cost of the Work shall be determined in accordance with paragraphs 11.4 and 11.5.

11.4.4 Costs of special consultants (including but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work.

11.4.5 Supplemental costs including the following:

11.4.5.1 The proportion of necessary transportation, travelling and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

11.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or other in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the cost of transportation, loading, unloading, installation, dismantling and removal thereof--all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall end when the use thereof is no longer necessary for the Work.

11.4.5.4 Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable imposed by any governmental authority.

11.4.5.5 Deposits lost for causes other than CONTRACTOR'S negligence, royalty payments and fees for permits and licenses. Costs for permits and licenses must be

shown as a separate item.

11.4.5.6 Losses, damages and expenses, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of Work for the purpose of determining CONTRACTOR'S fee. If however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9 Cost of premiums for additional Bonds and Insurance required because of changes in the Work.

11.5 The term cost of the Work shall not include any of the following:

11.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals, (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 11.4.1 -- all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.

11.5.2 Expenses of CONTRACTOR'S principal and branch offices other than his office at the site.

11.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR'S for delinquent payments.

11.5.4 Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provide in subparagraph 11.4.5.9.)

11.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractors, or

anyone directly or indirectly employed by any of them or for whose acts any of them may be liable including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.6 The CONTRACTOR'S Fee which shall be allowed to CONTRACTOR for his overhead and profit shall be determined as follows;

11.6.1 A mutually acceptable firm fixed price; or if none can be agreed upon,

11.6.2 A mutually acceptable fixed fee based on the estimate of the various portions of the Cost of the Work.

11.7 The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the net shall be computed to include overhead and profit, identified separately, for both additions and credits.

11.8 Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will submit in form prescribed by ENGINEER an itemized cost breakdown together with supporting data.

11.9 Allowances: It is understood that the CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such material men, suppliers, or Subcontractors and for such sums within the limit of the allowances as the ENGINEER may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. The CONTRACTOR agrees that the original Contract Price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

11.9.1 These allowances shall cover the cost to the CONTRACTOR less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.

11.9.2 The CONTRACTOR'S costs for unloading and handling on site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Price and not in the allowance.

11.9.3 Whenever the cost, as described in 11.9.1 above, is more than or less than the allowance, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses, except that whenever unit price allowances are stipulated for brick, the Change Order will not include any cost as described in 11.5 above.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME:

12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER and ENGINEER within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefore as provided in paragraph 12.1. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by OWNER, fires, floods, labor disputes, epidemics, or acts of God.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of the Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either parties.

12.4 No claim for delay shall be allowed because of failure to furnish Drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

12.5 This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

ARTICLE 13 - GUARANTY:

13.1 The CONTRACTOR shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship

and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs or adjustments, in the Work that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

ARTICLE 14 - PAYMENTS AND COMPLETION:

Payments to Contractors:

14.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or revise the partial payment estimate provides the same to the CONTRACTOR indicating in writing his reasons for refusing or revising payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within forty-five (45) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER may retain a portion of the amount otherwise due the CONTRACTOR. Except as State law otherwise provides, the amount the OWNER retains shall be limited to the following:

14.1.1 Withholding of not more than 5 percent of the payment claimed until work is 50 percent complete;

14.1.2 When Work is 50 percent complete, reduction of the withholding to 2.5 percent of the dollar value of all Work satisfactorily completed to date, provided that the CONTRACTOR is making satisfactory progress and there is no specific cause for greater withholding and the same is requested by the CONTRACTOR in writing;

14.1.3 When the Work is substantially complete (operational or beneficial occupancy), the withheld amount shall be further reduced below 5 percent to only that amount necessary to assure completion.

14.1.4 The OWNER may reinstate up to 5 percent withholding if the OWNER determines, at its discretion, that the CONTRACTOR is not making satisfactory progress or there is other specific cause for such withholding.

Contractor's Warranty of Title:

14.2 The CONTRACTOR warrants and guarantees that title to all work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the OWNER prior to the making of the Application for payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens") and that no work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the Site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

Approval of Payments:

14.3 The ENGINEER'S approval of any payment requested in an Application for Payment shall constitute a representation by him to the OWNER, based on the ENGINEER'S on-site observations of the Work in progress as an experienced and qualified design professional and on his review of the Application of Payment and the supporting data, that the Work has progressed to the point indicated; That, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval), and that the CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment, the ENGINEER shall not thereby be deemed to have represented that he made exhaustive or continuous on-site observations to check the quality or the quantity of the Work, or that he has reviewed the means, methods, techniques, sequences, and procedures of construction or that he has made any examination to ascertain how or for what purpose the CONTRACTOR has used the moneys paid or to be paid to him on account of the Contract Price, or that title to any Work, materials, or equipment has passed to the OWNER free and clear of any Liens.

14.4 The CONTRACTOR shall make the following certification on each request for payment:

"I hereby certify that the labor and materials listed on this request for payment has been used in the construction of this work or that all materials included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location; and payment received from the last request

for payment has been used to make payments to all first tier subcontractors and suppliers except as listed below."

14.5 The ENGINEER'S approval of final payment shall constitute an additional representation by him to the OWNER that the conditions precedent to the CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.11 have been fulfilled.

14.6 The ENGINEER may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the OWNER. He may also refuse to approve any such payment, because of subsequently discovered evidence or the results of subsequent inspections or tests nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the OWNER from loss because:

14.6.1 The Work is defective, reasonable doubt exists to the integrity, or completed Work has been damaged requiring correction or replacement,

14.6.2 The Work for which payment is request cannot be verified,

14.6.3 Claims or Liens have been filed or there is reasonable evidence indicating the probable filing thereof,

14.6.4 The Contract Price has been reduced because of Modifications,

14.6.5 The OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.1,

14.6.6. Of unsatisfactory prosecution of the Work, including failure to clean up as required by paragraphs 6.29 and 6.30,

14.6.7. Of persistent failure to cooperate with other contractors on the Project and persistent failure to carry out the Work in accordance with the Contract Documents,

14.6.8. Of liquidated damages payable by the CONTRACTOR or,

14.6.9. Of any other violation of, or failure to comply with, the provisions of the Contract Documents.

14.7 Prior to Substantial Completion, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the Work. Such use shall not constitute and acceptance of such portions of the Work.

14.8 The OWNER shall have the right to enter the premises for the purpose of

doing work not covered by the Contract Documents. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the Work, or restoration of any damaged Work, except such as may be caused by agents or employees of the OWNER.

14.9 Upon completion and acceptance of the Work, the ENGINEER shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within forty-five (45) days of completion and acceptance of the Work.

14.10 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the Contract Documents by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

Acceptance of Final Payment as Release:

14.11 When all items of work are completed to the satisfaction of the ENGINEER and the ENGINEER has been advised by the CONTRACTOR that a final inspection is desired, time will be suspended until final inspection is conducted and for an additional 14 calendar days after the CONTRACTOR has been notified in writing of the results of the inspection. If after the end of the 14-day suspension all necessary items of work have not been completed, time changes will resume. If the specified completion date had not been reached at the time the CONTRACTOR called for a final inspection, the calendar day difference between the specified completion date and the date the CONTRACTOR called for a final inspection will be added after the 14-day period before starting liquidated damages. If a project is on liquidated damages at the time a final inspection is scheduled, liquidated damages will be

suspended until the final inspection is conducted and for seven (7) calendar days after the CONTRACTOR has been notified in writing of the results of the inspection. If after the end of the 7-day suspension all necessary items of work have not been completed, liquidated damages will resume. When final inspection has been made by the ENGINEER and all items of work have been completed, the daily time charge will cease.

14.12 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this Work and for every act and neglect of the OWNER and others relating to or arising out of this Work. Any payment however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION:

Owner May Suspend Work:

15.1 The OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to the CONTRACTOR and the ENGINEER which shall fix the date on which Work shall be resumed. The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefore as provided in Articles 11 and 12.

Work During Inclement Weather:

15.2 No Work shall be done under these Specifications except by permission of the OWNER when the weather is unfit for good and careful work to be performed. Should the severity of the weather continue, the CONTRACTOR, upon the direction of the OWNER, shall suspend all work until instructed to resume operations by the OWNER and the Contract Time shall be extended to cover the duration of the order. Work damaged during periods of suspension due to inclement weather shall be repaired and/or replaced by the CONTRACTOR. Any compensation for repairs or replacements shall be subject to approval of the OWNER.

Owner May Terminate:

15.3 If the CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property; or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable

materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or he disregards laws, ordinances, rules regulations or orders of any public body having jurisdiction, or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the Contract Documents, then the OWNER may without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety seven days written notice, terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR or the Surety will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a Change Order.

15.4 Where the CONTRACTOR'S services have been so terminated by the OWNER, said terminations shall not affect any rights of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the OWNER due the CONTRACTOR will not release the CONTRACTOR from liability.

15.5 Upon seven days written notice to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the CONTRACTOR shall be paid for all Work executed and any expense sustained plus a reasonable profit.

Removal of Equipment:

15.6 In the case of termination of this Contract before completion, for any cause whatever, the CONTRACTOR if notified to do so by the OWNER, shall promptly remove any part or all of his equipment and supplies from the property of the OWNER. Should the CONTRACTOR not remove such equipment and supplies, the OWNER shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.

Contractor May Stop Work or Terminate:

15.7 If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any Application for Payment

within sixty (60) days after it is submitted, or the OWNER fails to pay the CONTRACTOR any sum approved by the ENGINEER or awarded by court ruling within forty-five (45) days of its approval and presentation, then the CONTRACTOR may, upon seven (7) days written notice to the OWNER and the ENGINEER, and if the OWNER or ENGINEER fails to reasonable respond in writing, terminate the Agreement and recover from the OWNER payment for all Work executed and any expense sustained plus a reasonable profit. In addition and in lieu of terminating the Agreement, if the ENGINEER has failed to act on an Application for Payment or the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon seven (7) days notice to the OWNER and the ENGINEER stop the Work until he has been paid all amounts then due.

Owner Furnished Equipment:

15.8 In case the OWNER furnishes equipment to the CONTRACTOR to install, but fails to deliver it to the CONTRACTOR as required and in case such failure causes the CONTRACTOR additional expense or need for extension of time, the CONTRACTOR may make such claims upon the OWNER and obtain adjustments as provided herein.

Liquidated Damages:

15.9 If the CONTRACTOR shall fail to complete the work within the contract time, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the Contract Documents for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the Contract Documents.

ARTICLE 16 - DISPUTE SETTLEMENT:

16.1 All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.11, shall be decided in a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS:

17.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.

17.2 If the OWNER fails to make payment forty-five (45) days after payment is due, in addition to other remedies available to the CONTRACTOR, there shall be

added to each such progress payment, interest at 1% per month commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

17.3 All Specifications, Drawings and copies thereof furnished by the ENGINEER shall remain his property. They shall not be used on another Project, and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to him on request upon completion of the Project.

17.4 The duties and obligations imposed by these General Conditions, and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.36 and 14.3 and the rights and remedies available to OWNER and ENGINEER there under, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the CONTRACT DOCUMENTS.

17.5 Should the OWNER or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission or act of the other or of any of his employee or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

17.6 The CONTRACT DOCUMENTS shall be governed by the law of the place of the Project.

Progress Charts and Requirements for Overtime Work

17.7 The CONTRACTOR shall within 5 days or within such time as determined by the OWNER after date of commencement of work prepare and submit to the OWNER for approval a practicable schedule, showing the order in which the CONTRACTOR proposes to carry on the work, the date on which he will start the several salient features (including procurement of materials, plans and equipment) and the contemplated dates for completing the same. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion at any time. The CONTRACTOR shall enter on the chart the actual progress at such intervals as directed by the OWNER and shall immediately deliver to the OWNER three (3) copies thereof. If the CONTRACTOR fails to submit a progress schedule within the time herein prescribed, the owner may withhold approval of progress payment estimates until such time as the CONTRACTOR submits the required progress schedule.

17.8 If, in the opinion of the OWNER, the CONTRACTOR falls behind the progress schedule, the CONTRACTOR shall take such steps as may be necessary to improve his progress and the OWNER may require him to increase the number of shifts, or

overtime operations, days of work, or the amount of construction plant, or update the progress schedule to reflect increased production for meeting the completion date, or all of them, and to submit for approval such supplementary schedule or schedules in chart form as may be deemed necessary to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the OWNER.

17.9 Failure of the CONTRACTOR to comply with the requirements of the OWNER under this provision shall be grounds for determination by the OWNER that the CONTRACTOR is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination the OWNER may terminate the CONTRACTOR'S right to proceed with the work or any separable part thereof in accordance with the clause of the contract entitled, "Termination for Default-Damages for Delay - Time Extensions.

17.10 Should the Contractor fail to complete the work within the specified time, or within any extra time allowed under these specifications, a sum of money, determined by the following schedule, shall be deducted from any funds due the Contractor, the Owner shall have the right recover the said sum or sums from the Contractor or from the surety, or from both. The amounts of these deductions are to cover the liquidated damages to the Owner incurred by additional or other expenses due to the failure of the Contractor to complete the work or any part of the work within the time specified, and such deductions are not to be considered penalties.

17.11 The damages indicated above shall be considered as liquidated damages for the loss to the OWNER on account of the expense due to the employment of Engineers and their assistants and to any others expenses incurred after the expiration of the Contract time as determined by the ENGINEER in section 14.11

17.12 Work requiring the presence or services of the ENGINEER, based-solely on the opinion of the ENGINEER, will not be permitted on Sunday or holidays observed by the State unless the ENGINEER determines that an emergency or necessity exists. Work on these days solely to complete the project within the contract time will not be considered a necessity or emergency.

17.13 The ENGINEER will prepare and submit to the CONTRACTOR one (1) preliminary punch list of items that do not meet the contract requirements after the final inspection and one (1) final punch list immediately before final completion and final payment.

SUPPLEMENTAL GENERAL CONDITIONS

ARTICLE 1 - SPECIAL CONDITIONS

SCOPE AND INTENT

Special conditions shall prevail over General Conditions in case of conflict. The Contractor shall furnish all labor, materials, equipment (including fuel), tools, appliances, transportation and perform all operations in connection with the construction of, alterations to, or repair of, the building, including utilities, complete, in strict accordance with the specifications and the plans governing the construction of, alterations to, or repair of, the project.

EXAMINATION OF PREMISES

Before submitting a proposal for his work, each bidder shall be held responsible to have examined the site and satisfied himself as to the conditions under which work is to be performed.

PERMITS, TAXES, AND ORDINANCES

The Contractor shall pay for all required permits, give legal notices, and pay taxes and assessments levied in connection with this contract. Building regulations of the City of Petal Building Code shall be strictly adhered to and the contractor shall be responsible for knowledge thereof.

INSURANCES, ETC.

In addition to the requirements 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.

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**. 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 are filed 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.

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. Workers' 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 or the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for each person whichever is more. This policy shall include an all states endorsement.

B. **CONTRACTOR'S** Comprehensive Public Liability and Property Damage Insurance, covering all operations in connection with the performance of this Contract in amounts not less than the following:

Bodily injury liability in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$500,000) for all damages arising out of the injury or destruction of property in any one accident and subject to that limit per accident a total for aggregate limit of FIVE HUNDRED THOUSAND DOLLARS (\$1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

The Comprehensive Public Liability and Property Damage policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:

- a. 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.
- b. 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.

- c. 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 him from any and all claims arising from the operation of his 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. **Automotive Public Liability and Property Damage**

The **CONTRACTOR** shall maintain automobile public liability insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for injury to one person and ONE MILLION DOLLARS (\$1,000,000) for one accident; and automobile property damage insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for one accident to protect him from any and all claims arising from the use of the following:

- a. **CONTRACTOR'S** own automobiles and trucks.
- b. Hired automobiles and trucks.
- c. Automobiles and trucks owned by Subcontractors.

The aforementioned is to cover use of automobiles and trucks on and off the site of the Project.

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 amounts not less than the following:

- a. Bodily Injury in the amount of ONE MILLION DOLLARS (\$1,000,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for all damages arising out of an injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of ONE MILLION DOLLARS (\$1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

CLEANING UP

The CONTRACTOR shall, at all times, keep the premises free from accumulations of waste materials and at the completion of the work, be shall remove all his rubbish, tools, temporary buildings, etc. from and about the site and shall leave his work "broom" clean unless more exactly specified elsewhere. All glass shall be washed and left free from stains of any nature.

GUARANTEE

The CONTRACTOR shall guarantee to OWNER all work under this contract to be free from defects in workmanship and materials for a period of one (1) year from date of final acceptance.

BIDS

The form of proposal or an exact facsimile thereof must be used by Contractors submitting proposal for any or all of the work included in these specifications and/or the accompanying plans. The receipt of all Addenda must be acknowledged and the receipt signed by the CONTRACTOR or his duly authorized representative and attached to the proposal form when the bids are submitted.

SPECIAL INSTRUCTIONS

LIMITATIONS

During construction, care is to be taken to prevent damage to the work in place. As soon as work is completed, all work is to be thoroughly cleaned. Before completion, all damaged work is to be repaired and left in perfect condition. The CONTRACTOR will be responsible for all clean up of the premises. All trash, etc. will be hauled away from the site, and the site left in a clean and neat condition. Alcoholic beverages of any type will not be permitted on job site.

PRODUCT/MATERIALS SUBSTITUTION

CONTRACTOR will submit prior to starting work on project any changes to materials specified. CONTRACTOR will submit all specification data, company name, and supplier of material that he wishes to substitute. All material will be evaluated. CONTRACTOR will be given approval/disapproval by OWNER. No substitutes will be taken into consideration after work has begun, no substitutes will be allowed if CONTRACTOR does not submit specification data within time allowed.

INSPECTION

All work covered by these specifications shall be subject to inspection by OWNER or his authorized representative. CONTRACTOR will coordinate with OWNER for inspections as required during construction, and furnish to the OWNER in writing a project schedule prior to mobilization of work at the job site.

WARRANTY

The CONTRACTOR, upon completion of the project, shall furnish one (1) year written guarantee on all materials and workmanship to begin on the date of acceptance by the OWNER or the OWNER'S appointed representative.

SPECIFICATIONS AND DRAWINGS ARE RECIPROCAL

The specifications and drawings are intended mutually to explain each other and anything which is referred to in the specifications and not shown on the drawings shall be considered as being shown and mentioned and referred to in both of these documents. Such work shall be done and performed accordingly. Any drawing attached to this specification form is an integral part thereof and where such drawings, if any, differ from these specifications, the specifications shall govern.

AS-BUILT DRAWINGS

Occasionally, during the course of construction, modifications and changes may occur due to site conditions, unforeseen circumstances and problems encountered. This may result in a modification of construction as originally depicted on drawings. Contractor will furnish the OWNER a marked-up set of prints in red line of all changes and/or modifications that pertain to this contract. Drawings will be labeled. "AS-BUILT DRAWINGS".

GUARANTEES, WARRANTIES AND BONDS

1. All work will be guaranteed by the CONTRACTOR for a period of one (1) year from the date of substantial completion.
2. Wording for the notarized guarantee shall be as follows:
“We hereby guarantee all work performed by us on the above captioned project to be free from defective materials and workmanship for a period of one (1) year, or such longer period of time as may be called for in the Contract Documents for such portions of the work.”
3. Guarantee Compliance:
Except as otherwise specified, all work shall be guaranteed by the CONTRACTOR and through him each sub-contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of substantial completion of the Contract. In case of work performed by his sub-contractors, the CONTRACTOR shall secure warranties from said sub-contractors and deliver copies of the same to the OWNER upon completion of the work. If, within any guarantee period, repairs or changes are required in connection with guaranteed work which, in the OWNER’S opinion, are rendered necessary as the result of use of materials, equipment or workmanship which are inferior, defective or not in accordance with terms of the Contract: CONTRACTOR shall promptly upon receipt of OWNER’S written notice, and without expense of the OWNER;
 - a. Place in satisfactory condition in every particular all such guaranteed work, correct all defects therein.
 - b. Make good all damage to the building, site, equipment or building contents which in the OWNER’S opinion is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with terms of the Contract.
 - c. Make good any work or material or the equipment and contents of building or site disturbed in fulfilling such guarantee.In any case where fulfilling the requirements of the Contract, or any guarantee embraced in or required thereby, the CONTRACTOR disturbs any work guaranteed under another’s Contract, he shall restore such disturbed work to condition satisfactory to the OWNER and guarantee such restored work to the same extent as it was guaranteed under such other contract. If the CONTRACTOR, after notice, fails to proceed promptly to comply with terms of the guarantee, the OWNER may have the defects corrected and the CONTRACTOR and his surety shall be liable for all expense incurred. All special guarantees applicable to definite parts of the work that may be stipulated in the specification or other Contract Documents shall be subject to the terms of this Specification Section during the first year of the life of such special guarantees. All guarantees and warranties shall be obtained in the OWNER’S name and evidence thereof shall be promptly delivered to the OWNER’S Representative for transfer to the OWNER.

CLOSE-OUT DOCUMENTS

In general documents for close out, to be submitted by the CONTRACTOR to the OWNER, prior to final payment, shall be; but not limited to the following:

1. APPLICATION FOR PAYMENT: AIA Document G-702
2. CERTIFICATE OF SUBSTANTIAL COMPLETION: AIA Document G-704
3. CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS:
AIA Documents G-706 and G-706A: The Contractor shall furnish these AIA Documents complete with attached notarized full release of liens, damages, and a guarantee that all materials and labor are paid in accordance with Contract Documents with the following wording:
"WE HEREBY CERTIFY THAT ALL BILLS FOR LABOR AND MATERIALS INCORPORATED INTO THE ABOVE CAPTIONED PROJECT UNDER OUR CONTRACT HAVE BEEN PAID AND THAT THE OWNER IS RELEASED FROM ANY AND ALL CLAIMS AND/OR DAMAGES UNDER THIS CONTRACT."
4. CONSENT OF SURETY COMPANY TO FINAL PAYMENT: AIA Document G-707
To be completed in full by the Bonding Company.
5. CONTRACTOR'S NOTARIZED STATEMENT:
Notarized statement that project has been constructed in accordance with Contract Documents.
6. CONTRACTOR'S NOTARIZED STATEMENT OF GUARANTEE/S:
All work will be guaranteed by the Contractor for a period of one (1) year from the date of substantial completion. Wording will be as follows:
"WE HEREBY GUARANTEE ALL WORK PERFORMED BY US ON ABOVE CAPTIONED PROJECT TO BE FREE FROM DEFECTIVE MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR, OR SUCH LONGER PERIOD OF TIME AS MAY BE CALLED FOR IN THE CONTRACT DOCUMENTS FOR SUCH PORTIONS OF THE WORK."
In the case of work performed by his sub-contractors, the Contractor shall secure warranties from said sub-contractors and deliver copies of same to the Owner upon completion of work.
7. OPERATING AND MAINTENANCE MANUALS:
All manufacturer's operating instructions and maintenance manuals will be compiled in a tabbed and labeled 3-ring binder. (Furnish Owner with two (2) sets).
8. FORM W-9, PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS):
Form W-9 is to be completed by non-corporation contractors. Non-applicable if Contractor's firm is Incorporated.
9. FINAL CLEANING:
At close out time clean and re-clean entire work to normal level for "FIRST CLASS" maintenance/cleaning.

MEASUREMENT AND PAYMENT

Measurement and Payment for all bid items shall be in accordance with the Mississippi Standard Specifications for Road and Bridge Construction, 2004 edition.

TECHNICAL SPECIFICATIONS

WATER SYSTEMS

1) GENERAL

- a) This item shall consist of furnishing all of the necessary materials, supervision, labor, tools, equipment and incidentals, and the installation of various types and sizes of water pipe and related items in accordance with the contract drawings and specifications, as stated in the Proposal.

2) APPLICABLE PUBLICATIONS

- a) The following publications form a part of these specifications and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work.

- i) AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- A 139 Electric-Fusion (Arc) welded steel pipe (sizes 4 inch and over).

- A 252 Welded and Seamless steel pipe piles.

- C 31 Making and Curing Concrete Compressive and Flexural Strength Test Specimens in the Field.

- C 33 Concrete Aggregates

- C 39 Test for Compressive Strength of Cylindrical Concrete Specimens.

- D 2922 Density of Soil Aggregate in place by the clear Method (shallow depths).

- ii) AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

- 21.10 Gray Iron and Ductile Iron Fittings, 3 inch through 48 inch for Water and other Liquids.

- 21.11 Rubber Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings.

- 21.50 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-line Molds, for Water or other Liquids.

- iii) AMERICAN WATER WORKS ASSOCIATION (AWWA)

- C 104 Cement-Mortar Lining for Cast Iron Pipe and Fittings for Water and Other Liquids.

- C 106 Cast Iron Pipe Centrifugally Cast in Metal Molds, for water and other Liquids.

C 110 Gray Iron and Ductile Iron Fittings, 3 inch through 48 inch, for Water and Other Liquids.

C 111 Rubber Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings.

C 150 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds, for Water or other Liquids.

iv) AMERICAN ASSOCIATION OF STATE HIGHWAY & TRANSPORTATION OFFICIALS (AASHTO)

T-88 Particle Size Analysis of Soils.

T-89 Determining the Liquid Limit of Soils.

T-90 Determining the Plastic Limit and Plasticity Index of Soils.

T-99 Moisture Density Relations of Soils Using a 5.5 lb. Rammer and 12 inch Drop.

T-191 Density of Soil In-Place by the Sand-Cone Method.

v) MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Standard Specifications for Road and Bridge Construction 1990 Edition.

3) **SUBMITTALS**

a) The following submittals shall be required for the respective materials used in the work. All submittals shall be submitted through the Contractor to the Engineer.

i) Ductile Iron Pipe: The following submittals shall be required for ductile iron pipe systems utilized on the project. The Contractor shall furnish manufacturer's certificates certifying that the pipe and fittings conform to the requirements as specified hereinafter under Article 4.0, Materials. In addition, the submittals shall include the following:

(1) Joints: The following shall be required for ductile iron joints.

(2) Drawings or Manufacturer's Catalogue data indicating dimensions and tolerance.

(3) Gaskets shall be tested in accordance with the respective standards as indicated in ANSI 21.11 and results shall be included in the submittals. Test shall be for similar materials on the gaskets and be not more than one year old.

(4) Mechanical Joints: Should the Contractor elect to use mechanical joints in lieu of push-on joints, manufacturer's data shall be submitted in accordance with the "Special Requirements for the Mechanical Joint" as stated in ANSI 21.11 (AWWA C 111).

ii) Ductile Iron Pipe Submittal Shall Include the Results of:

(1) Tension Test

(2) Impact Test

(3) Low Temperature Impact Test

Sampling procedure shall be as indicated in ANSI 21.51.

- b) PVC Pipe: The Contractor shall furnish manufacturer's certificates certifying that the pipe and fittings conform to the requirements of these specifications and appropriate construction drawings.

4) **MATERIALS - WATER SYSTEM**

a) Ductile Iron Pipe:

- i) Ductile iron pipe shall be designed in accordance with the latest revision of ANSI/AWWA C51/A21.51), rated working pressure of 350 psi plus a 100 psi surge allowance; a 2 to 1 safety factor on the sum of working pressure plus surge pressure in Type 3 laying condition with a depth of cover as required per plans.
- ii) Pipe shall have standard asphaltic coating on the exterior. Pipe also shall have a cement mortar lining on the interior in accordance with the latest revision of ANSI/AWWA C104/A21.4. If corrosion protection is required, polyethylene encasement shall be installed prior to the pipes installation in accordance with ANSI/AWWA C105/A21.5-88.
- iii) All non-restrained pipe shall be furnished with push-on type joints such as "Fastite," or equal. Joints shall be in accordance with the latest revision of ANSI/AWWA C111/A21.11 and shall be furnished complete with all necessary accessories.
- iv) Where restrained joint pipe is required, "Fast Grip", "Flex-Ring", or "Field Flex-Ring" or approved equal shall be used. The length of restrained pipe shall be as tabulated or noted on the plans.
- v) Ductile iron fittings shall conform to the latest revisions of either ANSI/AWWA C110/A21.10 or ANSI/AWWA C153/A21.53. Fittings, linings, and coatings shall be as specified for the pipe above.
- vi) All pipe, fittings and accessories shall be installed and tested in accordance with the latest revision of AWWA C600. Newly installed ductile iron water mains shall be disinfected in accordance with the latest revision of AWWA C651 prior to placing in service.

b) PVC Pipe

- i) PVC pipe for this project shall be PVC, C-900, Class 200. This standard covers the installation of Pressure Class 100, 150 and 200 PVC pipe complying with AWWA Standard C-900-89. PVC pipe shall bear the National Sanitation seal for potable water.
- ii) The pipe shall be equipped with a push on joint in a single elastomeric gasketed joint. It is assembled by positioning the elastomeric gasket in the annular groove of the bell and inserting the spigot end of the pipe into the bell. The spigot end of the pipe compresses the gasket radially to form a positive seal. The gasket and annular groove are designed, sized and shaped so that the gasket will resist displacement. Care shall be taken so that only the correct elastomeric gasket, compatible with the annular groove of the bell, is used. Insertion of the elastomeric gasket in the annular groove of the bell must be in accordance with the manufacturer's recommendations.

c) Gate Valves:

- i) Where indicated on the Plans or directed by the ENGINEER, the CONTRACTOR shall furnish and install gate valves as hereinafter specified.
- ii) All gate valves shall be cast iron mechanical joint, Mueller A-2360, equivalent or better. All gate valves shall be furnished with O-ring packing and 2" square operating nut, AWWA 200lb., for cast iron water main.
- iii) Valve boxes shall be cast iron top and bottom. Extension pieces shall be provide as required.
- iv) Payment for furnishing and installing gate valves with box shall be made at the contract unit price per valve according to type and size as listed in the proposal.
- v) All valves will be set at a perfect 90 degree angle from level pipe, (perpendicular) so as to be easily accessible through properly set valve box as per specifications above.
- vi) The CONTRACTOR shall furnish and install either a two-piece or three-piece, slip type, cast iron valve box over each gate valve. Valve boxes will be set over valve operating nut, centered so as to be easily accessible with a valve operating wrench or key. They will be set to correspond with the finished grade of street, lot, or easement. No dirt will be left in box; box will not rest directly on valve body.

d) Water Meter

- i) Water meter shall be a Badger "Radio Read" and all fittings shall be Ford brand. Contractor shall provide all materials and labor to make a fully functioning water meter.

e) Fittings, Valves and Hydrants, etc.

- i) All fittings, valves and valve boxes, hydrants, and other appurtenances are to be set at the points indicated on the plans, or as directed by the ENGINEER, and omission to do so shall be corrected by the CONTRACTOR without extra cost to the OWNER.
- ii) All fittings shall either be Ductile Iron Compact (ANSI/AWWA C153/A21.53) or Cast Iron (ANSI/AWWA-C110/A21-10) and shall have mechanical joint ends and mechanical joint restraints (Series 1120) and shall be incorporated in the design of the follower gland and shall include a restraining mechanism which, when actuated, imparts multiple wedging action against the pipe, increasing its resistance as the pressure increases. Flexibility of the joint shall be maintained after burial. Glands shall be manufactured of ductile iron conforming to ASTM A 536-80. Restraining devices shall be of ductile iron heat treated to a minimum hardness of 370 BHN. Dimensions of the gland shall be such that it can be used with the standardized mechanical joint bell and tee-head bolts conforming to ANSI/AWWA A21.11 and ANSI/AWWA C153/A21.53 of latest revision. Twist-off nuts shall be used to insure proper actuating of the restraining devices.
- iii) The mechanical joint restraint device shall have a working pressure of a least 250 psi with a minimum safety factor of 2:1 and shall be EBAA Iron., MEGALUG or equal.
- iv) To improve the sealing capacity, the gaskets for all mechanical joints conforming to the requirements of ANSI/AWWA C110/A21.10, C111/A21.11, or C153/A21.53 shall be of a design that causes the gasket to deflect approximately 30% during assembly of the mechanical joint. The gasket material shall conform to the requirements of ANSI/AWWA C111/A21.11, Section 1-6.4 of the latest revision. Mechanical joint gaskets shall be EBAA Iron's EBAA

Seal- Improved Mechanical Joint Gasket or approved equal.

- v) Fittings (bends, tees, plus, and caps) shall be securely braced by mechanical joint restraints, as indicated on the Plans, to prevent the possibility of blowing off under pressure. And a full length of pipe shall be installed on each end of the fitting. Then cut pieces can be installed beyond the full lengths of pipe.
- vi) The prices bid furnishing and installing valves, fittings, etc., shall include compensation for furnishing mechanical joint restraints as required at beds, tees, plugs and caps. No separate or extra compensation will be allowed for any of the above specified incidental work or material.

f) Plugs and Caps

- i) Where indicated on the Plans, or as directed by the ENGINEER, the CONTRACTOR shall install plugs for anticipated future extensions by placing a branch fitting (tee or cross) in the line and plugging the unused branch or branches. In general, such plugs will be located at street intersections where present plans provided lines running in only two or three directions from the intersections and where, in the opinion of the ENGINEER, a connection may be required for future extension. Where "deadend" lines are installed, the ends of such lines shall be plugged or capped as required.
 - ii) For the various hot taps required according to the plans, and up to 12 inches, the JCM 432, stainless Tapping Sleeve shall be required. The CONTRACTOR shall furnish all materials for these various taps and the OWNER will actually make the tap.
- g) Casing Pipe: Steel pipe utilized as casing at locations shown on the Contract Drawings shall be new round piling pipe conforming to the requirements of ASTM A 252 or A 139. Casing diameter shall be adequate to allow pushing of the specified diameter of water pipe and make proper connections at the ends. Minimum Wall Thickness for steel casing is 0.375 inch.
- h) Wash Gravel Bedding Material: Select Granular material for pipe bedding shall be coarse concrete aggregate. The coarse concrete aggregate shall conform to the gradation sizing Number 467 specified in Table 2 of ASTM Standard Specification C-33. (See Following Table.)

SIZE No. 467

Nominal Size (Sieves w/Square Openings)	Percent Passing by Weight
2"	100
1-1/2"	95-100
3/4"	35-70
3/8"	10-30
No. 4	0-5

- i) Stabilization Material: Stabilization Material shall be a pit run mixture of sand and gravel. The sand shall be hard, sharp and durable particles. All gravel shall pass a 1 - 1/2" sieve.
- j) Concrete: Concrete shall be in accordance with the requirements of Technical Specifications – CONCRETE.

k) Select Backfill

- i) General: The select material shall be composed of a natural or artificial mixture of sand, silt, clay or soil binder or other material of satisfactory cementing value. The sand shall be hard, sharp, and durable particles, preferably siliceous. The binder shall be a grade of clay or other material having satisfactory cementing qualities and shall be homogenous in character, free from vegetable matter, clay balls or other deleterious substances that cannot be classed as serviceable base material.
- ii) Gradation : Any coarse aggregate contained in the material shall pass the one and one-half (1-1/2); sieve and not more than thirty-five percent (35%) shall be retained in the Number 10 sieve. The plasticity index (P.I.) shall not exceed 12, nor shall the liquid limit exceed 30.
- iii) The composite selected sand-clay material passing the Number 10 sieve shall conform to the following minimum and maximum gradation limits:

Sieve	Percent Passing by Weight
Number 40	40–85
Number 60	30–70
Number 270	8–30
Silt (.05 to .005 mm)	03–15
Clay (Passing .005 mm)	3--15

- iv) Backfill: All other backfill shall consist of excavated material removed from the trench.

5) CONSTRUCTION

a) Earthwork

i) Site Preparation:

- (1) Topsoil shall be stripped and stockpiled in accordance with Technical Specifications - Restoration of Roads, Driveways, Fences, Lawns, and other Grassed Areas.
- (2) All vegetation such as brush, heavy sod, heavy growth of grass, decayed vegetative matter, rubbish and any other unsuitable material within the area of trenching shall be stripped or otherwise removed before the trenching is started, and in no case shall such objectionable material be allowed in the trench.
- (3) Stripping operation shall be to a depth of not less than 6 inches in all cases.

- b) Asphalt or Concrete Removal: Before trenching operations begin, the existing asphalt or concrete pavement shall be scored or cut to a proper depth to give a straight vertical edge when removed. The asphalt or concrete shall be disposed of offsite by the Contractor. While removing the asphalt or concrete in the trench line, never shall the adjacent asphalt be raised or pulled from its base.

c) Trenching:

- i) The Contractor shall determine all requirements for trench dimensions, alignment, and

grades. The trench shall be excavated in conformance with all federal, state and local regulations for the protection of the workmen. Shoring, sheeting and/or a moveable form shall be used as required to provide earth stability during the laying operations.

- ii) The final excavation of the trench for the pipe installation shall be as indicated on the Plans. Minor variations in horizontal (within the permanent easement) or vertical alignment during construction shall be made during construction (with the Engineer's approval) to facilitate ease of installation and operation (due to potential conflicts; i.e., utility conflict) at no additional cost to the Owner except for additional piping, if any. The trench from the top of the pipe down to the bottom of the bedding shall be of a consistent width as indicated on the plans. Should the excavated width of the trench be larger than the design width, the Engineer may direct that a higher type or class of bedding be used; or other adjustments be made to increase the load carrying capacity of the pipe.
- iii) The Contractor shall not excavate more trench in advance of pipe laying than is necessary to perform the work efficiently. No more than 100 feet of open trench shall be allowed unless approved by the Engineer.
- iv) Excavated material shall be placed in a manner that will not obstruct sidewalks, driveways, or other structures. Excavated material shall not be placed so as to surcharge the walls and jeopardize trench stability.

d) Disposal:

- i) The Contractor shall satisfactorily dispose of all excess earth from excavations either in approved (by the Engineer) areas within the construction limits or away from the project in disposal sites obtained by the Contractor.
- ii) The Contractor will be permitted to mound excess earth over the trench to a maximum depth of 12 inches above the original ground surface or finished grade where the trench is located in unimproved property. Wasting of excess excavated material will not be permitted within any road ROW. All material within the construction limits shall be placed so that natural drainage is maintained and the surface shall be graded to a smooth and uniform appearance. The disposal of waste and excess excavating materials, including hauling, handling, grading, and surfacing shall be subsidiary obligation of the contractor and no separate payment will be made. Therefore, the cost of such work shall be included in the Contract Unit Price for installation of water pipe.

e) Dewatering

- i) The site shall be kept free of surface water at all times. The Contractor shall install drainage ditches and dikes and shall perform all pumping and other work necessary to divert or remove rainfall and other accumulations of surface water from the excavations. The diversion and removal of surface water performed in a manner that will prevent the accumulation of water behind temporary structures or at any other locations within the construction area where it may be detrimental. The Contractor shall provide, install, and operate sufficient trenches, sumps, pumps, hoses, piping, well points, deep wells, etc., necessary to depress and maintain the ground water level at least one foot below the base of the excavation during all stages of construction operations. The ground water table shall be lowered in advance of excavation and maintained a minimum of one foot below the lowest excavation subgrade made until the structure has sufficient strength and weight to withstand horizontal and vertical soil and water pressures.
- ii) Where groundwater is encountered, the Contractor shall make the effort necessary to

secure a dry trench bottom before laying pipe. In sandy and in other suitable type soils, dewatering shall be done by well pointing. If, in the opinion of the Engineer, the Contractor has failed to obtain an absolutely dry trench bottom by insufficient use of all known methods of trench dewatering, the Engineer may order the Contractor to excavate below grade and place not less than 6 inches of graded crushed stone fill material over the trench bottom to form trench drains to suitably located sumps and to remove the water by bailing or pumping. The graded crushed stone fill material shall be placed at the Contractor's own expense and shall be of such depth that there shall be not water in bell holes at the time of coupling pipe. All costs of equipment, labor, and materials required for dewatering shall be included in the bid price.

f) Bedding

- i) The Contractor shall satisfactorily shape the trench area (to specified line, grade and cross section) to receive bedding material. The bottom of the trench shall be undisturbed soil. Should the Contractor over excavate the trench without direction from the Engineer, the trench shall be brought up to grade with select backfill and compacted to at least 90% of maximum laboratory density as measured by AASHTO T 99. Such additional work and materials for over excavation without direction of the Engineer shall be at the expense of the Contractor.
- ii) Holes for the bells shall be provided at each joint in the subgrade or in the granular fill bedding material as required. The holes shall be no larger than necessary for joint assembly and assurance that the pipe barrel will lie flat on the material. The Contractor shall install the proper bedding for the respective type of pipe and depth of installation as shown in the details and schedules on the plans. When depths vary in a particular manhole run, the Contractor shall change bedding systems in accordance with the depth installation requirements.
- iii) Stabilization Materials: When the subgrade is found to be unstable or to include ashes, refuse, organic material, or other unsuitable material, the Engineer may direct that the subgrade be over excavated to remove such material. The depths of over excavation shall be as directed by the Engineer. Stabilization material shall be placed into the over excavated area of the trench and shall be paid for in accordance with these specifications. Stabilization shall be compacted to at least 90% of maximum laboratory density in six inch lifts.

iv) Bedding Materials

- (1) As detailed in the plans, bedding material shall be placed to the specified depth below the pipe and tamped to a minimum of 90% of maximum laboratory density as determined in accordance with AASHTO T 99. Following placement of pipe, additional bedding material shall be placed and consolidated under the haunches of the pipe. Special tools shall be required to work the material into place and leave no voids beneath the pipe. The bedding material shall be tamped along the spring line (or along the top of the bedding material as indicated) of the pipe to sufficiently compact the material insofar as practical.
 - (2) The Engineer may direct additional moisture be added to the bedding material to aid in the compaction effort. Mechanical tampers may be employed to aid the process. depending on the particular bedding required, additional bedding shall be added and tamped to a minimum of 90% of maximum laboratory density, with AASHTO T-99.
- v) Select Backfill: Select backfill shall be placed in 6 inch lifts and tamped to a minimum laboratory density with AASHTO T-99. Overall depth of the select backfill shall be as

directed by the Engineer.

- vi) Normal Condition Bedding: Under normal conditions the trench bottom shall be undisturbed earth shaped to the specified line, grad, and cross section with proper bell holes at each joint to insure that pipe barrel lies flat on trench bottom. The bedding material will be selected native materials excavated from the trench and placed in two lifts. The first lift being placed up to the spring line of the pipe and extending out to the trench walls and hand tamped to a minimum of 90% of maximum laboratory density. Special care shall be used in placing and tamping bedding to insure no voids under the haunches of the pipe. The second lift shall extend to approximately 6" above pipe (Material permitting) and hand tamped to 90% density.
- g) Backfilling: Upon completion of placement of select material the excavated materials shall be immediately placed back into the trench. Specific requirements are:
 - i) Backfill requirements for road crossings, parking lots, driveways, and sidewalks shall be in accordance with Technical Specifications - RESTORATION of ROADS, DRIVEWAYS, FENCES, LAWNS and OTHER GRASSED AREAS.
 - ii) Backfill requirements for unimproved areas (pastures, wooded areas) shall consist of placement and shaping of the soil in such a manner as to allow maximum natural consolidation. No compaction of the general backfill in the unimproved areas will be required, except that caused by conventional shaping equipment.
 - iii) No debris shall be used as backfill which has a volume in excess of one-half of one cubic foot or weight excess of 75 pounds.
- h) Sheeting Removal: Wooden sheeting or other thick sheeting or shoring members which have been driven or otherwise placed along the trench walls to an elevation below the spring line of the pipe shall be cut off at the spring line or higher and left in place.
- i) Grading and Grassing: Final grading and grassing shall be in accordance with Technical Specifications, "RESTORATION of ROADS, DRIVEWAYS, FENCES, LAWNS, and OTHER GRASSED AREAS."
- j) Pipe Handling and Storage: Pipe shall be handled, staked, and stored in accordance with manufacturer's printed literature. The Contractor shall provide security as required to prevent damage by vandals. PVC pipe shall be shaded from sunlight for extended lengths of time. Pipe damaged during storage and handling shall be rejected.
- k) Pipe Laying
 - i) Each pipe shall be laid true to line and grade and in such manner as to form a close concentric joint with the adjoining pipe and to prevent sudden offsets of the flow line. As the work progresses, the interior of the water shall be cleared of all dirt and superfluous materials of every description. Where cleaning after laying is difficult because of small pipe size, a suitable swab or drag shall be kept in the pipe and pulled forward past each joint immediately after the jointing has been completed. Trenches shall be kept free of water and pipe shall not be laid when the condition of the trench or the weather is unsuitable for such work. At times when work is not in progress, open ends of pipe and fittings shall be securely and satisfactorily closed so that no trench water earth or other substance will enter the pipe or fittings.

- ii) The water main shall maintain a minimum of 30 inches of cover at all times.
 - iii) Pipe laying shall be performed in such a manner that no foreign material enters the pipe. The Engineer may require that before lowering pipe, heavy canvas bags be placed over each end, and left in place until joints are ready to be made. If water is in the trench, the seals shall remain in place until the trench is pumped completely dry. If conditions are unsuitable, no pipe shall be laid until satisfactory laying conditions are obtained in accordance with the above specified requirements.
- l) **Pipe Jointing:** Piping shall be jointed in accordance with the manufacturer's printed recommendations. Gaskets shall be firmly set within the bells and grooves as required. The manufacturer's recommended lubricant or an approved equal shall be applied for slip type joints.
- i) **Ductile Iron Pipe Joint Construction:** The installation and jointing of ductile iron pipe shall generally conform to the applicable provisions of AWWA Standard Specifications C-600 for pipe laying.
 - ii) Where mechanical joint pipe is used, the surfaces which come in contact with the gasket shall be thoroughly brushed with a wire brush just prior to assembly. The gasket should be brushed with soapy water prior to installation to remove loose dirt and to lubricate gasket as it is forced into its retaining space.
 - iii) When tightening bolts, it is essential that the gland be brought up toward the pipe flange evenly. The bolts should be partially tightened; the bottom bolt first, then the top; next the bolts on either side; and last, the remaining bolts. Overstressing of bolts to compensate for poor installation will not be permitted. Bolt torque shall be in accordance with manufacturer's specifications.
 - iv) All joints of whatever type shall be completely water tight after being subjected to the required tests.
- m) **Borings:** Borings shall be accomplished in accordance with Mississippi State Highway Department Standards. The contractor shall provide all necessary sheeting, bracing, cribbing, supports and appurtenances to insure the proper line and grade throughout the entire length of the crossing.
- i) **Casing Pipe:** Casing Pipe shall be installed as indicated on the Contract Drawings. Joints shall be completely welded to provide structural integrity and shall be watertight.
 - ii) **Carrier Pipe:** Carrier pipe may be any of the allowed options of piping. However, the piping and joints shall be capable of withstanding the stress exerted by pushing the pipe within the casing.
 - iii) **Carrier Pipe Supports:** Supports for the carrier pipe shall be as recommended by the manufacturer for such installation. Supports shall be spaced to adequately support the piping under all conditions.
 - iv) **Casing Seal:** The annulus between the casing and carrier pipe shall be sealed at each end by installing WMSON Type U end seals, as manufactured by T.D. Williamson, Inc. Tulsa, Oklahoma, or equal, in accordance with the instructions of the manufacturer of the seals.
- 6) **SEPARATION of WATER and SEWER MAINS:** The water and sewer specifications should state that the water line be constructed no less than 10 feet horizontally and 18" vertically with

water line over sewer line. If those conditions cannot be met then they will be decided on a case by case basis.

7) TESTING

a) Ductile Iron Pipe

- i) **Field Inspection:** The Engineer shall perform visual inspection of the material prior to placement by the Contractor. The Engineer may make non-destructive tests to determine the soundness of the pipe. The Contractor shall assist the Engineer in handling and moving the pipe as required.
- ii) **Material Test:** Material test shall be conducted during the manufacturing process and the results shall be included as part of the submittals. No other material test shall be required.

b) Steel Casing Pipe Material test shall be included as part of the submittal. No other material test shall be required.

c) Compaction Tests

- i) Compaction tests shall be performed in accordance with AASHTO T 191 or ASTM D 2922. Maximum compaction shall be determined in accordance with AASHTO T 99.
- ii) Compaction tests for water pipe related work shall not be less than as follows:

NUMBER of COMPACTION TESTS AASHTO T-99, AASHTO T-191, or ASTM D 2922		
Stabilization Material	1	One per 100 C.Y.
Bedding material	2	One per 600 L.F.
Tamped Backfill	2	One per 600 L.F.

d) Hydrostatic Testing

- i) After the pipe has been laid, all newly laid pipe or any valved section thereof shall be subjected to a hydrostatic pressure of at least 1.5 times the working pressure at the point of testing and not less than 1.25 times the working pressure along the test section, for a minimum of 2 hours.
- ii) And all tests shall be in accordance with AWWA Standard C600, Section 4.
- iii) Allowable leakage shall be no more than that determined by the following formula:

$$L = \frac{SD \sqrt{P}}{133,200}$$

- iv) In which L is the allowable leakage in gallons per hour; S is the length of pipe tested in feet; D is the nominal diameter of the pipe, in inches; and P is the average test pressure during the leakage test in pounds per square inch.
- v) These tests are to be made at the Contractor's expense and he is to provide all necessary fittings, equipment, appliances and any other necessary items to conduct the tests in a

manner satisfactory to the ENGINEER. All costs incidental to conducting these tests are to be included in the prices bid for the various items of construction as no separate or extra compensation is to be allowed therefore. Record of testing is to be furnished to the OWNER.

8) CLEANING and STERILIZING

- a) Before each section of work is placed in service, it shall be thoroughly flushed to remove any dirt or other foreign material from inside the lines; and the inside of the lines shall be sterilized by pumping into and through them a solution of chlorine of 50mg/l for 24 hours in such manner as to meet the requirements of the State Board of Health.
- b) At least two (2) samples of chlorine free water, taken from each section shall be submitted to the State Board of Health for examination to determine if the system is free from organisms of the Coli-Aerogenes group. If such samples are not negative from organisms of the Coli-Aerogenes group, the system shall be disinfected and re-disinfected in a manner meeting the requirements of the State Board of Health, until the system is freed of contamination.
- c) All water mains will be flushed, chlorinated and re-chlorinated until two (2) consecutive negative water samples are obtained by the Local Health Department. The samples shall be collected by the Certified Operator of the system or the Professional Engineer of the project.
- d) The CONTRACTOR shall be responsible for the conduct of all of the above defined activities, and any and all costs incident thereto shall be included in the prices bid for the various items of construction as no separate or extra compensation is to be allowed therefore.

RESTORATION of ROADS, DRIVEWAYS, FENCES, LAWNS, and OTHER GRASSED AREAS

- 1) **GENERAL:** The work under this item of work shall consist of furnishing all necessary materials, labor, supervision, tools, equipment and incidentals for the restoration of roads, driveways, fences, lawns and other grassed areas so as to provide satisfactory repair to all damage caused by general construction work. It is the intent of these Specifications to restore all such features to the general conditions that existed prior to construction activity insofar as practical. It is not the intention of this Specification that trees, which must be cut and removed, be restored. The Contractor is expected to be familiar with the overall area and be satisfied as to the materials required and level of effort needed to accomplish such restoration in accordance with this Specification.
- 2) **APPLICABLE PUBLICATIONS:** The following publications form a part of this specification and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work:
 - a) AMERICAN ASSOCIATION of STATE HIGHWAY and TRANSPORTATION OFFICIALS (AASHTO):
 - i) T 99 The Moisture Density Relations of Soils Using a 5.5lg. (2.5 kg) Rammer and a 12-inch (305 mm) Drop
 - ii) T 167 Compressive Strength of Bituminous Mixture
 - iii) T 191 Density of Soil In-Place by the Sand-Cone Method
 - iv) T 230 Determining Degree of Pavement Compaction of Bituminous Aggregate Mixtures
 - b) AMERICAN SOCIETY for TESTING and MATERIALS (ASTM)
 - i) D 2922 Density of Soil and Soil Aggregate in Place by the Nuclear Method (shallow depths)
 - c) MISSISSIPPI DEPARTMENT of TRANSPORTATION (MDOT)
 - i) Standard Specifications for Road and Bridge Construction, 2004 Edition
 - ii) Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)
- 3) **SUBMITTALS:** Mix Designs: Design mix will be provided by Contractor and approved by Engineer prior to production of asphalt.
- 4) **MATERIALS**
 - a) 4.1 Subbase and Base Courses: Subbase and base courses under paved areas shall be as specified in MSHD Specification, Section 300.
 - b) 4.2 Prime Coat: Prime coat shall consist of Grade MC-30 or Grade MS-70 in accordance with the applicable requirements of MDOT Specification Section 408.
 - c) Bituminous Pavement: Bituminous Pavement for roadway and parking areas, wearing and

binder courses shall consist of a mix in accordance with MDOT Specifications Section 403.

- d) Materials shall conform to the following subsection of MDOT, Specifications Sections 702 and 703.
 - i) Bituminous Materials (AC-20) 702.01
 - ii) Aggregate
 - iii) BC-1 Binder Course
 - iv) SC-1 for Surface Course
 - v) Filler 703.14
 - vi) Topsoil: Topsoil shall be in accordance with Technical Specifications - SEEDING and SODDING.
 - vii) Seeding and Sodding: Seeding and sodding operations shall be in accordance with Technical Specifications - "SEEDING and SODDING."

5) CONSTRUCTION

a) Maintenance of Traffic

- i) Prior to limiting or restricting traffic on any street or road, the Contractor shall obtain permission from the City of Hattiesburg. Through or local traffic shall at all times be accommodated by the use of temporary approaches, crossings or detours (if allowed by the City of Hattiesburg). Satisfactory (to the Property Owner) ingress and egress to any public or private property shall be properly maintained. Proper barricades, signs and detour signs shall be provided by the Contractor to adequately warn motorists of obstructions ahead. Lighted (flashing) barricades shall be used at night.
- ii) Flagmen shall be provided to direct traffic around equipment and for one way movement of traffic around equipment and for one way movement of vehicles. The Contractor may have to stop construction and restore full traffic during certain rush hours.
- iii) The Contractor shall at all times (unless otherwise permitted in writing by the City of Hattiesburg) maintain open one lane to traffic during construction operations and restore roadways to two-way traffic during non-construction hours.

b) Repair of Asphalt; Concrete Streets; Driveways; Parking Lots

i) Removal and Earthwork:

- (1) The existing asphalt pavement shall be uniformly saw cut on straight lines and the material shall be removed. Other methods of cutting the existing asphalt surface which will result in a uniform straightedge similar to a sawed cut may be acceptable. Upon completion of the pipe laying, select backfill shall be placed in the excavation in maximum 8-inch lifts and compacted to at least 90% of maximum laboratory density to within one foot of the top subgrade and to 95% of maximum laboratory density in the upper one foot of the subgrade.

- (2) Maximum density of typical select backfill material shall be determined in accordance

with AASHTO T 191 or ASTM D 2922. Portable mechanical tampers or vibratory compactors shall be used in the trenches. Rollers may be used at street level. Existing base and asphalt surfaces which become undermined during construction shall be removed until firm undisturbed subgrade is reached.

- c) Asphaltic Base: Asphaltic base shall be constructed in accordance with MSHD Specification, Section 300.
 - i) Prime Coat: Prime coat shall be applied to exposed existing base material prior to overlay with asphaltic base course in accordance with MSHD Specification, Section 408.
 - ii) Tack Coat: Tack coat shall be applied to existing or new asphaltic wearing course and asphaltic base, or concrete which is to require asphalt wearing course.
 - iii) Asphalt Wearing Course: Placement and compaction of the bituminous pavement shall be in accordance with MSHD Specification Section 403.03.
 - iv) Utilities: All utility covers excavated during removal of streets, driveways, parking lots shall be restored to finished grade.
- d) Driveways and Sidewalks:
 - i) Driveways and sidewalks shall be repaired in similar manner to the original construction. Asphalt drives shall be saw cut where required and repaired in accordance with Paragraph 6(b) of this Specification. Concrete drives shall be saw cut or removed to the next joint. The minimum thickness for concrete driveway repair is 6 inches and for sidewalks is four (4) inches.
 - ii) Concrete surfaces shall be properly tooled and receive a broom finish. Installation (if required) of new driveway drainage culvert shall be made only at the direction of the Engineer. The Contractor shall take all reasonable precautions to allow for reuse of existing drainage culverts.
- e) Repair to Gravel Roads: Gravel roads shall be backfilled and compacted in accordance with Paragraph 6(b) of this Specification. The final surface shall consist of 12-inch in-place compacted clay gravel. Compaction shall be to 100% of maximum laboratory density in accordance with AASHTOT 99.
- f) Repair to Lawns:
 - i) General: The Contractor shall exercise extreme care to minimize damage to improved lawns. Trees and shrubs within the limits of work shall be removed only for essential construction requirements. Any shrubs, which are removed or damaged, shall be replaced by satisfactory (to the Property Owner) planting by the contractor. Any grass seed areas, roads, streets, driveways, culverts, fences, water lines, metal boxes or other items (excluding trees unavoidably cut) which are damaged by the Contractor, shall be satisfactorily restored by Contractor. Acceptance of improved lawn repairs shall be based on the firm establishment of live stand of grasses and live growth of any replanted and acceptable shrubs. The Contractor shall water and fertilize such areas until healthy growth of grass (and shrubs, if applicable) are attained
 - ii) Grading: The surface areas shall receive finish grading so the finish topsoil surface (after settlement) will meet the existing contour grade of the area prior to construction. The natural drainage during and after construction shall not be altered so as to cause adverse

effects to adjoining properties.

- iii) Topsoil: The Contractor shall strip topsoil and sod and stockpile for later use. Upon completion of trenching over the area. Additional topsoil shall be furnished if required (at no additional cost) to provide a uniform thickness of 3 inches. Lime at a rate of 1 - 1/2 tons per acre and fertilizer (13-13-13) at a rate of 800 pounds per acre shall be applied as needed to further establish grass growth.
- iv) Grassing: Grass seed, sprigs, or sod similar to the existing lawn grasses shall be planted in accordance with the supplier's recommendations. Winter cover grasses such as rye grass shall be applied (in addition to planting the permanent grasses) if seeding, sprigging, or sodding is done at a time of year when the permanent grasses will not actively grow. The type(s) of permanent grasses shall be the same as the grass(es) in the damaged lawns. If the lawn repairs are accomplished between September 1 and March 1, the Contractor shall continue the restoration work during the next period of March 15 and April 5 and mow the grass and continue the restoration until satisfactory growth of the permanent grass (es) is obtained. Such additional restoration work shall include the 1 - 1/2 tons of lime per acre, application of 13-13-13 fertilizer at a rate of 800 pounds per acre and replanting and watering permanent grass as necessary to obtain satisfactory (to Engineer) growth. No time will be charged against the Contract Time for any such additional restoration work.
- v) Sodding: Sodding shall be in accordance with Technical Specifications - SEEDING and SODDING.

g) Erosion Control:

- i) During all phases of construction, the Contractor shall adequately protect all work from adverse erosion. Soil shall not be allowed to flow off the limits of work area. The Contractor shall employ the use of ditch checks, matting, temporary grass cover, blankets, or other measures to control erosion. The Contractor shall be responsible to correct damage caused by erosion.
- ii) During the construction of this project, all work areas will be strictly monitored. All trench lines will be kept in excellent condition, all streets and drives will receive careful maintenance, keeping potholes and settled areas filled in. Dust control is essential and will also be strictly monitored.

h) General Grassing of Unimproved Areas

- i) General: The Contractor shall seed and establish grass growth in all disturbed areas in unimproved areas (to include pastures and roadsides). Acceptance of the grass cover shall be based upon the firm establishment of a live stand of grass. The contractor shall water such grass if natural rainfall fails to adequately provide moisture. On slope and other areas subject to erosion, grassing shall be accomplished as soon as practical (within 48 hours unless weather is prohibiting) after finish grading operations.
- ii) Grading: The surface area shall receive finish grading so the finish topsoil surface (after settlement) will meet the existing contour grade of the area prior to construction. The natural drainage during and after construction shall not be altered so as to cause adverse effects to adjoining properties.
- iii) Topsoil: The Contractor shall remove existing topsoil and stockpile for later use. Upon completion of backfilling (to establish contours as before construction), the topsoil shall be uniformly spread back over the area. The Engineer may require additional topsoil be

furnished by the Contractor, if in the opinion of the Engineer, adequate provisions and efforts were not made by the Contractor to stockpile and re-use existing topsoil material.

- iv) Fertilizer and Agricultural Limestone: The Contractor shall uniformly apply 800 lbs. per acre of 13-13-13 fertilizer and also apply two (2) tons per acre of agricultural limestone to the area to be seeded. The fertilizer and limestone shall be tilled into the soil to a depth of four (4) inches.
- v) Seeding: Seed shall be uniformly sown in accordance with Technical Specification - SEEDING and SODDING.
- vi) Sodding: Sod shall be placed in accordance with Technical Specification - SEEDING and SODDING.
- i) Mulch Cover: Erosion prone areas such as steep slopes and highway shoulders shall receive a layer of loose straw mulch or equivalent at the rate of one and one-half (1-1/2) tons per acre. The mulch cover shall be established by the application of emulsified asphalt or by "crimping" parts of the material into the soil.
- j) Miscellaneous Items: Items such as fences, gates, headwalls, paved ditches, and other items shall be replaced or repaired as required for restoration. Should additional fencing material be required, new post and new wire of similar size, type and gauge shall be provided and installed.
- k) General Care: Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees, which do not have to be removed in the opinion of the Engineer, and which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

6) TESTING

- a) General: All sampling and testing shall be accomplished by the testing laboratory approved by the Owner and employed by the Contractor to perform such services. Results shall be immediately forwarded to the Engineer by the Contractor.
- b) Earthwork: Earthwork directly involved with road and street repair shall be tested as follows:
 - i) Moisture Density Relationship (Standard Proctors): Two tests of sampled native material shall be required.
 - ii) Tests shall be in accordance with AASHTO T 99.
 - iii) Field Density: A minimum of two and a maximum of four field density tests shall be required. Density tests shall be in accordance with AASHTO T 191 or ASTM D 2922
 - iv) Topsoil: Two pH tests and two organic content tests (wet combustion method) will be required.

SEEDING and SODDING

- 1) **DESCRIPTION:** This item consists of furnishing all labor, supervision, materials, tools, incidentals and equipment and performing all work for topsoiling, tilling, fertilizing, seeding, watering, and otherwise establishing, protecting and maintaining seeded and sodded areas as required by the Contract Drawings and these specifications, and including repair, refertilizing and reseeding as required until final inspection and acceptance of the project.
- 2) **SUBMITTALS:** Certificates for fertilizer, limestone, seed.
- 3) **MATERIALS**
 - a) **Topsoil:** Topsoil shall be the surface layer of soil that is stockpiled by the Contractor during stripping and/or excavation on the site. The topsoil shall be free of subsoil, clay, lumps, stones, brush or seed. Topsoil shall have a pH value of not less than 4.5 or more than 8.0.
 - b) **Lime:** Lime shall be ground limestone containing not less than 80% of total carbonates and shall be ground to such fineness that 80% will pass through a No. 10 mesh sieve and 40% will pass through a No. 40 mesh sieve.
 - c) **Fertilizer:** Fertilizer shall be water soluble commercial carriers of available plant food elements or combinations thereof, as stated herein and shall conform to the applicable state fertilizer laws. They shall be uniform in composition, dry, and free flowing materials in condition for application by suitable equipment. The fertilizer shall be delivered in standard bags or other convenient standard containers, each fully labeled with manufacturer's guaranteed analysis. Any fertilizer shall contain not less than the percentages by weight of the ingredients set out as follows: (1) Nitrogen, 13% (2) Phosphorous P O, 13%, (3) Potash K C, 13%. Invoices for fertilizer will show the kind and have analysis furnished.
 - d) **Seed:** Seeds with a minimum pure live seed content of 90% shall be used. They shall be of the best grade and of known vitality, purity, and germination and shall be delivered in containers bearing seed tags as required by law showing percentages of germination content and purity of seed as well as percentages of weed seed content.
 - i) All seeds shall be free of wild onion, Canadian thistle, Johnson grass, crab grass or other seeds of noxious weeds. All seeds shall be furnished in standard containers, or as acceptable to the Engineer. Seed which has become wet, moldy or otherwise damaged in transit or storage will not be acceptable.

Purity, Germination, and Planting Schedule			
Spring and Summer Seeding (March 1 to September 1)			
<u>Name</u>	<u>Percent Purity</u>	<u>Percent Germination</u>	<u>Mix (dry wt. lbs.) per Acre</u>
Hulled Bermuda	95	90	20
Pensacola Bahia	95	90	30
TOTAL			50
Fall and Winter Seeding (September 1 to March 1)			
<u>Name</u>	<u>Percent Purity</u>	<u>Percent Germination</u>	<u>Mix (dry wt. lbs.) per Acre</u>
Unhulled Bermuda	95	90	20
Pensacola Bahia	95	90	30

Rye	95	85	15
Crimson Clover	95	85	8
TOTAL			73

ii) Seeding in Existing Lawns: Grass seeds for existing lawns shall be the same as the existing grass.

e) Leguminous Inoculants: Inoculation media containing live nitrogen-fixing bacteria shall be supplied with all legume seed. The inoculants shall be standard, pure culture of nitrogen-fixing bacteria. Each kind of legume will require cultural bacteria that are adapted to that particular kind of seed. The bacteria shall be supplied in convenient containers seed. The bacteria shall be supplied inconvenient containers of a proper size to treat the amount of seed to be planted. The legume seeds shall be treated according to the directions, and before the expiration date for use of the media shown on the container.

i) Soil for Repairs: for fills or areas to be repaired, soil shall be topsoil of a least equal quality to that which exists in areas adjacent to the area to be repaired.

f) Water: Water shall be free from oil, acid, alkali, salt, and other substances harmful to growth of grass, and shall be from a source accepted prior to use.

g) Solid Sod: Bermuda or Carpet Grass and shall be native to the locality of the work and shall, when placed be live, fresh, growing grass with at least two and one-half (2-1/2) inches of soil adhering firmly to the roots. The sod shall be reasonably free from obnoxious weeds or other grasses, and shall not contain any matter deleterious to its growth; or which might affect its subsistence or hardness when transplanted. The sod shall be in blocks at least 3"x 8", and free from ragged edges.

4) INSPECTION AND TESTS

a) Fertilizer and Limestones: Duplicate copies of material invoices shall be furnished to the Engineer. Invoices shall show quantities and grade of fertilizer, quantity of limestone, percentages of calcium carbonate and magnesium carbonate, as applicable, and the percentages of limestone that pas the No. 40 and the No. 10 mesh sieves. Samples of each lot of fertilizer and limestone shall be furnished for testing. upon completion of project a final check of total quantities of fertilizer and limestone used will be made against total area treated, and if minimum rates of application have not been met, additional quantities of these materials to make up minimum application specified shall be distributed.

b) Seed: Contractor shall furnish to the Engineer duplicate signed copies of statement(s) from vendor(s), certifying that each container of seed delivered is labeled in accordance with Federal Seed Act and is at least equal to requirements specified therein. This certification shall be obtained from vendor and shall be furnished before application.

5) PREPARATION of GROUND SURFACE

a) General: Equipment, in good operating condition, shall be used for the proper preparation of the ground and for handling and placing all materials. Equipment shall be acceptable before work is started.

b) Topsoiling: Topsoil shall be obtained from job site stockpiles formed during stripping and/or excavation operations and shall be free from subsoil, clay lumps, stones, brush, grasses or weeds, excess acids or alkali, or any other material to subsequent, smooth, grading, planting,

and maintenance operations.

- c) Grading: Previously established grades shall be maintained on the areas to be treated in a true and even condition; necessary repairs shall be made to previously graded areas by means of graders or other approved equipment.
- d) Tillage: After the areas required to be treated have been brought to the grades shown, the soil shall be tilled to a depth of at least 4 inches by plowing, disking, harrowing, or other acceptable operations until the condition of the soil is acceptable. The work shall be performed only during period when beneficial results are likely to be obtained. When drought, excessive moisture, or other unsatisfactory conditions prevail, the work shall be stopped when directed. Undulations or irregularities in the surface shall be leveled before the next specified operation.

6) APPLICATION of FERTILIZER and LIMESTONE

- a) Preplanting fertilization of areas to be seeded: Fertilizer shall be distributed uniformly at a rate of 800 pounds per acre over areas to be seeded and shall be mixed into the soil to a depth of at least 4 inches by disking, harrowing, or other acceptable methods. Application of fertilizer may be part of the operation specified in Section 5.4: TILLAGE of these specifications.
- b) Liming: Immediately following or simultaneously with incorporation of fertilizer, limestone shall be distributed uniformly at a rate of 4000 pounds per acre, and shall be mixed into the soil to a depth of at least 4 inches by disking, harrowing, or other acceptable methods. Application of limestone along with fertilizer may be part of the operation specified in Section 5.4: TILLAGE of these specifications.
- c) Leveling: Surface irregularities resulting from tillage, fertilizing, liming, or other operations shall be leveled before seeding.
- d) Postplanting fertilization: From 40 to 60 days after seeding, ammonium nitrate or its nitrogen equivalent shall be applied uniformly at a rate of 225 pounds per acre over areas seeded. Fertilizer shall be applied when grass blades are dry to minimize burning. The planted area shall be watered to thoroughly moisten the upper 6 inches of the soil surface after the fertilizer is applied.

7) PLANTING SEED

- a) General: A satisfactory method of sowing shall be employed; using approved mechanical power-drawn drills or seeders, or other approved methods. When drills are used, markers or other means shall be provided to insure that the successive seeded strips will overlap or be separated by a space no greater than 6 inches. When delays in operations extend the work beyond the most favorable planting season for species designated or when conditions are such by reason of drought, high winds, excessive moisture, or other factors that satisfactory results are not likely to be obtained, work shall be halted as directed and resumed only when conditions are favorable or when approved alternate or corrective measure and procedures have been effected. If inspection during or after seeding operations indicates that strips wider than 6 inches have been left unplanted or other areas skipped, additional seed shall be sown.
- b) Broadcast Seeding: Seeding shall be broadcast either by hand or with acceptable seeding equipment, in combination with fertilizer, or with other acceptable sowing equipment. Seed shall be distributed uniformly over designated areas. Half of the seed shall be sown with sower moving at right angles to first sowing. Seed shall be covered to an average depth of 1/4 inches by brush harrow, spiketooth harrow, chain harrow, cultipacker, hand rake with wood tines, or other approved device. Seed shall not be broadcast during windy weather.

- c) **Drill Seeding:** Drill seeding shall be accomplished with approved equipment with drills set not more than 6 inches apart. Seed shall be sown uniformly over designated areas to average depth of 1/4 inch.
 - d) **Sodding:** All solid sod shall be procured areas where the soil is fertile and contains a high percentage of loamy topsoil, and from areas that have been grazed or mowed sufficiently to form a dense turf.
 - e) Mechanical devices, such as sod cutter, may be used for cutting the sod into strips or blocks. Care shall be exercised at all times to retain the native soil on the roots of the sod during the process of excavating, hauling and planting.
 - f) The solid sod blocks shall be transplanted within 24 hours from the time of cutting, unless they are stacked at their destination in a manner satisfactory to the Engineer. All solid sod in stacks shall be kept moist and protected from exposure to the air and sun, and from freezing. In no event shall more than two (2) days elapse between the cutting and planting of the solid sod.
 - g) Solid sod shall be planted during the period between March 1st and December 15th, unless written permission is given by the Engineer to extend the planting season. The solid sod shall be placed on the prepared surface with the edges in close contact. All cracks between blocks of solid sod shall be closed with small pieces of fresh sod and all cracks too small for sod shall be filled by a light dressing of topsoil. The entire sodded area shall then be compacted and watered to the satisfaction of the Engineer. Rollers, hand tamps or other approved equipment may be used for compacting.
 - h) Surfaces of solid sodding which, in the opinion of the Engineer, may slide due to the height and slope of the surface or nature of the soil, shall, upon direction of the Engineer, be "pegged" with wooden pegs driven through the sod blocks into firm earth, sufficiently close to hold the sod in place.
- 8) **MAINTENANCE:** Seeded areas shall be maintained until all work or designated portions thereof have been completed and accepted. Tall grass and weeds that tend to impede the desired grass species shall be mowed, and any damage resulting from these operations shall be repaired at the Contractor's expense.
- 9) **ESTABLISHMENT of GROWTH**
- a) **General:** The Contractor shall be responsible for proper care of seeded areas while grass is becoming established for three (3) months after completion of treatment on the entire project, unless desired cover is established in a shorter period of time and the Owner shortens responsibility period. The Contractor shall be responsible for providing a satisfactory stand of grass. A satisfactory stand of grass is determined as a cover of living grass in which gaps larger than 12 inches square do not occur as determined by an acceptance inspection made at the end of the maintenance period. Maintenance work shall be performed at the Contractor's expense.
 - b) **Mowing:** Seeded and sodded areas shall be mowed with acceptable mowing equipment to a height of about 4 inches when average height of grass becomes about 8 inches. When amount of cut grass is heavy, grass shall be removed to prevent destruction of underlying turf. If weeds or other undesirable vegetation threatens to impede the growth of planted species, such vegetation shall be mowed, or in case of excessive growth, shall be uprooted, raked and removed from area.
 - c) **Refertilizing:** The Contractor will determine areas needing refertilization at least 15 days before

application is required. Fertilization shall be distributed on designated area during periods when grass is dry. 13-13-13 grade fertilizer shall be applied uniformly at a rate of 800 pounds per acre. Fertilizer conforming to physical condition, packaging and marking as specified hereinbefore shall be provided.

- d) Reseeding: The Contractor will determine areas requiring reseeding at least 15 days before period specified for reseeding. Seed specified hereinbefore shall be drilled at rates hereinbefore specified, in a manner that will cause minimum disturbance to existing stand of grass, and at an angle of not less than 15 degrees from direction of previously seeded rows.

FIRE HYDRANT

- 1) **GENERAL:** Fire hydrants shall comply in all respects with AWWA Standard C-502, latest revision. Fire hydrants shall be of the compression type, with the main valve opening against the pressure and closing with the pressure. The main valve opening shall be 5 1/4" in diameter. Fire Hydrant shall be of a dry barrel, dry top design. The nozzle section shall consist of two (2) hose nozzles and one (1) pumper nozzle or other as specified.
- 2) **RATING:** Fire hydrants shall be rated at 250 psi water working pressure, tested at 500 pounds hydrostatic for structural soundness in the following manner: 500 pound hydrostatic test supplied from the inlet side, first with the main valve closed for the testing of the valve seat: second, with the main valve open for testing of the drain valves and the hydrant barrel. Testing to be complete in accordance with AWWA C-502 and ULFM requirements.
- 3) **END CONFIGURATION:** Hydrants shall be connected to the main by a 6" fusion bonded, epoxy coated mechanical joint shoe. Mechanical joint shoes shall be fitted with strapping lugs.
- 4) **DESIGN**
 - a) The main valve seat of the hydrant shall be made of rubber and be supported by a one-piece bronze top plate / drain valve mechanism. Drain valves shall be faced with rubber. The bottom stem threads of the main valve rod shall be fitted with an epoxy coated, cast iron bottom plate, sealing lower rod threads from the water.
 - b) Changes in size or shape of the waterway (hydrant nozzles) shall be accomplished by means of easy curves. Exclusive of the main valve opening, the net area of the waterway of the barrel and the foot piece at the smallest part shall not be less than 120% of that of the net opening of the main valve.
 - c) Hose and pumper nozzles shall be threaded and screwed into the nozzle section and then mechanically locked to prevent turning.
 - d) Hose and pumper caps shall be chained to the hydrant
 - e) The hydrant shall be so designed that when it is in place, no excavation will be required to remove the main valve and movable parts of the drain valve. Further, the hydrant shall be of the type that can be extended without excavating.
 - f) Hydrants shall be so designed that, in the event of accident, or breaking of the hydrant above or near grade level; the main valve will remain closed.
 - g) The main valve rod shall be made in two parts and fitted with breakable coupling at the ground line flange.
 - h) The ground line connection between nozzle section and the barrel shall incorporate the use of a traffic flange. This connection shall be so designed that the nozzle section can be rotated in any increment of 360°. The ground line connection between the barrel and nozzle sections shall have a rubber o-ring gasket to provide a seal.
 - i) The operating threads of the hydrant shall be so designed as to avoid the working of any iron or steel parts against either iron or steel. The operating stem and operating nut threads shall be square or acme type.
 - j) The operating thread shall be lubricated at factory with food grade grease. Access shall be provided

to field lubricate the operating mechanism.

- k) The operating thread shall be sealed from water at all times when the valve is either in the opened or closed position. The operating rod shall be bronze sheathed where it passes through the double "O" ring seal in the bonnet.
- l) The bonnet shall be weather proof and utilize a weather shield integral with the external wrench operating nut.
- m) The operating nut shall be made of bronze with a self-lubricating design.
- n) Hydrants shall be of the dry barrel type and the hydrant shoe shall have two positive acting non-corrosive drain valves that shall drain the hydrant completely by opening when the main valve is closed, and close tightly in accordance with AWWA C-502 requirements when main valve is open.
- o) The main valve assembly shall be seated in the hydrant with a bronze-to-bronze interface to facilitate removal of the main valve, should maintenance be required. The nozzle section shall consist of two-2 1/2" hose nozzles to the specified thread designation (NST) and one pumper nozzle 4 1/2" in diameter to the specified thread designation (NST), or other combination of nozzle outlets, including independent hose gate valves, as shown on the plans.
- p) Two O-ring seals shall be utilized where the main hydrant rod passes through the 1 piece bonnet.
- q) Hydrant standpipe shall be ductile iron and single piece for all bury depths.
- r) All like parts of hydrants of the same size and model produced by the same manufacturer shall be interchangeable.
- s) Hydrant shall open by turning to the left. The direction of opening is to be permanently marked on the hydrant bonnet.
- t) Threads on hose and steamer nozzles shall be National Standard unless otherwise specified.
- u) Size and shape of operating nuts cap nuts shall conform to National Standard unless otherwise specified.
- v) Bury shall be a minimum of three (3) feet measuring depth from grade line to bottom of trench or connecting pipe.
- w) Auxiliary shut-off (isolation) gate valves, when required, shall be of the same manufacture as the hydrant.

5) COATING

- a) The inside of all hydrants shall be coated in accordance with AWWA standards except for bronze and threaded machined surfaces. Exterior on hydrant nozzle section shall be painted Fire Hydrant Red (or other as shown on the plans).
- b) Hydrant shoes shall have an interior and exterior thermosetting epoxy coating of 5 to 6 mils meeting AWWA C550.

6) MARKINGS: Hydrant shall be marked with the name of the manufacturer, size of valve opening, direction of opening and the year of manufacture all in accordance with the AWWA C-502.

- 7) **SOURCE:** Hydrants shall be M&H Model 129, Mueller Super Centurion 250, or the American FlowControl

PUBLIC UTILITIES

CABLE
COMCAST
2100 LINCOLN ROAD
HATTIESBURG, MS 39402
(601) 264-1188

POWER
MISSISSIPPI POWER, CO.
6356 U.S. HIGHWAY 49
HATTIESBURG, MS 39401
(601) 544-6511

TELEPHONE
AT&T
P.O. BOX 1191
HATTIESBURG, MS 39401
(601) 545-6424

INLINE
405 LEGACY PARK
RIDGELAND, MS 39157
(601) 959-8909

TRAFFIC
MISSISSIPPI DEPARTMENT
OF TRANSPORTATION
6356 U.S. HIGHWAY 49
HATTIESBURG, MS 39401
(601) 544-6511

WATER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
900 JAMES STREET
HATTIESBURG, MS 39403
(601) 545-4530

GAS
WILMUT GAS
P.O. BOX 1649
HATTIESBURG, MS 39403
(601) 544-6001

SEWER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
900 JAMES STREET
HATTIESBURG, MS 39403
(601) 545-4530

TELEPAK DBA CSPIRE FIBER
1018 HIGHLAND COLONY PKWY
SUITE 420
RIDGELAND, MS 39157

CITY OF HATTIESBURG
TRAFFIC DEPT.
125 WALNUT STREET
HATTIESBURG, MS 39401
(601) 545-4626

CONSTRUCTION PLANS

FOR

2017 WATER SYSTEM
IMPROVEMENTS

FOR THE

CITY OF HATTIESBURG

FORREST COUNTY
MISSISSIPPI



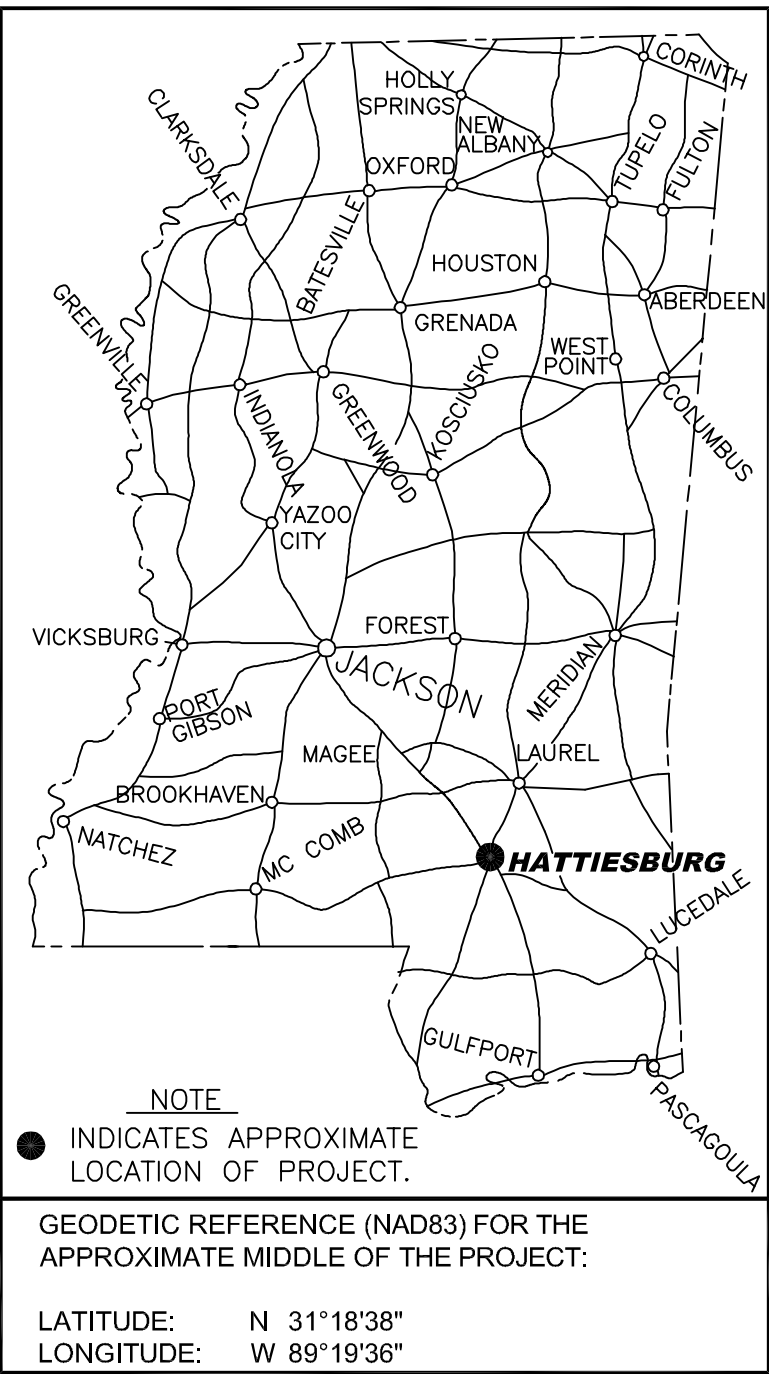
Know what's below.
Call before you dig.

SPECIAL UTILITY NOTES:

1. UTILITY LOCATION REQUESTS WERE SUBMITTED TO MISSISSIPPI 811 (FORMERLY MISSISSIPPI ONE CALL) DURING THE FIELD DATA COLLECTION PHASE FOR THE DESIGN OF THIS PROJECT. ALL UTILITIES THAT LOCATED DURING THE FIELD DATA COLLECTION ARE SHOWN ON THESE PLANS. ALL CONFLICTS WITH EXISTING UTILITIES ENCOUNTERED DURING CONSTRUCTION SHALL BE COORDINATED WITH THE UTILITY OWNER, THE ENGINEER AND THE PROJECT OWNER PRIOR TO INSTALLATION OF THE PROPOSED WATER SYSTEM. (NO SEPARATE PAY FOR COORDINATION)
2. THE CONTRACTOR SHALL DOCUMENT THE EXISTENCE OF ANY MISSING AND/OR OVERLAPPING UNDERGROUND UTILITIES AND STORM DRAINAGE NOT SHOWN ON THESE CONSTRUCTION DRAWINGS.

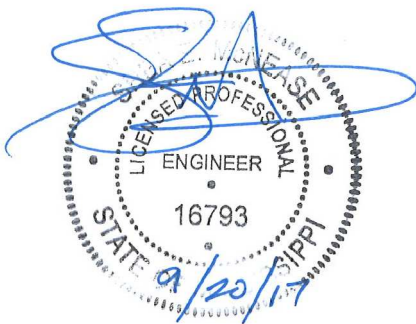
MISSISSIPPI 811 TICKETS	
TICKET No.	DESCRIPTION
17041312390727	ARCADIA STREET (VELMA AVENUE TO WINDSOR AVENUE)
17041312380724	ARCADIA STREET (JOHNSON AVENUE TO S 28TH AVENUE)
17042016381475	ESTELLE AVENUE
17041313010763	GREENBRIAR PLACE
17041312160699	JOHNSON AVENUE (ARCADIA STREET TO MCINNIS STREET)
17042012170895	MARIE STREET (MCINNIS STREET TO HIGHWAY 49 SERVICE ROAD)
17041312170700	PARKER AVENUE
17060909580416	MIMOSA LANE
17060913350847	SUNSET DRIVE
17060910050454	VILLA VERDE
17060910180497	CARTER DRIVE
17060910080469	MCINNIS STREET
17060910020438	CARRIAGE STREET

SEPTEMBER 2017



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5	PARKER AVENUE - PLAN
6	ESTELLE AVENUE - PLAN
7	ESTELLE AVENUE - PLAN
8	MARIE AVENUE - PLAN
9	ARCADIA STREET - PLAN
10	ARCADIA STREET - PLAN
11	GREENBIAR PLACE - PLAN
12	MIMOSA LANE - PLAN
13	CARRIAGE ROAD - PLAN
14	VILLA VERDE STREET - PLAN
15	SUNSET DRIVE - PLAN
16	CARTER DRIVE - PLAN
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25	DETAILS OF EROSION CONTROL WATTLE DITCH CHECK
26	DETAILS OF EROSION CONTROL SANDBAG DITCH CHECK
6250	TRAFFIC CONTROL PLAN WITH FLAGGER
6259	HIGHWAY SIGN AND BARRICADE DETAILS FOR CONSTRUCTION PROJECTS



MAYOR

Toby Barker

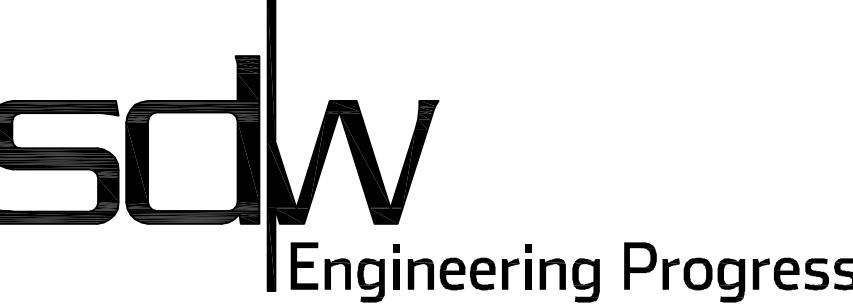
COUNCIL PERSONS

Carter Carroll, President
Mary Dryden, Vice President
Jeffery George
Deborah Denard Delgado
Nicholas Brown

DIRECTOR OF ENGINEERING

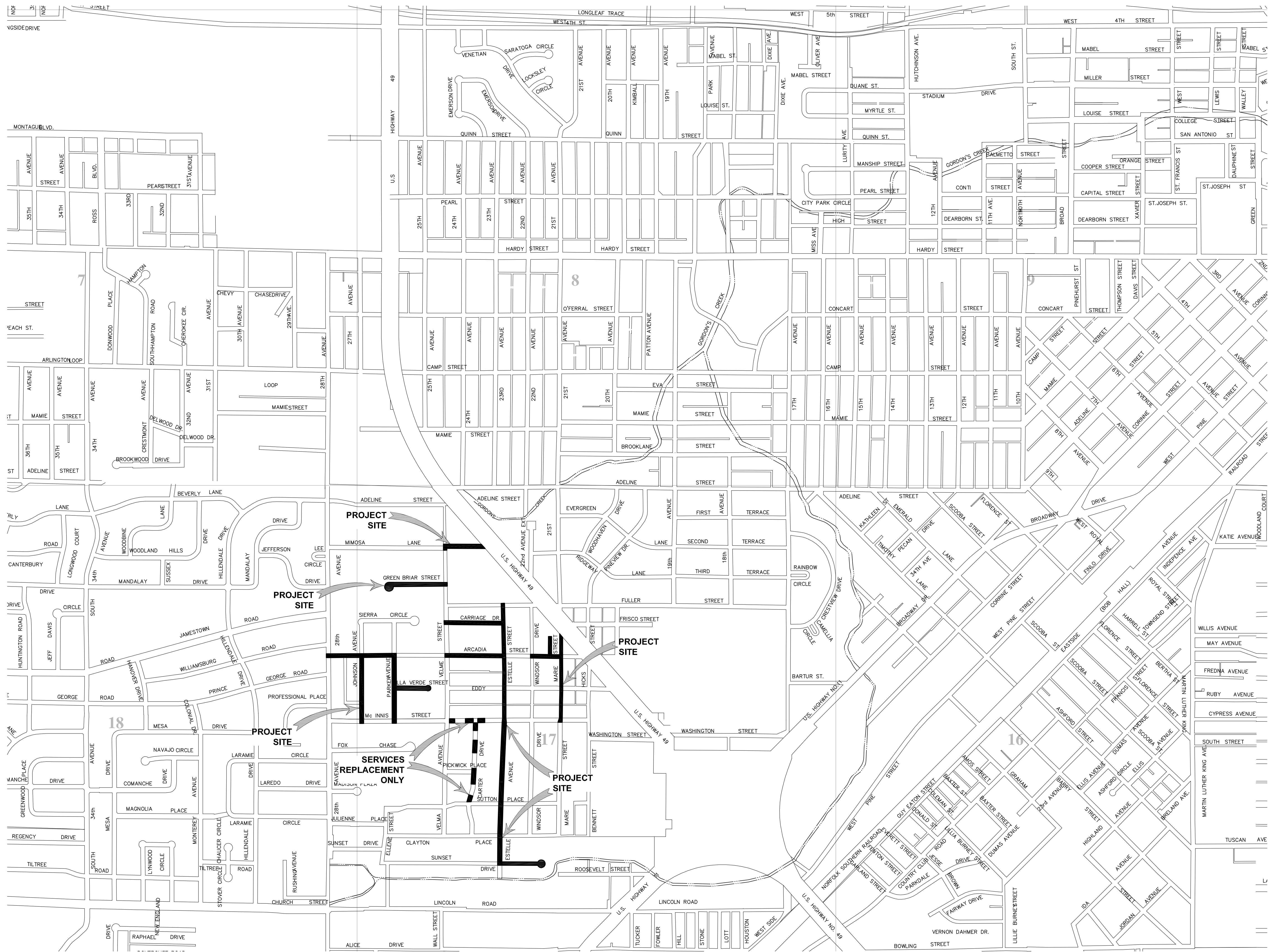
Lamar Rutland, PE

PREPARED BY:

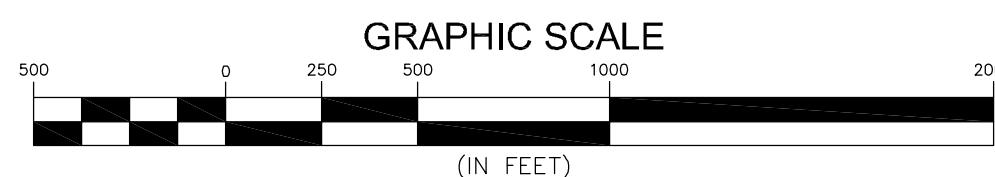


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Sheet No. 1
Drawing No.: 11247



TOWNSHIP 4 NORTH



No.	DATE	DESCRIPTION	BY
VICINITY MAP			
2021 WATER SYSTEM IMPROVEMENTS CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI			
 Engineering Progress 301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: SLS		Checked by: SEM	
Date: 08-31-2017		Scale: AS NOTED	
Drawing No.: 11247		Sheet No. <u> 2 </u>	

ABBREVIATION LEGEND:

APPURT	- APPURTENANCES
ASPLT	- ASPHALT
BLDG	- BUILDING
CONC	- CONCRETE
CMP	- CORRUGATED METAL PIPE
CPP	- CORRUGATED PLASTIC PIPE
DIA	- DIAMETER
DRV	- DRIVE
DI	- DUCTILE IRON PIPE
EXIST	- EXISTING
PVC	- POLYVINYL CHLORIDE PIPE
ℙ	- PROPERTY LINE
RCAP	- REINFORCED CONCRETE ARCHED PIPE
RCP	- REINFORCED CONCRETE PIPE
REQ'D	- REQUIRED
ROW	- RIGHT OF WAY
SAN	- SANITARY
SWR	- SEWER
TYP	- TYPICAL
W/	- WITH

SYMBOL LEGEND:

	- FENCE
	- FIBER OPTIC INDICATOR POST
	- FIBER OPTIC PULL BOX
	- FIRE HYDRANT
	- GAS INDICATOR POST
	- GAS LINE
	- GAS METER
	- GAS VALVE
	- LIGHT ON POLE
	- MAIL BOX
	- OVERHEAD UTILITY LINES
	- OVERHEAD UTILITY LINES
	- POLE GUY WIRE
	- PROPERTY LINE
	- SAN SWR CLEAN-OUT
	- SAN SWR FORCE MAIN
	- SAN SWR LINE
	- SAN SWR MANHOLE
	- SAN SWR MANHOLE STATION
	- SIGN
	- TELEPHONE PEDESTAL
	- TREE LINE
	- UNDERGROUND FIBER OPTIC LINE
	- UNDERGROUND POWER LINE
	- OVERHEAD POWER LINE
	- OVERHEAD TELEPHONE LINE
	- UTILITY POLE
	- WATER LINE
	- WATER METER
	- WATER VALVE

NOTE

ALL ITEMS SHOWN HERE ARE EXISTING ON THE GROUND OR UNDERGROUND.

GENERAL NOTES

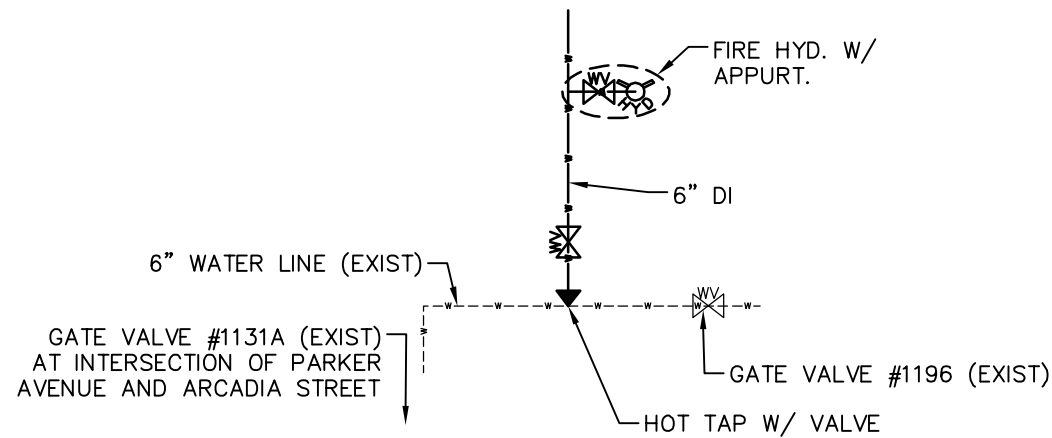
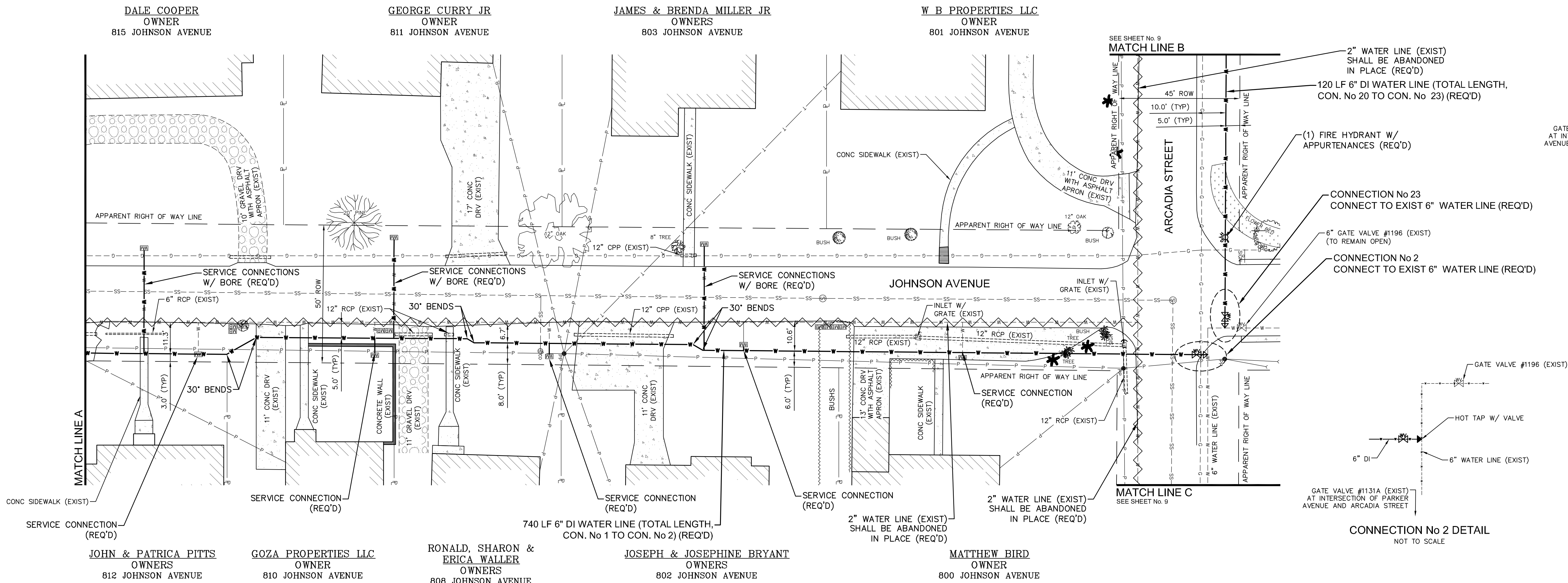
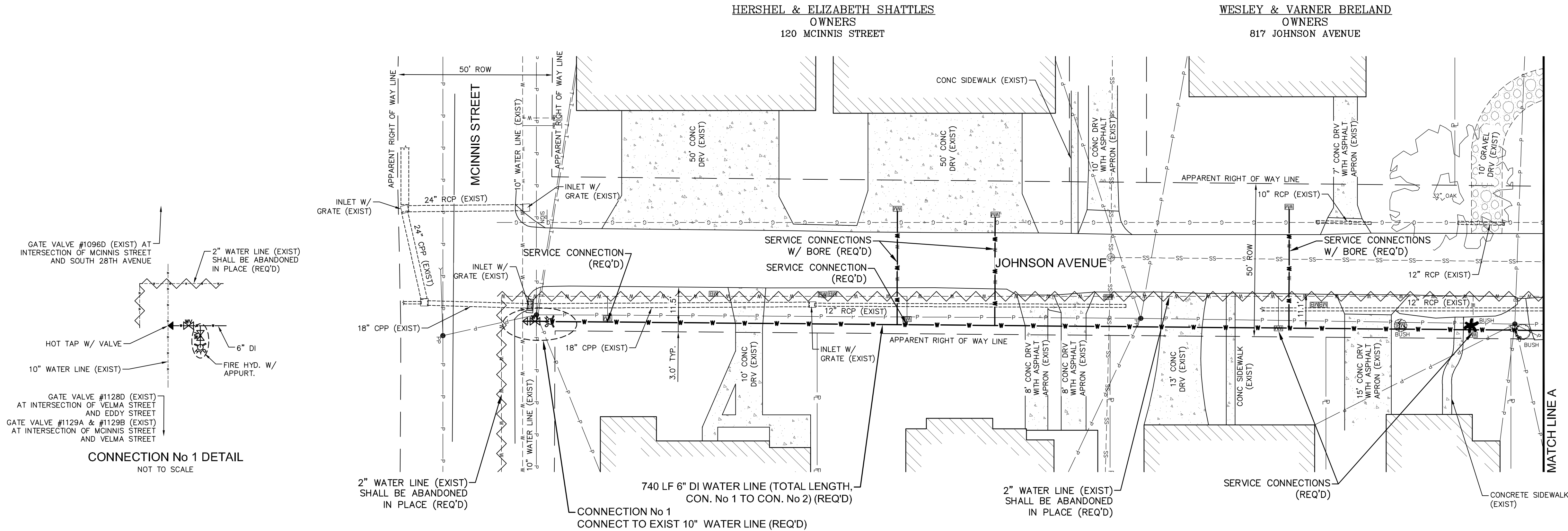
- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL CODES.
- THE CONTRACTOR SHALL KEEP A SET OF BLUE LINE PRINTS OF THE PROJECT ON THE JOB SITE SHOWING THE ACCURATE MEASUREMENTS AND ELEVATIONS OF THE "AS-BUILT" SYSTEM. THIS DATA SHALL BE COLLECTED AND PUT ON THE DRAWINGS DAILY. DATA SHALL INCLUDE THE LOCATION, SIZE AND TYPE OF ALL EXISTING AND INSTALLED WATER LINES, WATER VALVES, FIRE HYDRANTS AND WATER METERS. FINAL COMPLETION OF THE PROJECT SHALL BE DEPENDANT ON THE SUBMISSION AND APPROVAL OF SAID AS BUILT PLANS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETING THE ENTIRE PROJECT.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CITY OF HATTIESBURG AND/OR FORREST COUNTY FEES AND PERMITS ASSOCIATED WITH CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION STAKING AND THE LOCATION OF THE PROJECT. CONTROL COORDINATE SYSTEM AND ELEVATION CONTROL ARE SHOWN ON THE PLAN SHEETS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN SUB-SURFACE SOIL INVESTIGATIONS.
- THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES WITHIN THE WORK AREA.
- ALL UNDERGROUND UTILITIES, FOR THE ENTIRE PROJECT, SHALL BE LOCATED BY THE CONTRACTOR AND UTILITY OWNERS PRIOR TO THE CONSTRUCTION OF THE PROJECT. ANY CONFLICTS SHALL BE COORDINATED BETWEEN CONTRACTOR, UTILITY OWNER AND ENGINEER.
- ALL CULVERT CROSS DRAINS AND SIDE DRAINS SHALL BE PROTECTED. REMOVAL AND REPLACEMENT, IF REQUIRED, SHALL BE PAID AS NOTED.
 - ANY EXISTING CROSS DRAIN SHOWN TO BE REMOVED AND REPLACED SHALL BE REPLACED WITH NEW RCP AND SHALL BE INSTALLED AT THE SAME GRADE AS THE EXISTING CROSS DRAIN, UNLESS OTHERWISE DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSURING THAT THE GRADES OF THE REPLACED PIPE ARE CORRECT AND TO INSURE PROPER FLOW.
 - ANY EXISTING SIDE DRAINS THAT CONFLICT WITH CONSTRUCTION SHALL BE REMOVED AND REPLACED WITH NEW CORRUGATED HDPE PIPE AND SHALL BE INSTALLED AT THE SAME GRADE AS THE EXISTING SIDE DRAIN, UNLESS OTHERWISE DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSURING THAT THE GRADES OF THE REPLACED PIPE ARE CORRECT AND TO INSURE PROPER FLOW.
 - IF THE EXISTING DRAIN PIPES ARE CONNECTED TO INLETS, HEADWALLS OR ANY OTHER DRAINAGE STRUCTURE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECONNECTION TO THOSE STRUCTURES, UNLESS OTHERWISE NOTED. CONCRETE PIPE COLLARS SHALL BE USED AS WARRANTED, AS APPROVED BY THE ENGINEER.
 - THE CONTRACTOR SHALL TAKE CARE NOT TO DAMAGE THE EXISTING STORM DRAINAGE STRUCTURES DURING THE CONSTRUCTION PROCESS. ANY DAMAGE, OTHER THAN THAT NOTED ABOVE, SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- PROPER MAINTENANCE OF STREETS, INCLUDING DUST CONTROL, SHALL BE STRICTLY ADHERED TO.
- MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION).
- THE CONTRACTOR SHALL PROVIDE PROPER TRAFFIC CONTROL SIGNS AND FLAGGERS TO MAINTAIN ONE LANE TRAFFIC DURING CONSTRUCTION, WHERE LANE CLOSURES ARE NEEDED, UNLESS OTHERWISE DIRECTED BY THE ENGINEER. SEE SHEET No. 250 FOR TYPICAL LANE CLOSURE DETAILS. ANY ROAD CLOSURES SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO IMPLEMENTATION.
- ALL DISTURBED UNPAVED AREAS SHALL BE RESTORED AS FOLLOWS:
 - GRASSED AREAS SHALL RECEIVE SOLID SOD WHICH SHALL BE FERTILIZED AND WATERED AS PER THE VEGETATION SCHEDULE. PERMANENT ESTABLISHMENT OF GRASS GROWTH SHALL BE A REQUIREMENT BEFORE FINAL COMPLETION.
 - ALL LANDSCAPED AREAS SHALL BE RESTORED IN KIND AND SHALL INCLUDE TOP SOIL (4" DEPTH MIN), WATERING, FERTILIZER AND MULCH, IF PRESENT (IN KIND), AS PER THE VEGETATION SCHEDULE. CONTRACTOR SHALL MATCH SPECIES AND SIZE AS CLOSE AS POSSIBLE. SUBSTITUTIONS SHALL BE ALLOWED ONLY BY WRITTEN APPROVAL FROM THE ENGINEER AND COORDINATION WITH THE AFFECTED RESIDENT.
- ALL EXISTING MAILBOXES, STREET SIGNS, FENCES, AND OTHER STRUCTURES LOCATED WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED AND RESET AS DICTATED BY CONSTRUCTION ACTIVITIES. (NO SEPARATE PAY, UNLESS OTHERWISE NOTED OR DIRECTED BY THE ENGINEER). EXISTING FLOWER BEDS, GARDENS, SHRUBS, ETC. WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED AND RESET AS DICTATED BY CONSTRUCTION ACTIVITIES. (NO SEPARATE PAY, UNLESS OTHERWISE NOTED OR DIRECTED BY THE ENGINEER). ALL ITEMS (INCLUDING REMOVAL OF OBSTRUCTIONS, REMOVED AND RESET AND/OR REPLACEMENT OF STORM DRAIN STRUCTURES, ETC.) FOR WHICH NO PAY ITEM IS LISTED, SHALL BE INCLUDED IN THE COST OF THE PIPING LAYING OPERATION. (NO SEPARATE PAY).
- PAVED ROADS SHALL BE OPEN CUT REPAIRED AS DETAILED. CASING SHALL BE USED ONLY WHERE NOTED ON THE PLANS.
- ALL GRAVEL ROADS AND GRAVEL DRIVEWAYS SHALL BE OPEN CUT WITHOUT CASING, UNLESS OTHERWISE NOTED, AND REPLACED IN KIND.
- ALL PAVED DRIVEWAYS SHALL BE OPEN CUT AND REPAIRED IN KIND, UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL PROVIDE ACCESS TO ALL BUSINESSES AND RESIDENCES AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE ALL DRIVEWAY CUTS AND EXCAVATION WITH THE OWNERS OF SAID DRIVEWAYS.
- ANY DAMAGE TO PAVED ROADS OR DRIVEWAYS, WHICH ARE OUTSIDE OF THE PROJECT LIMITS, SHALL BE REPAIRED IN KIND, AT THE CONTRACTOR'S EXPENSE.
- ALL TRENCHES IN PAVED AREAS SHALL BE REPAIR AS DETAILED. CRUSHED AGGREGATE SHALL ALSO BE INSTALLED AND USED FOR A TEMPORARY SURFACE UNTIL SUCH TIME THAT THE OWNER DECIDES TO ALLOW INSTALLATION OF PAVEMENT (SEE DETAIL). ALL CRUSHED AGGREGATE MAY BE LIMESTONE OR CONCRETE AND SHALL BE SIZE B25. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF EXISTING PAVEMENT PRIOR TO PLACEMENT OF PAVEMENT IN PATCHED AREAS TO MAKE A SMOOTH JOINT WITH THE EXISTING PAVEMENT. SAW CUT TO FULL DEPTH OF EXISTING PAVEMENT SHALL BE REQUIRED ON ALL PAVEMENT REPAIR, UNLESS OTHERWISE DIRECTED. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SURFACE IN AN ACCEPTABLE CONDITION UNTIL SUCH TIME AS FINAL PAVEMENT IS INSTALLED.
- ALL ROAD BORES SHALL BE IN ACCORDANCE TO THE DETAILS.
- ALL SELECT FILL MATERIAL SHALL MEET THE SPECIFICATIONS FOR CLASS 9, GROUP C AND MODIFIED FOR TO CONSIST OF A PLASTICITY INDEX (PI) BETWEEN 5 AND 15. THE SELECT FILL MATERIAL SHALL BE INSTALLED AT THE DIRECTION OF THE ENGINEER OR HIS REPRESENTATIVE.
- PRIOR TO THE BEGINNING OF ANY EXCAVATION, ALL EXISTING PAVEMENT SHALL BE SCORED OR SAW CUT TO A DEPTH SUCH THAT A STRAIGHT AND UNIFORM VERTICAL EDGE IS ESTABLISHED PRIOR TO REMOVAL OF SAID PAVEMENT FROM THE PROJECT. IF VERTICAL EDGE IS DISTURBED, THEN A SECOND CUT SHALL BE REQUIRED PRIOR TO ASPHALT OR CONCRETE PATCHING. ALL ASPHALT OR CONCRETE SHALL BE REMOVED FROM THE PROJECT SITE PRIOR TO EXCAVATION PROCEDURES. (NO SEPARATE PAY FOR SAW CUTTING, DEBRIS REMOVAL, PAVEMENT REMOVAL AND DISPOSAL)
- WORK FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF TRAFFIC AND ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURRING DURING THE EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PLACING WHAT BRACING, SHORING OR GROUND SUPPORT SYSTEM THAT IS DEEMED NECESSARY TO PREVENT A FAILURE AND PROTECT THE PERSONS WORKING NEAR THE EXCAVATION, THE PUBLIC THAT MAY BE ABOVE THE EXCAVATION, OR ANY STRUCTURE ADJACENT TO THE EXCAVATION. ALL COSTS FOR ANY PROTECTIVE MEASURES INCLUDING THE MATERIALS AND LABOR FOR DESIGNING, DRAWING AND CONSTRUCTING THE FACILITY SHALL BE INCLUDED IN THE BID PRICE FOR CONTRACT ITEMS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING BRACING, SHORING OR ANY GROUND SUPPORT SYSTEM REQUIRED TO PREVENT A FAILURE FROM OCCURRING DURING EXCAVATION. ALL COST FOR ANY PROTECTIVE MEASURES, INCLUDING THE MATERIALS AND LABOR FOR DESIGNING AND CONSTRUCTING THE SUPPORT SYSTEM, SHALL BE INCLUDED IN THE BID PRICE FOR CONTRACT ITEMS.
- THE EROSION CONTROL DEVICES SHALL BE REQUIRED AS DIRECTED BY THE ENGINEER. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT SILT DOES NOT LEAVE THE CONSTRUCTION SITE OR CONTAMINATE WATERS OF THE U.S. DURING CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN THE PLAN DURING CONSTRUCTION UNTIL PERMANENT GRASS IS ESTABLISHED OR THE DISTURBED SURFACED IS PAVED.
- THE CONTRACTOR SHALL ADHERE TO ALL MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY REQUIREMENTS FOR EROSION CONTROL AND ANY OTHER PERTINENT GUIDELINES.
- THE CONTRACTOR SHALL HAVE A COMPETENT AND EXPERIENCED SUPERINTENDENT ON SITE AT ALL TIMES. THE SUPERINTENDENT SHALL NOT OPERATE EQUIPMENT WHILE ON THE PROJECT SITE. WORK ON THE PROJECT SHALL STOP IF THE ASSIGNED PROJECT SUPERINTENDENT IS NOT ON SITE.

WATER NOTES

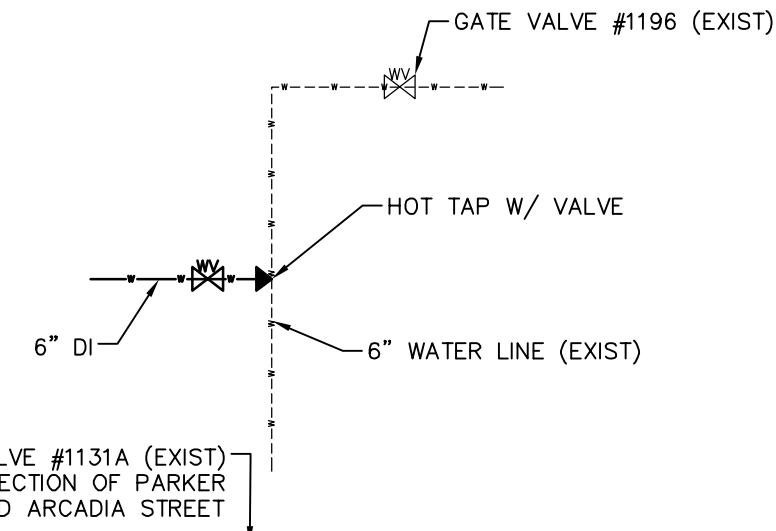
- ALL WORK ITEMS FOR WHICH NO PAY ITEMS ARE ESTABLISHED SHALL BE ABSORBED IN THE COST OF THE PIPE LAYING OPERATION.
- NO PIPE SHALL BE LAID IN THE PRESENCE OF WATER.
- WHERE THE WATER MAIN IS WITHIN 10 FEET OF A SEWER MAIN HORIZONTALLY, THE BOTTOM OF THE WATER MAIN SHALL BE AT LEAST 18" FROM THE TOP OF THE SEWER MAIN, UNLESS OTHERWISE NOTED.
- THE COST OF CLEARING AND GRUBBING/REMOVAL AND DISPOSAL OF CLEARING AND GRUBBING MATERIAL SHALL TO BE INCLUDED IN THE PRICE OF THE PIPE LAYING OPERATION. OFFSITE DISPOSAL AREAS ARE TO BE FURNISHED BY THE CONTRACTOR.
- ALL STEEL CASINGS SHALL BE 0.250" WALL THICKNESS, UNLESS OTHERWISE NOTED, AND OF THE SIZE AS NOTED ON THESE PLANS.
- ALL ROAD BORES SHALL BE IN ACCORDANCE TO THE DETAILS.
- ALL WATER PIPE SHALL BE DUCTILE IRON, CLASS 350, AND/OR HDPE DR9, 200 PSI, AS NOTED ON PLANS.
- ALL FITTINGS AND VALVES SHALL BE DUCTILE IRON WITH CONCRETE THRUST BLOCK AT ALL BENDS AND RODDED TOGETHER WITH ALL THREAD ROD. ALL TEES AND VALVES SHALL BE RODDED TOGETHER AS ONE UNIT. VALVES AND FIRE HYDRANTS SHALL BE RODDED TOGETHER BUT SEPARATE FROM THE TEE AND OTHER VALVES. ALL FITTINGS, EXCEPT VALVES SHALL BE ABSORBED ITEMS.
 - BENDS SHOWN IN THE PROPOSED WATERLINE SHALL BE ACCOMPLISHED THROUGH THE USE OF THE REQUIRED FITTINGS (22.5', 30', 45'...). SINGLE 90° BEND FITTINGS SHALL NOT BE PERMITTED UNLESS SPECIFICALLY NOTED ON THE PLANS AND/OR APPROVED BY THE ENGINEER. 90° BENDS SHALL BE ACCOMPLISHED BY USING MULTIPLE SMALLER BEND FITTINGS. BENDS SHOWN ON THE PLAN SHEETS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO BIDDING AND CONSTRUCTION. ONLY MAJOR BENDS ARE SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FITTINGS NECESSARY TO INSTALL THE PROPOSED WATER LINE. (NO SEPARATE PAY) TEES AND CROSSES SHALL BE PAID FOR UNDER THE CONNECTION ITEM.
- ALL PROPOSED FIRE HYDRANTS SHOWN FOR INSTALLATION ON THE PLANS SHEETS SHALL BE 3-WAY HYDRANTS AS DETAILED. ALL HYDRANTS SHALL BE SAFETY YELLOW IN COLOR FROM THE MANUFACTURER. ACCEPTABLE FIRE HYDRANTS SHALL BE M & H, MUELLER AND AMERICAN DARLING.
- FULL LENGTH PIPE SECTIONS ARE REQUIRED BEFORE AND AFTER ALL FITTINGS.
- ALL VALVES NOTED ON THESE PLANS SHALL BE GATE VALVES.
- ALL MATERIALS FOR THE PROJECT SHALL BE A PRODUCT OF THE U.S.A.
- ALL EXISTING WATER LINES NOTED FOR ABANDONMENT ON THIS PROJECT SHALL BE COMPLETELY DISCONNECTED FROM THE EXISTING SYSTEM AND CAPPED.
- PRESSURE TESTS WILL BE REQUIRED ON ALL WATER MAIN INSTALLED.
- ALL NEW CONSTRUCTION TO BE FLUSHED WITH CLOSE SUPERVSION OF THE SYSTEM OPERATOR.
- ALL BACTI-SAMPLES SHALL BE TAKEN BY THE SYSTEM OPERATOR OR HIS REPRESENTATIVES. ANY AND ALL SAMPLING FEES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- ALL ITEMS NOTED FOR REMOVAL IN THESE PLANS, SHALL BE SALVAGED FOR THE OWNER. ALL FIRE HYDRANTS AND VALVES REMOVED FROM THE PROJECT SHALL BE CLEANED BY POWER WASHING. SAID ITEMS SHALL BE STACKED AND SECURED ON PALLETS. SAID ITEMS SHALL BECOME THE PROPERTY OF THE OWNER AND DELIVERED TO A SITE DETERMINED BY THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SECURITY OF SAID ITEMS PRIOR TO DELIVERY TO THE OWNER AND FOR REPLACEMENT IN KIND FOR ANY MISSING ITEMS. (NO SEPARATE PAY)
- A CRITERIA FOR THIS PROJECT IS TO ELIMINATE UNDER SIZED (UNDER 4" DIAMETER) WATER MAINS WITHIN THE PROJECT AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL EXISTING WATER METERS ALONG ALL STREETS WITHIN THE PROJECT AREA WHICH ARE NOTED TO WATER MAIN CONSTRUCTION. SOME METERS MAY NOT HAVE BEEN LOCATED DURING THE DESIGN PHASE OF THIS PROJECT DUE TO FIELD CONDITIONS. HOWEVER, ALL METERS WITHIN THE PROJECT AREA SHALL BE CONNECTED TO A NEW WATER MAIN OR AN ADJACENT LARGE SIZE (4" DIAMETER AND OVER) WATER MAIN.
- UNLESS OTHER WISE NOTED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECONNECTING ANY SERVICE, WHICH IS PRESENTLY CONNECTED TO AN EXISTING WATER MAIN THAT IS NOTED FOR ABANDONMENT ON THIS PROJECT, TO A PROPOSED ADJACENT WATER LINE.
 - SERVICE SHALL INCLUDE (BUT MAY NOT BE LIMITED TO) TAPPING SADDLE, CORPORATION STOP, SERVICE LINE (LENGTH AS REQUIRED) OF MATCHING SIZE AND/OR ALL NECESSARY FITTINGS. SERVICE RECONNECTIONS SHALL BE PAID PER EACH AS OUTLINED IN THE BID DOCUMENTS. SERVICE CONNECTION SHALL INCLUDE CONNECTION TO THE MAIN AND THE CONNECTION TO THE EXISTING METER.
 - NEW SERVICE CONNECTIONS SHALL BE INSTALLED AS ONE CONTINUOUS PIPE FROM THE WATER MAIN TO THE METER. SPLICES SHALL NOT BE ALLOWED. THE ENTIRE SERVICE BETWEEN THE METER AND THE NEW MAIN SHALL BE REPLACED. SERVICE LINE BORES SHALL BE PAID SEPARATELY.
 - METERS SHALL ONLY BE INSTALLED WHERE NOTED ON THE PLANS AND SHALL BE PAID SEPARATELY. METERS SHALL MATCH SERVICE LINE SIZE AND BE OF BRAND/TYPE SPECIFIED BY THE OWNER,
 - THE CONTRACTOR SHALL TAKE NOTE THAT THERE ARE SERVICES SHOWN ON THE PLANS TO BE DISCONNECTED FROM EXISTING WATER MAINS AND RECONNECTED TO AN EXISTING WATER MAIN. THIS SERVICE CONNECTIONS ITEM SHALL BE PAID UNDER "RECONNECTION OF WATER SERVICE" AND SHALL INCLUDE TAPPING SADDLE, CORPORATION STOP, SERVICE LINE (LENGTH AS REQUIRED) OF MATCHING SIZE AND/OR ALL NECESSARY FITTINGS. SERVICE CONNECTION SHALL INCLUDE CONNECTION TO THE EXISTING MAIN AND THE CONNECTION TO THE EXISTING METER. THE ENTIRE SERVICE BETWEEN THE METER AND THE EXISTING MAIN SHALL BE REPLACED. SERVICE LINE BORES SHALL BE PAID SEPARATELY.

NO.	DATE	DESCRIPTION	BY
GENERAL NOTES			
2017 WATER SYSTEM IMPROVEMENTS CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI			
 Engineering Progress			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
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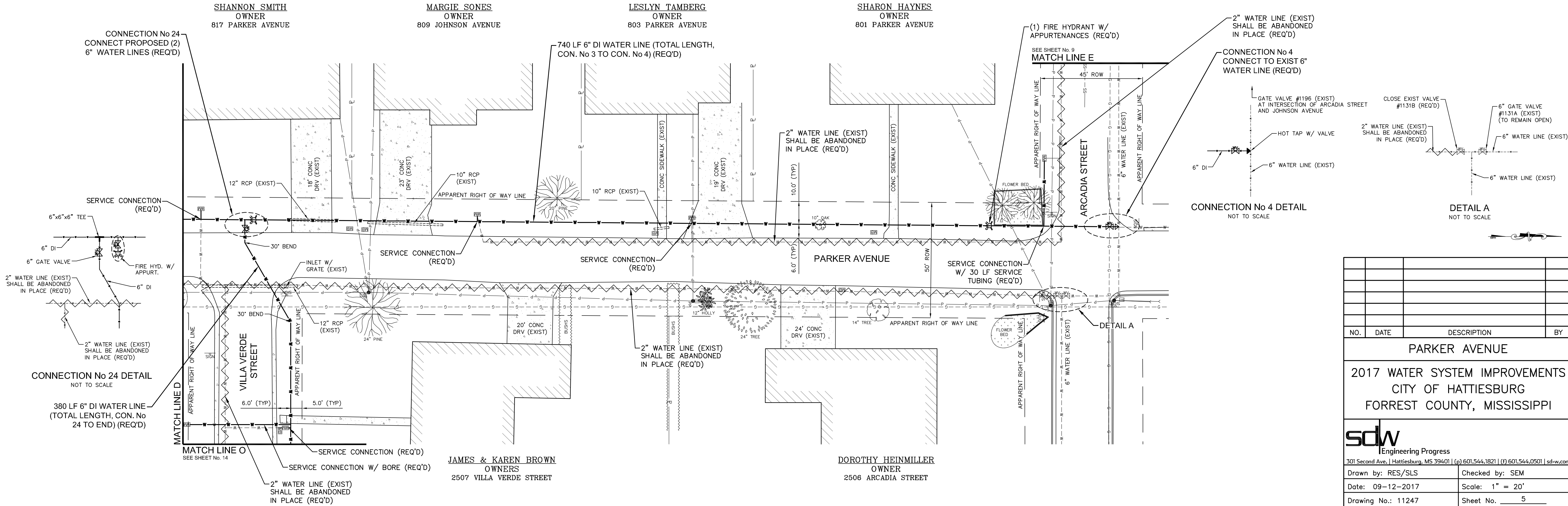
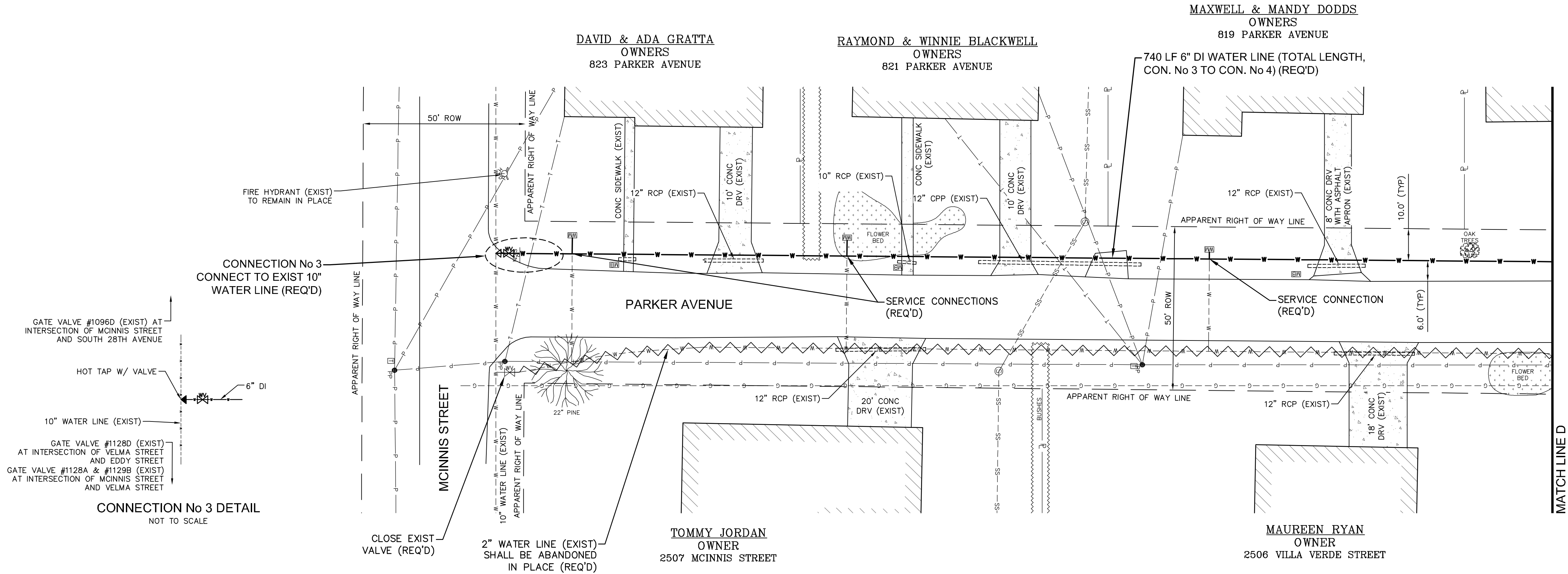


CONNECTION No 23 DETAIL
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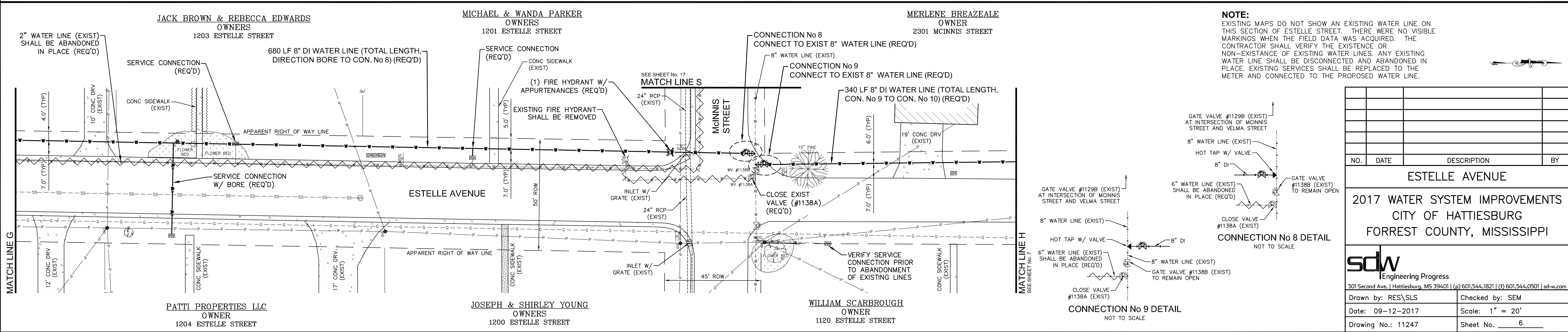


CONNECTION No 2 DETAIL
NOT TO SCALE

NO.	DATE	DESCRIPTION	BY
JOHNSON AVENUE			
2017 WATER SYSTEM IMPROVEMENTS			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
			
301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
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Date: 09-12-2017		Scale: 1" = 20'	
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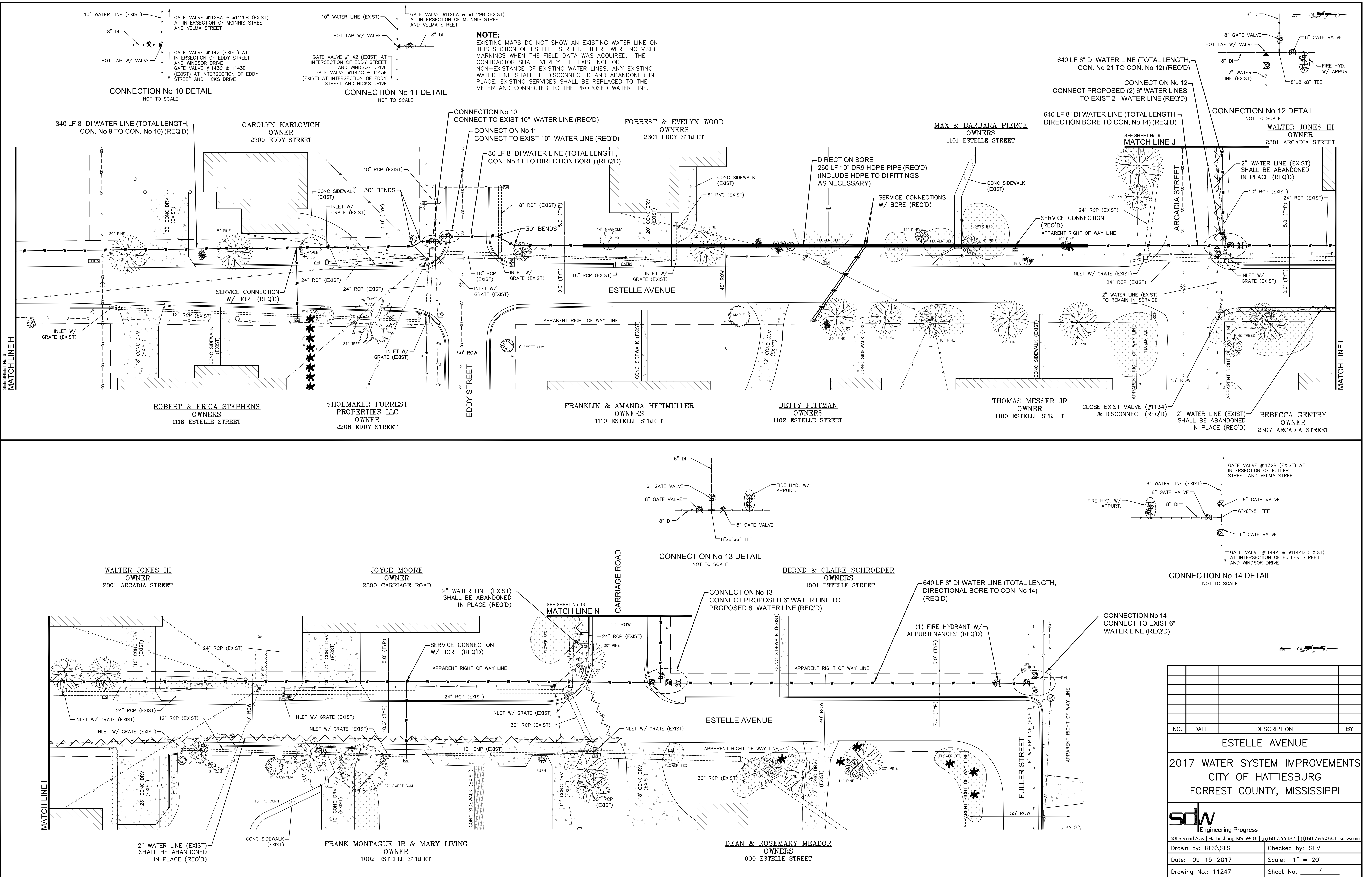


NO.	DATE	DESCRIPTION	BY
PARKER AVENUE			
2017 WATER SYSTEM IMPROVEMENTS			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
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Date: 09-12-2017		Scale: 1" = 20'	
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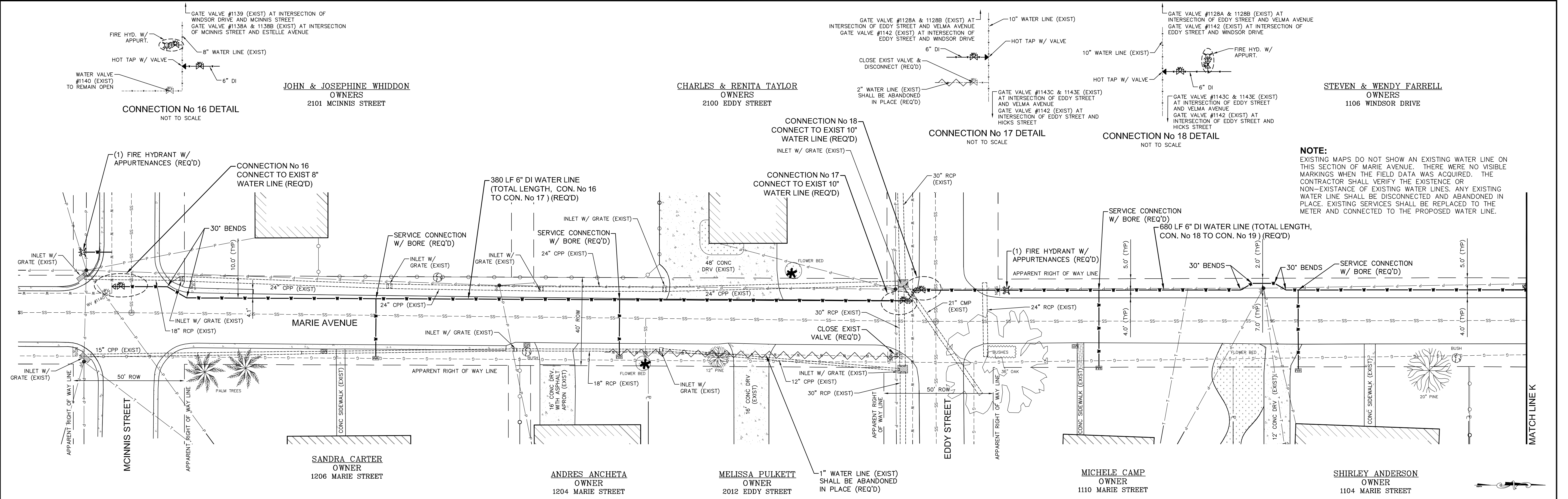
NOTE:
EXISTING MAPS DO NOT SHOW AN EXISTING WATER LINE ON THIS SECTION OF ESTELLE STREET. THERE WERE NO VISIBLE MARKINGS WHEN THE FIELD DATA WAS ACQUIRED. THE CONTRACTOR SHALL VERIFY THE EXISTENCE OR NON-EXISTENCE OF EXISTING WATER LINES. ANY EXISTING WATER LINE SHALL BE DISCONNECTED AND ABANDONED IN PLACE. EXISTING SERVICES SHALL BE REPLACED TO THE METER AND CONNECTED TO THE PROPOSED WATER LINE.

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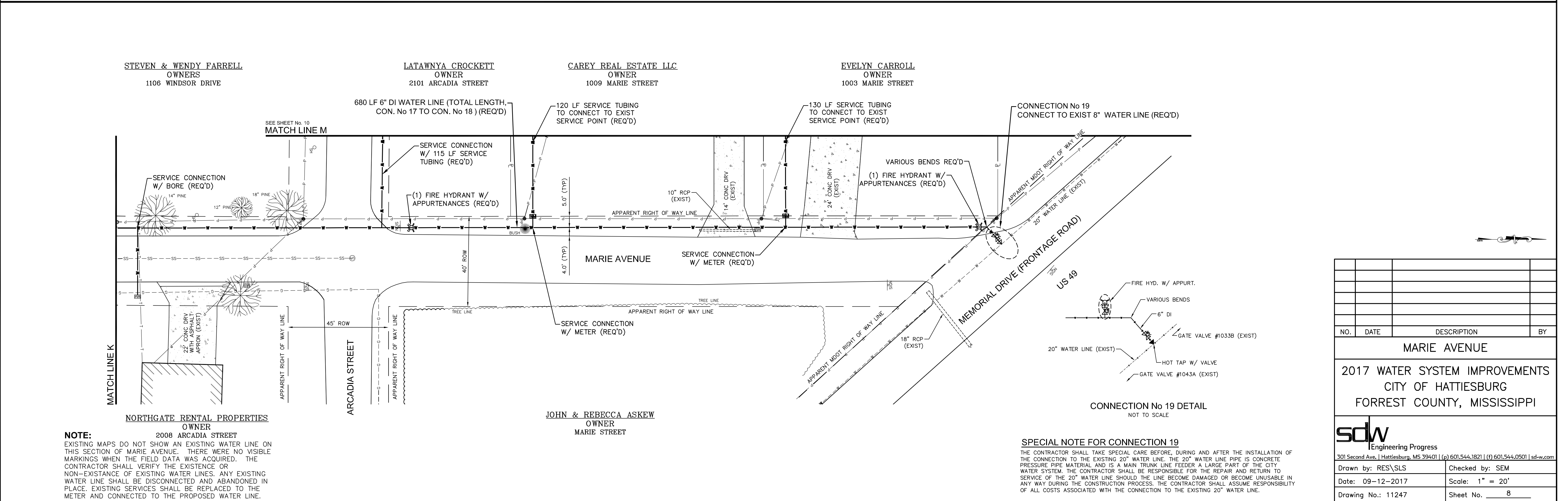


NOTE:
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NO.	DATE	DESCRIPTION	BY
ESTELLE AVENUE			
2017 WATER SYSTEM IMPROVEMENTS			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
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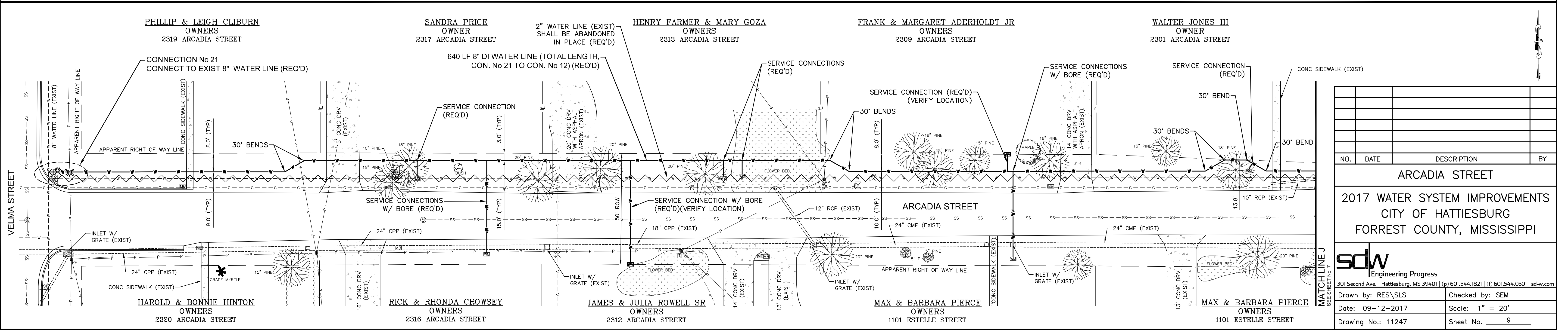
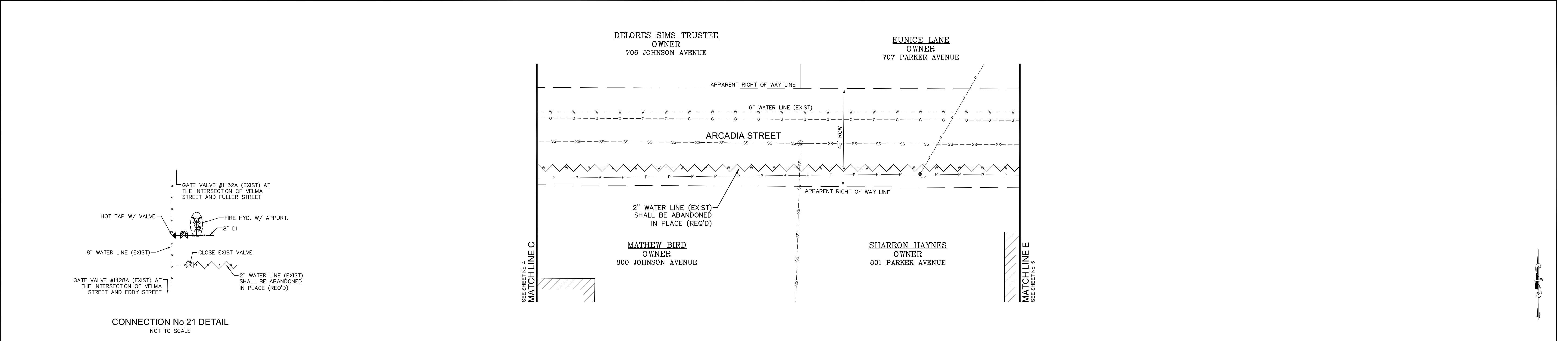
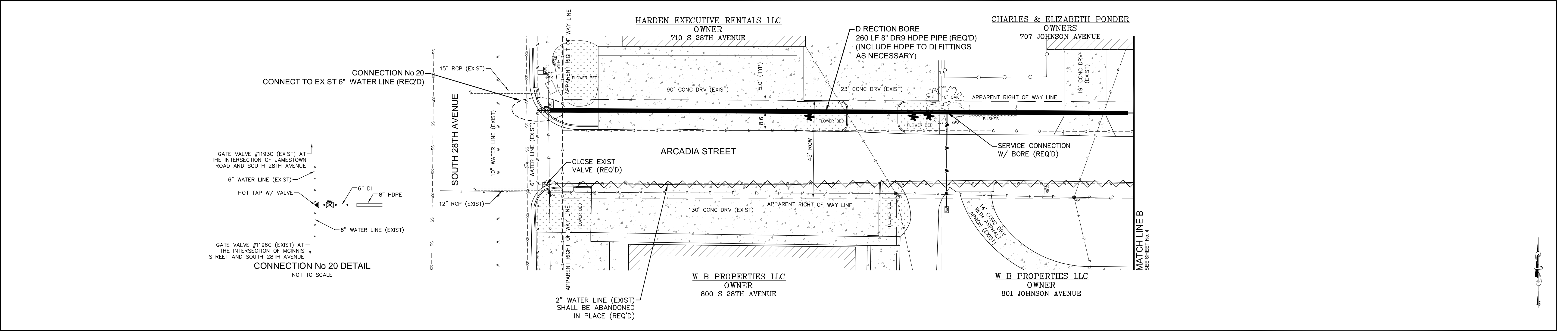
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EXISTING MAPS DO NOT SHOW AN EXISTING WATER LINE ON THIS SECTION OF MARIE AVENUE. THERE WERE NO VISIBLE MARKINGS WHEN THE FIELD DATA WAS ACQUIRED. THE CONTRACTOR SHALL VERIFY THE EXISTENCE OR NON-EXISTENCE OF EXISTING WATER LINES. ANY EXISTING WATER LINE SHALL BE DISCONNECTED AND ABANDONED IN PLACE. EXISTING SERVICES SHALL BE REPLACED TO THE METER AND CONNECTED TO THE PROPOSED WATER LINE.



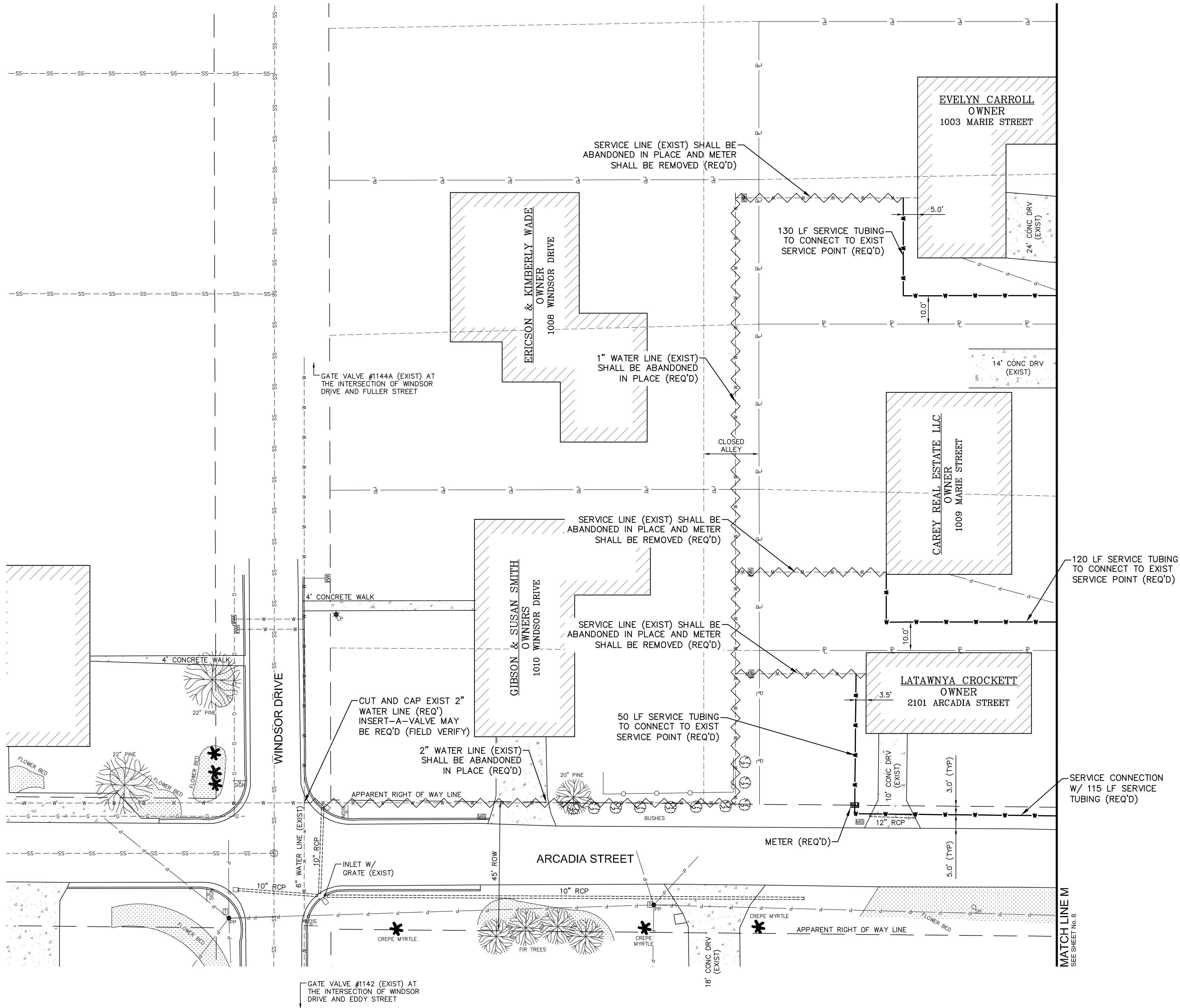
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SPECIAL NOTE FOR CONNECTION 19
THE CONTRACTOR SHALL TAKE SPECIAL CARE BEFORE, DURING AND AFTER THE INSTALLATION OF THE CONNECTION TO THE EXISTING 20" WATER LINE. THE 20" WATER LINE PIPE IS CONCRETE PRESSURE PIPE MATERIAL AND IS A MAIN TRUNK LINE FEEDER A LARGE PART OF THE CITY WATER SYSTEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND RETURN TO SERVICE OF THE 20" WATER LINE SHOULD THE LINE BECOME DAMAGED OR BECOME UNUSABLE IN ANY WAY DURING THE CONSTRUCTION PROCESS. THE CONTRACTOR SHALL ASSUME RESPONSIBILITY OF ALL COSTS ASSOCIATED WITH THE CONNECTION TO THE EXISTING 20" WATER LINE.

NO.	DATE	DESCRIPTION	BY
MARIE AVENUE			
2017 WATER SYSTEM IMPROVEMENTS			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
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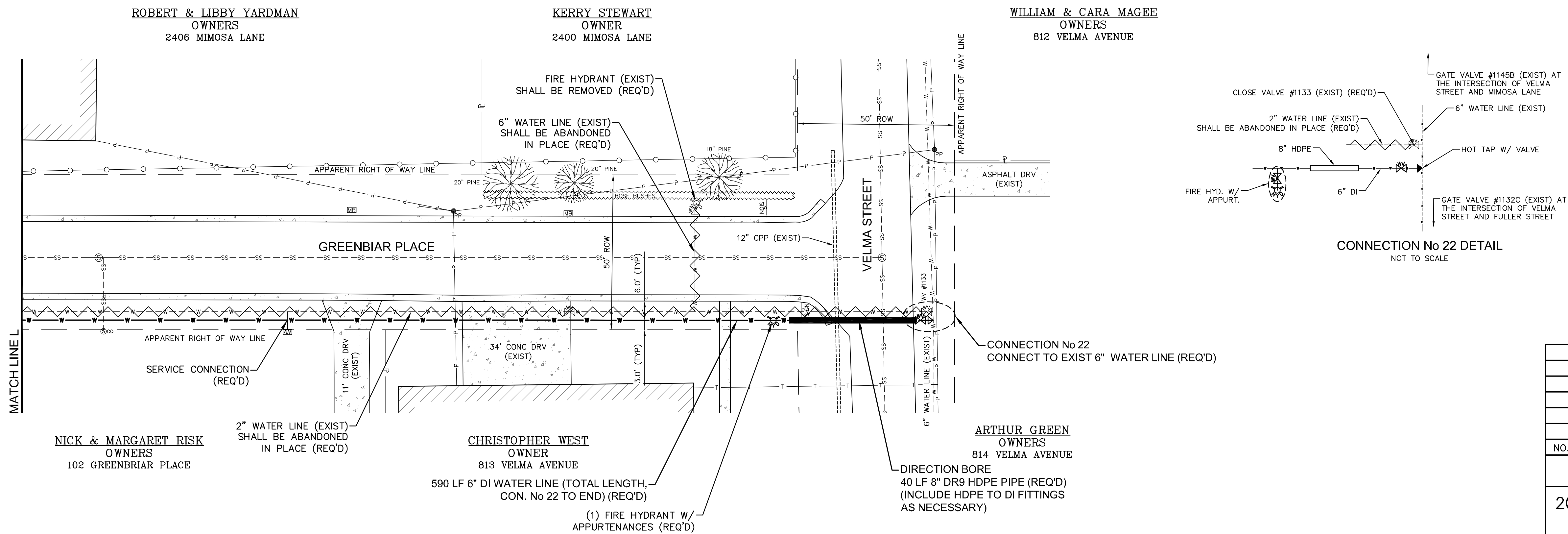
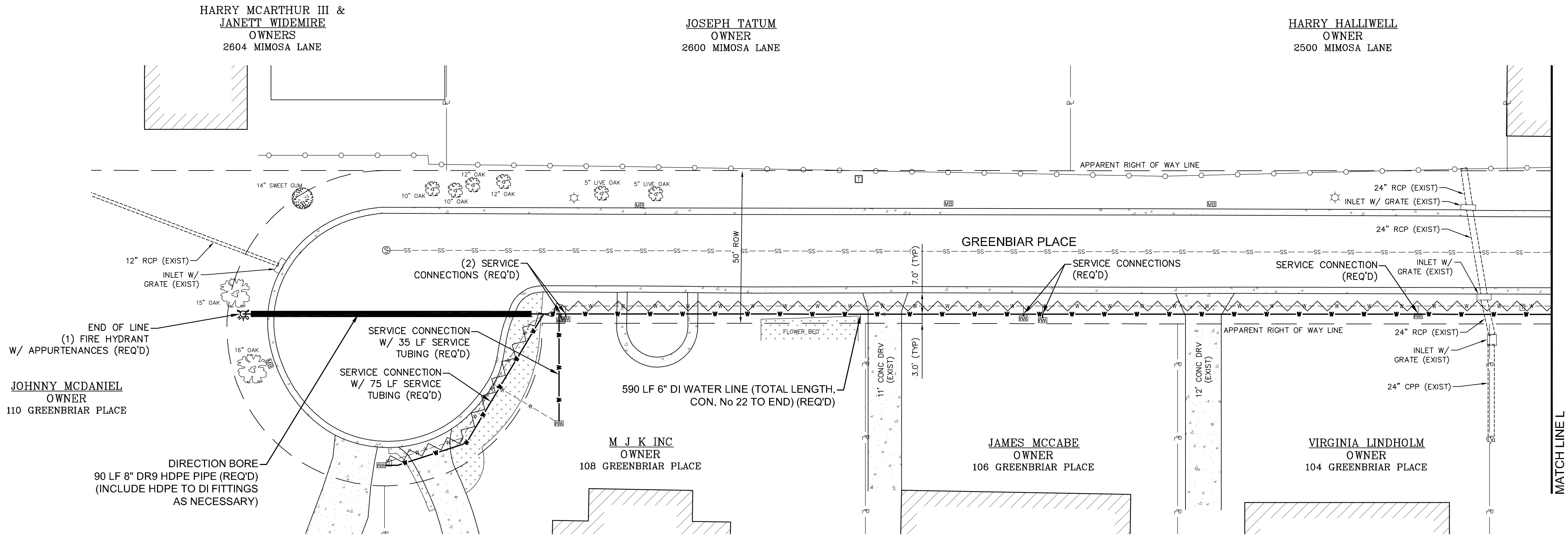


NO.	DATE	DESCRIPTION	BY
ARCADIA STREET			
2017 WATER SYSTEM IMPROVEMENTS			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
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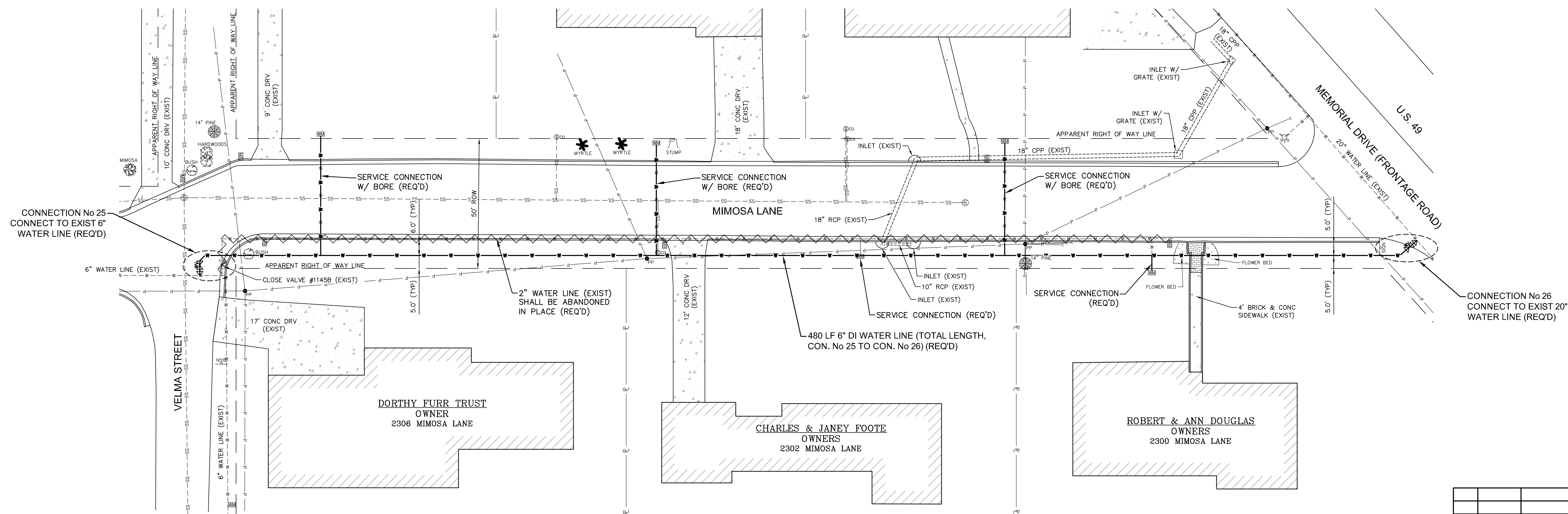
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ARCADIA STREET			
2017 WATER SYSTEM IMPROVEMENTS			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
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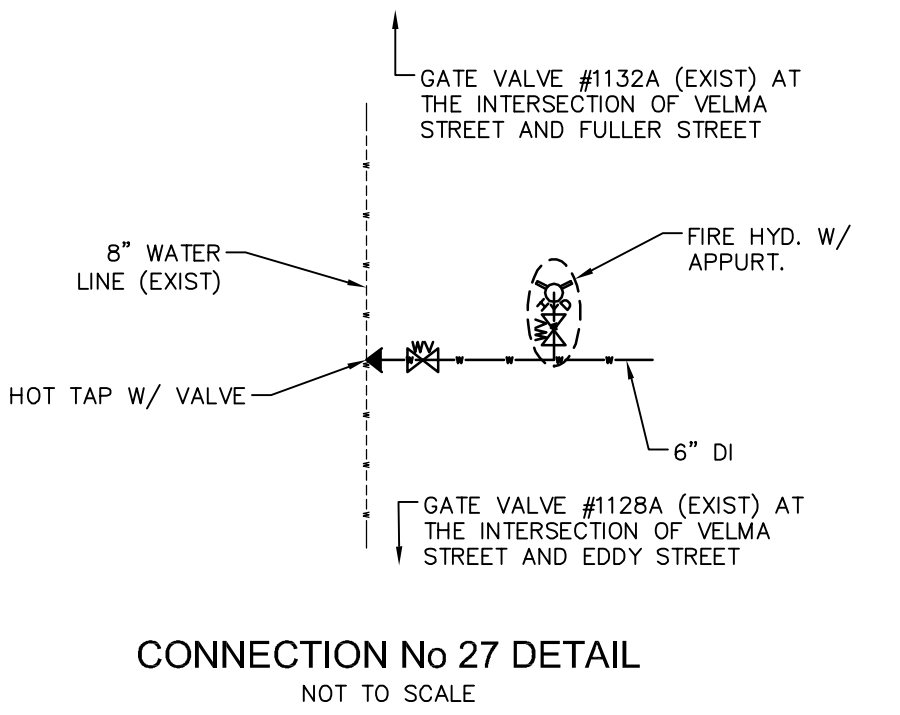
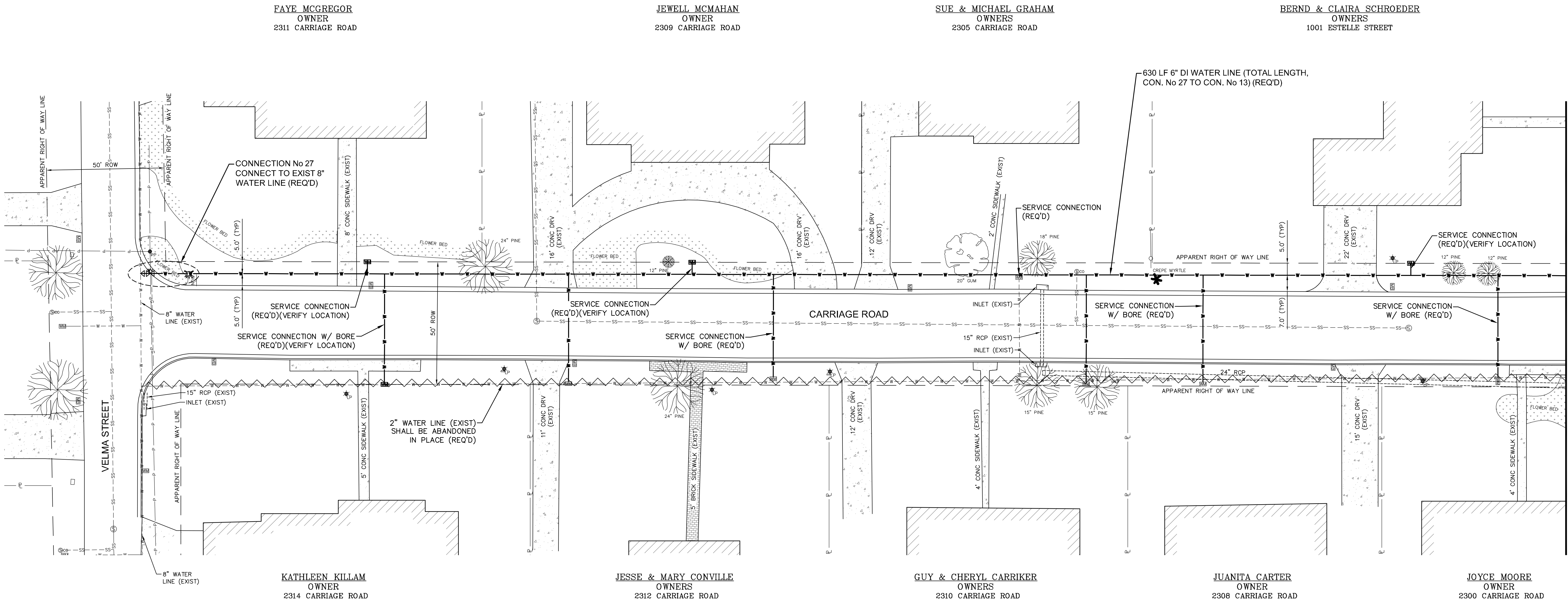
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GREENBRIAR PLACE			
2017 WATER SYSTEM IMPROVEMENTS			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
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THE CONTRACTOR SHALL TAKE SPECIAL CARE BEFORE, DURING AND AFTER THE INSTALLATION OF THE CONNECTION TO THE EXISTING 20" WATER LINE. THE 20" WATER LINE PIPE IS CONCRETE PRESSURE PIPE MATERIAL AND IS A MAIN TRUNK LINE FEEDER A LARGE PART OF THE CITY WATER SYSTEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND RETURN TO SERVICE OF THE 20" WATER LINE SHOULD THE LINE BECOME DAMAGED OR BECOME UNUSABLE IN ANY WAY DURING THE CONSTRUCTION PROCESS. THE CONTRACTOR SHALL ASSUME RESPONSIBILITY OF ALL COSTS ASSOCIATED WITH THE CONNECTION TO THE EXISTING 20" WATER LINE.



NO.	DATE	DESCRIPTION			BY
MIMOSA LANE					
2001 WATER SYSTEM IMPROVEMENTS CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI					
					
301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sdw.com					
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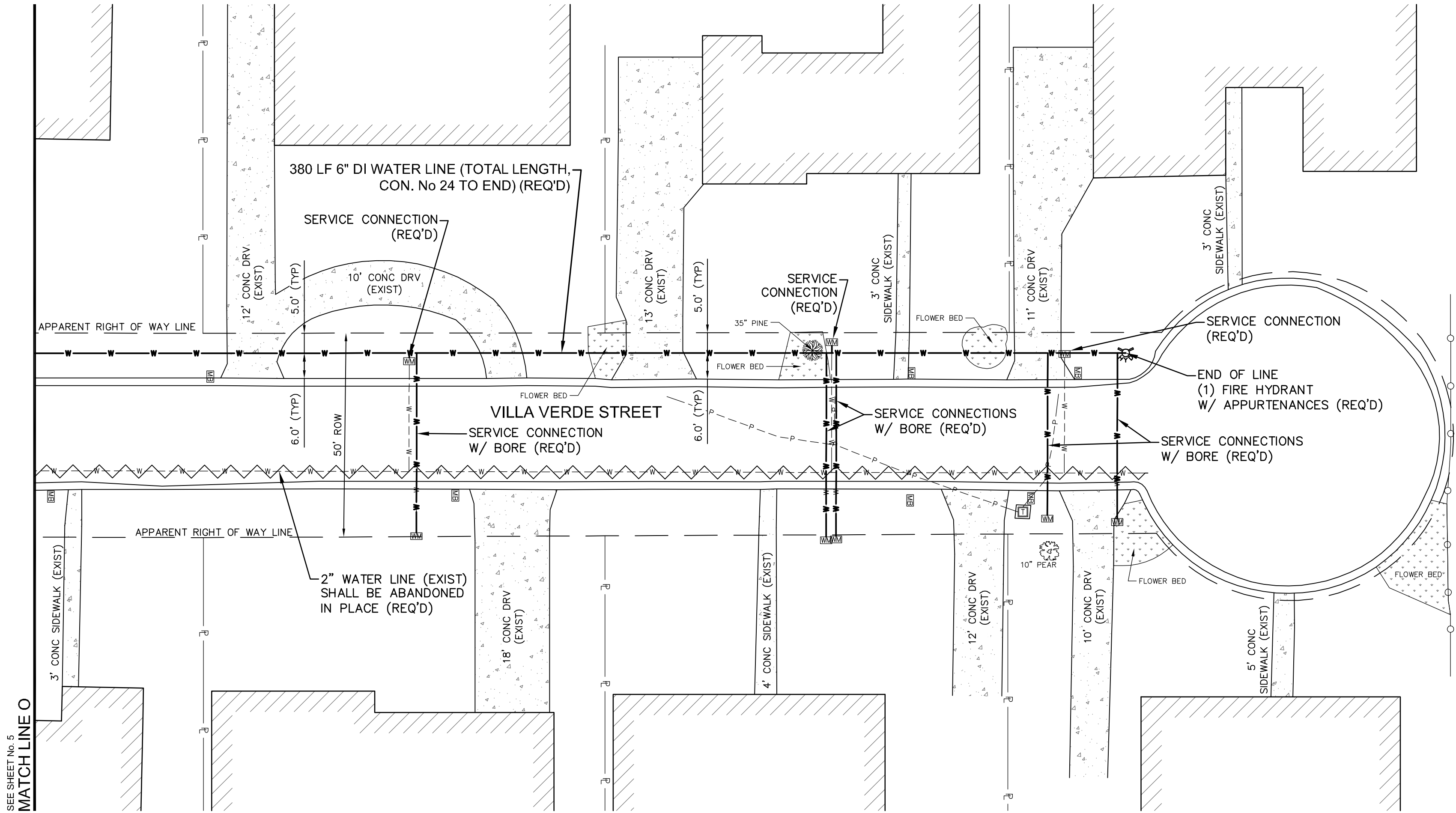
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CARRIAGE ROAD			
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CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
 Engineering Progress			
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Drawing No.: 11247		Sheet No. 13	

JAMES & KAREN BROWN
OWNERS
2507 VILLA VERDE STREET

ALI & TONI ESMAEILI
OWNERS
2505 VILLA VERDE STREET

TEAM ONE FARMS LLC
OWNER
2503 VILLA VERDE STREET

ANN MORRISON
OWNER
2501 VILLA VERDE STREET



MAUREEN RYAN
OWNER
2506 VILLA VERDE STREET

IDALIA FONTECCHIO
OWNER
2504 VILLA VERDE STREET

P W. PHILIP & GEORGE
UNDERWOOD
OWNERS
2502 VILLA VERDE STREET

BENJAMIN WADDLE
OWNER
2500 VILLA VERDE STREET

NO.	DATE	DESCRIPTION	BY
VILLA VERDE STREET			
2017 WATER SYSTEM IMPROVEMENTS CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI			
 Engineering Progress 301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
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JOHN & SARAH HUTTO
OWNERS
2111 SUNSET DRIVE

MAJORIE CERVANTES
OWNER
2109 SUNSET DRIVE

ROSIE HOPKINS
OWNER
2107 SUNSET DRIVE

CLINTON JOLLY
OWNER
2105 SUNSET DRIVE

MONROE & BETTY JACOBS
OWNERS
2103 SUNSET DRIVE

BRIAN & HEATHER TOWNSEN
OWNERS
2101 SUNSET DRIVE

MIKE & MARJANEH FOOLADI
OWNERS
2100 SUNSET DRIVE

RONALD WARD &
GLORIA STRINGER
OWNERS
2110 SUNSET DRIVE

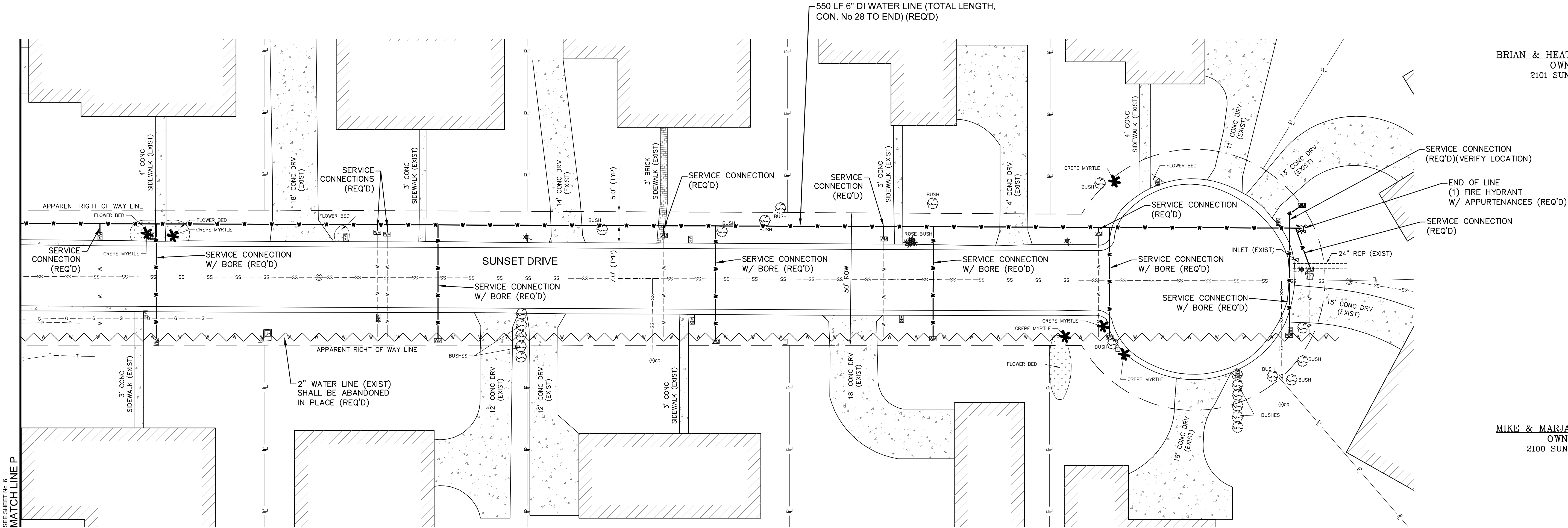
MOORE LIVING TRUST
OWNER
2108 SUNSET DRIVE

AGNES WILLIAMSON
OWNER
2106 SUNSET DRIVE

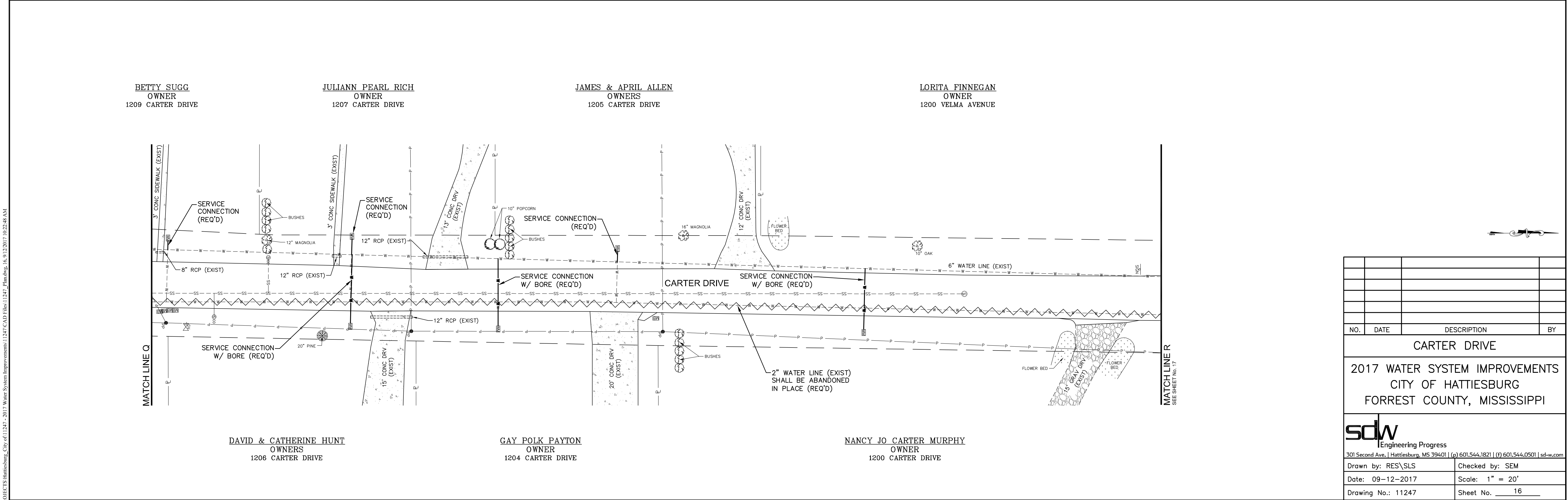
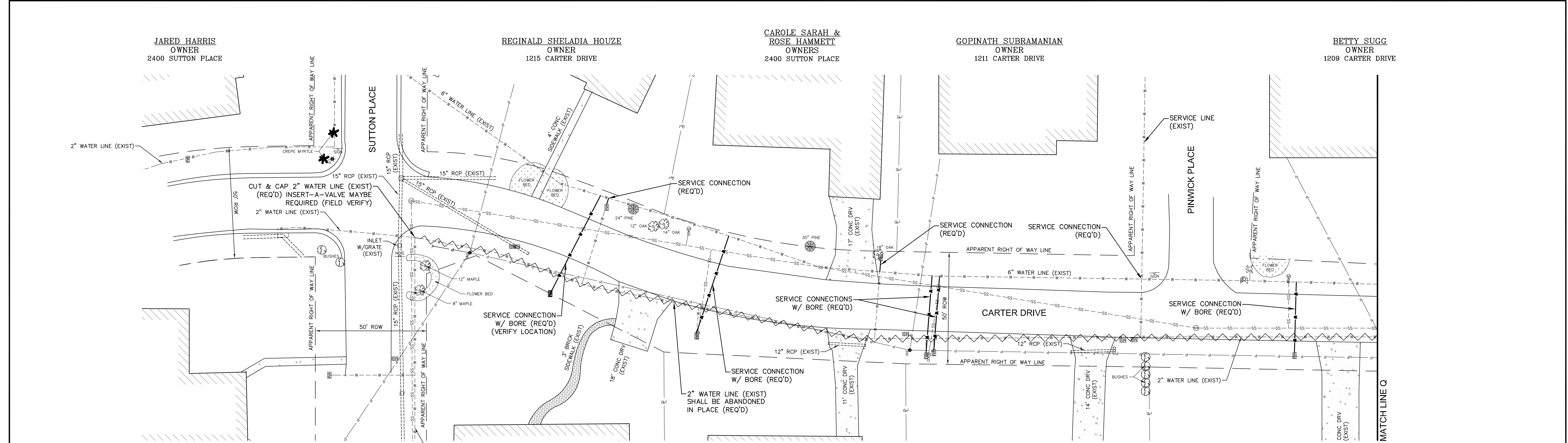
HENRY ANNE WINSTEAD
OWNER
2104 SUNSET DRIVE

CHARLES & LINDA BRAY
OWNERS
2102 SUNSET DRIVE

NO.	DATE	DESCRIPTION	BY
SUNSET DRIVE			
2017 WATER SYSTEM IMPROVEMENTS			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
 Engineering Progress			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
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NO.	DATE	DESCRIPTION	BY
CARTER DRIVE			
2017 WATER SYSTEM IMPROVEMENTS			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: RES\SLS		Checked by: SEM	
Date: 09-12-2017		Scale: 1" = 20'	
Drawing No.: 11247		Sheet No. 16	

DOROTHY GUICE
OWNER
1115 VELMA AVENUE

RUSSEL WHITESIDE
OWNER
2320 MCINNIS STREET

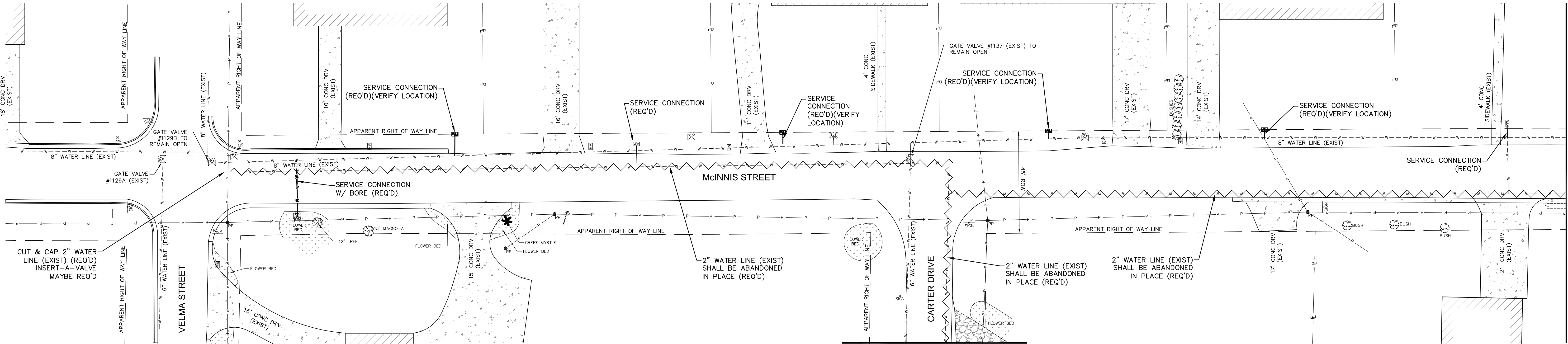
JOHN & LOUISE MEYER
OWNERS
2316 MCINNIS STREET

EARL & DONNA WHEELER
OWNERS
2311 MCINNIS STREET

AVA PATTERSON
OWNER
2309 MCINNIS STREET

LUCY ANN MCINNIS
OWNER
2303 MCINNIS STREET

MERLENE BREAZEALE
OWNER
2301 MCINNIS STREET



CUT & CAP 2" WATER LINE (EXIST) (REQ'D) INSERT-A-VALVE MAYBE REQ'D

SERVICE CONNECTION (REQ'D)(VERIFY LOCATION)

APPARENT RIGHT OF WAY LINE

SERVICE CONNECTION W/ BORE (REQ'D)

SERVICE CONNECTION (REQ'D)

SERVICE CONNECTION (REQ'D)(VERIFY LOCATION)

GATE VALVE #1137 (EXIST) TO REMAIN OPEN

SERVICE CONNECTION (REQ'D)(VERIFY LOCATION)

SERVICE CONNECTION (REQ'D)(VERIFY LOCATION)

SERVICE CONNECTION (REQ'D)

2" WATER LINE (EXIST) SHALL BE ABANDONED IN PLACE (REQ'D)

2" WATER LINE (EXIST) SHALL BE ABANDONED IN PLACE (REQ'D)

2" WATER LINE (EXIST) SHALL BE ABANDONED IN PLACE (REQ'D)

17" CONC DRV (EXIST)

21" CONC DRV (EXIST)

LORITA FINNEGAN
OWNER
1200 VELMA AVENUE

NANCY JO CARTER MURPHY
OWNER
1200 CARTER DRIVE

MICHAEL & WANDA PARKER
OWNERS
1201 ESTELLE STREET

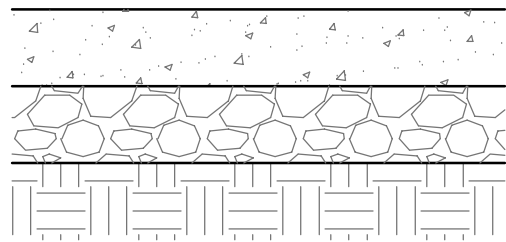
MATCH LINE R
SEE SHEET No. 16

MATCH LINE S
SEE SHEET No. 6

NO.	DATE	DESCRIPTION	BY
MCINNIS STREET			
2017 WATER SYSTEM IMPROVEMENTS			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: RES\SLS		Checked by: SEM	
Date: 09-12-2017		Scale: 1" = 20'	
Drawing No.: 11247		Sheet No. 17	

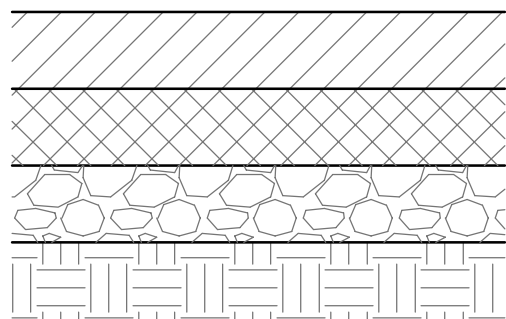


1. POST INDICATOR VALVES SHALL BE REQUIRED AT ALL EXISTING STRUCTURES WHICH ARE BEING CONNECTED TO THE PROPOSED SYSTEM UNDER THIS PROJECT, IF THE EXISTING PIV IS DAMAGED AND/OR INOPERABLE OR IF NO PIV IS IN PLACE AT THE TIME OF CONNECTION.
2. LOCATIONS FOR PROPOSED PIV'S SHALL BE AS DIRECTED BY THE ENGINEER BUT SHALL BE AT LEAST 40 FEET FROM THE EXISTING STRUCTURE AND CLEARLY VISIBLE.
3. POST INDICATOR VALVES SHALL BE INSTALLED AS PER THE MANUFACTURER'S SPECIFICATIONS AND AS DETAILED HERE.
4. ALL ITEMS, INCLUDING POSSIBLE INSTALLATION ON EXISTING FIRE LINE SHALL BE PAID UNDER THE "POST INDICATOR VALVE" ITEM.



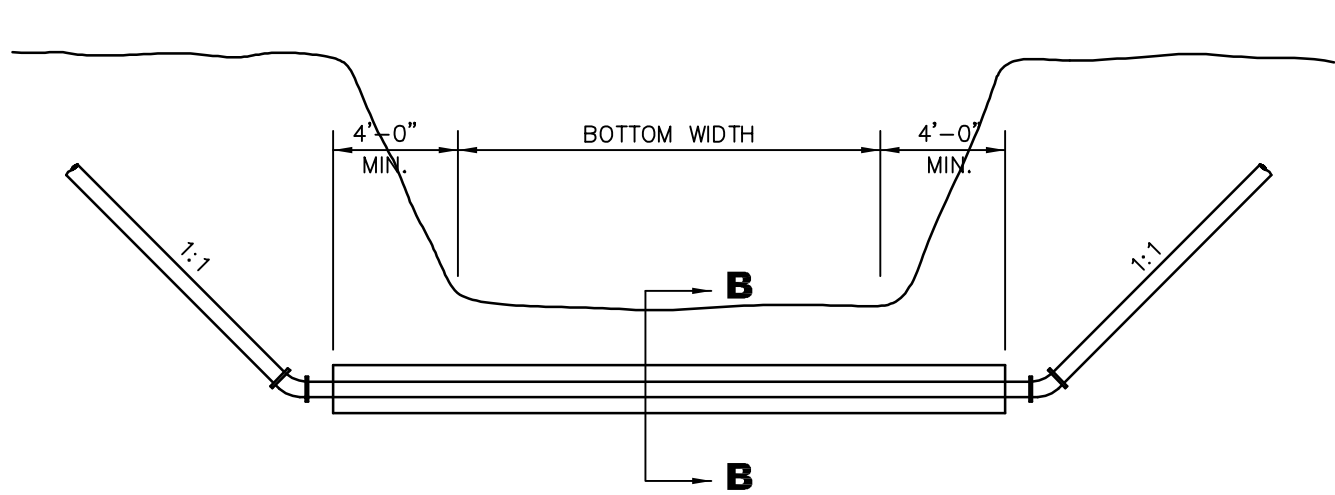
- TEMPORARY: 6" CRUSHED AGGREGATE (SIZE 825) (REMOVE PRIOR TO PAVING)
- PERMANENT: 6" 3000 PSI CONCRETE W/ FIBER GLASS REINFORCEMENT
- 6" CRUSHED AGGREGATE (SIZE 825) COMPACTED TO 95%
- EXISTING SUBGRADE AND/OR FILL MATERIAL COMPACTED TO 95%

TYPICAL CONCRETE PAVEMENT REPAIR



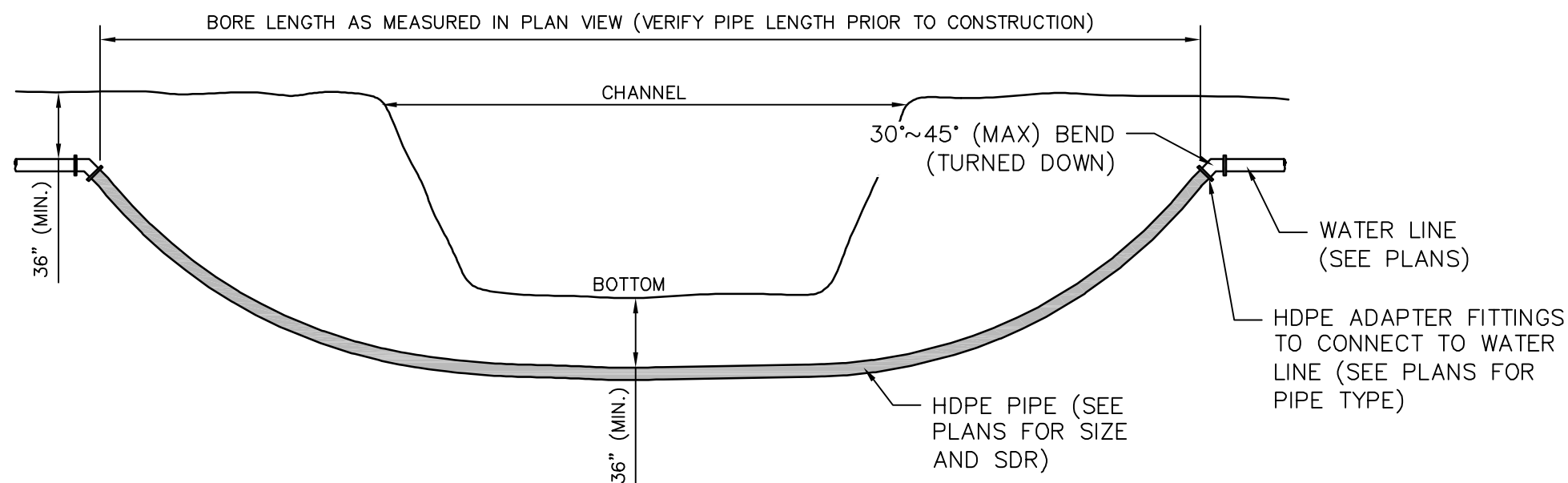
- PERMANENT: 1 1/2" SURFACE COURSE ASPHALT
- TEMPORARY: 4" CRUSHED AGGREGATE (SIZE 825) (REMOVED PRIOR TO PAVING)
- PERMANENT: 2" BASE COURSE ASPHALT
- 6" CRUSHED AGGREGATE (SIZE 825) COMPACTED TO 95%
- EXISTING SUBGRADE AND/OR FILL MATERIAL COMPACTED TO 95%

TYPICAL ASPHALT PAVEMENT REPAIR

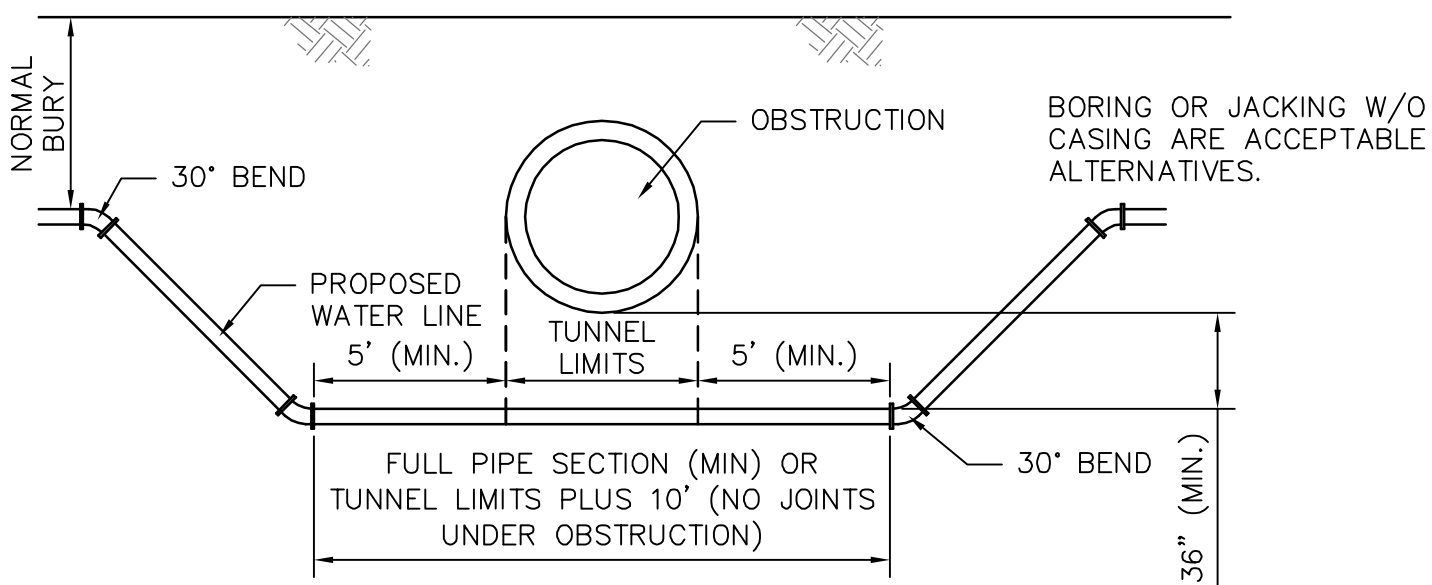


CONCRETE ENCASEMENT OF PIPE IS REQUIRED WHEN BOTTOM WIDTH IS GREATER THAN 8'-0".

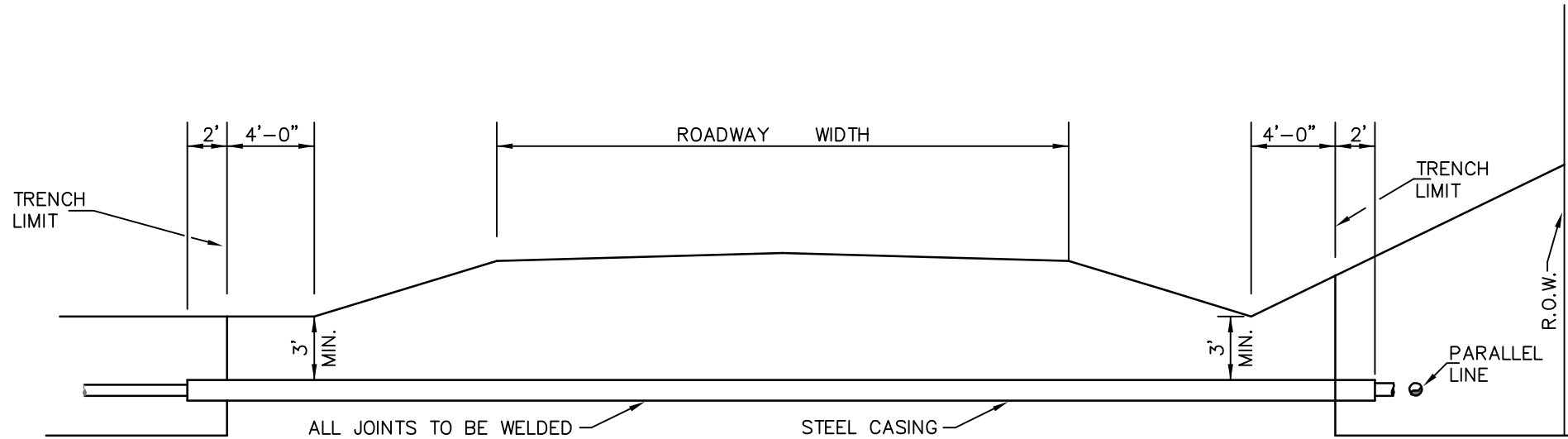
OPEN CUT CHANNEL CROSSING DETAIL



DIRECTIONAL BORED CHANNEL CROSSING DETAIL

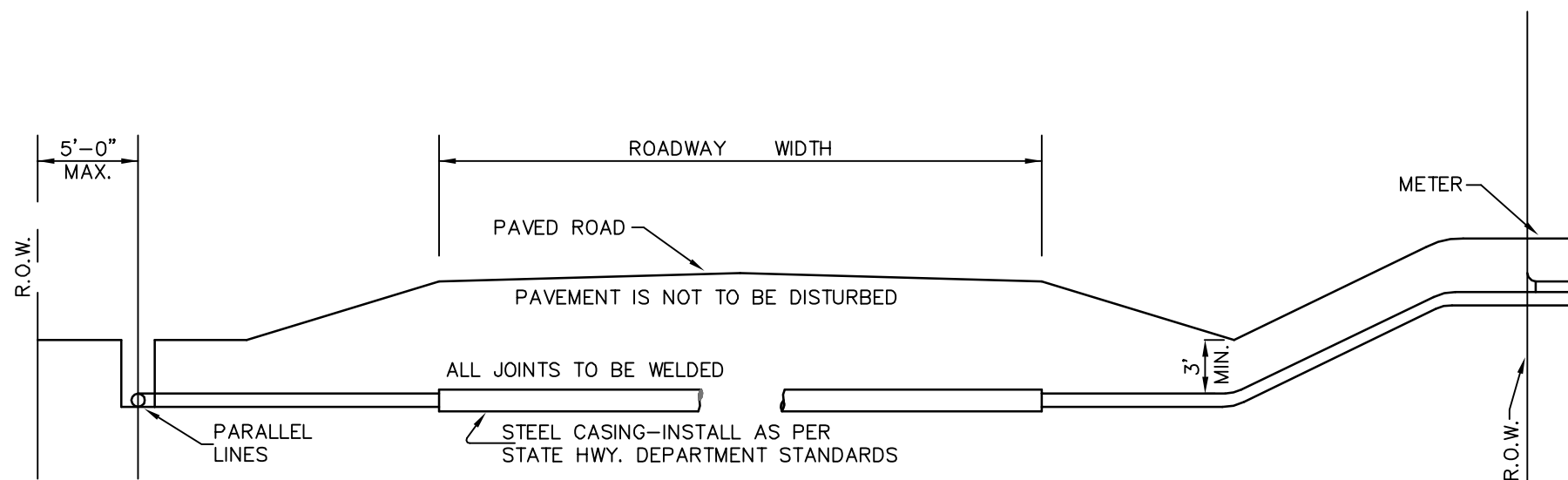


OBSTRUCTION CROSSING DETAIL

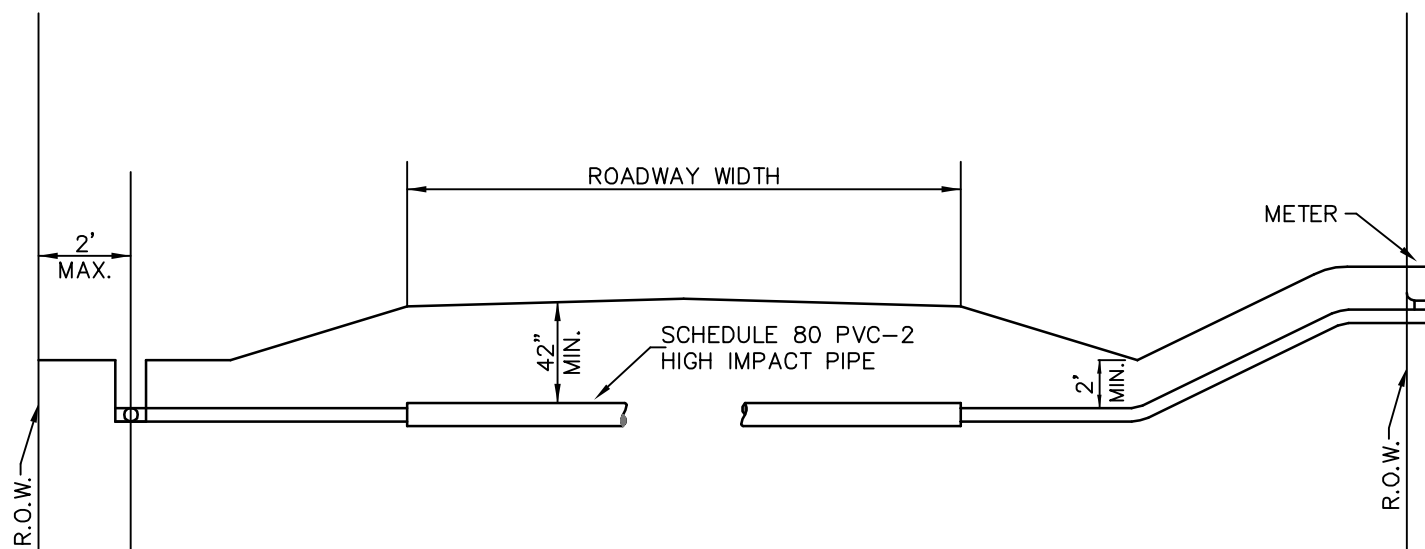


STEEL CASING TO BE INSTALLED BY JACKING THROUGH, WET BORE OR DRY BORE (AS SPECIFIED) OF A SIZE NOT GREATER OR LESS THAN 1" OF O.D. OF ENCASEMENT, LAYING STEEL CASING IN OPEN TRENCH WILL BE PERMITTED ONLY WHEN SET OUT IN THE SPECIFICATIONS AND WITH THE APPROVAL OF THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION.

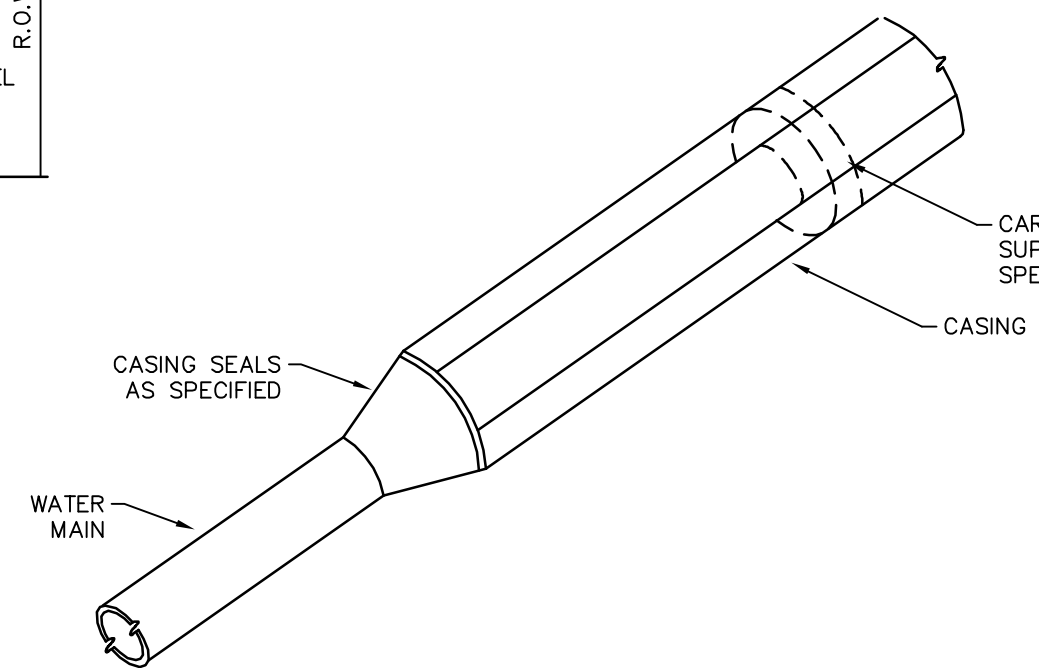
HIGHWAY CROSSING & WATER LINE PARALLELING HWY. IN R.O.W.



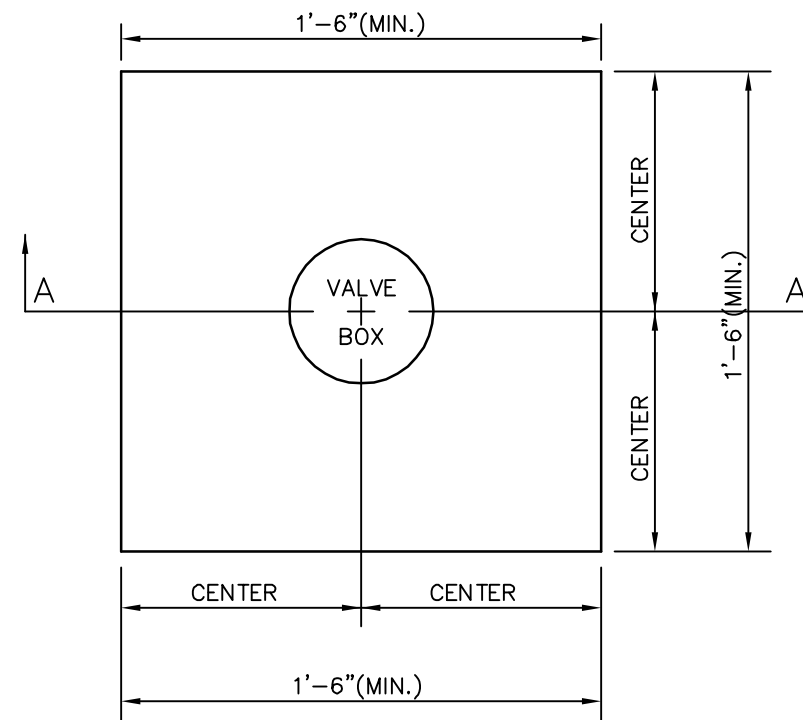
ROAD BORE & WATER LINE PARALLELING ROAD IN R.O.W.



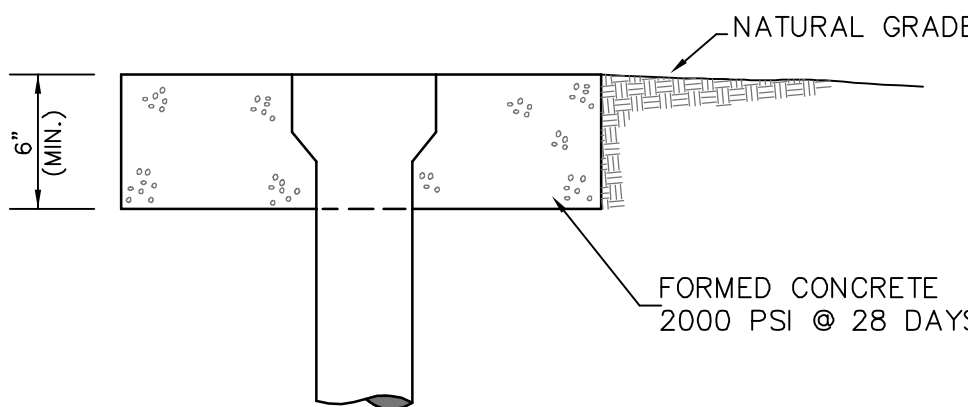
COUNTY GRAVEL ROAD & WATER LINE PARALLELING ROAD IN R.O.W.



CASING END DETAIL

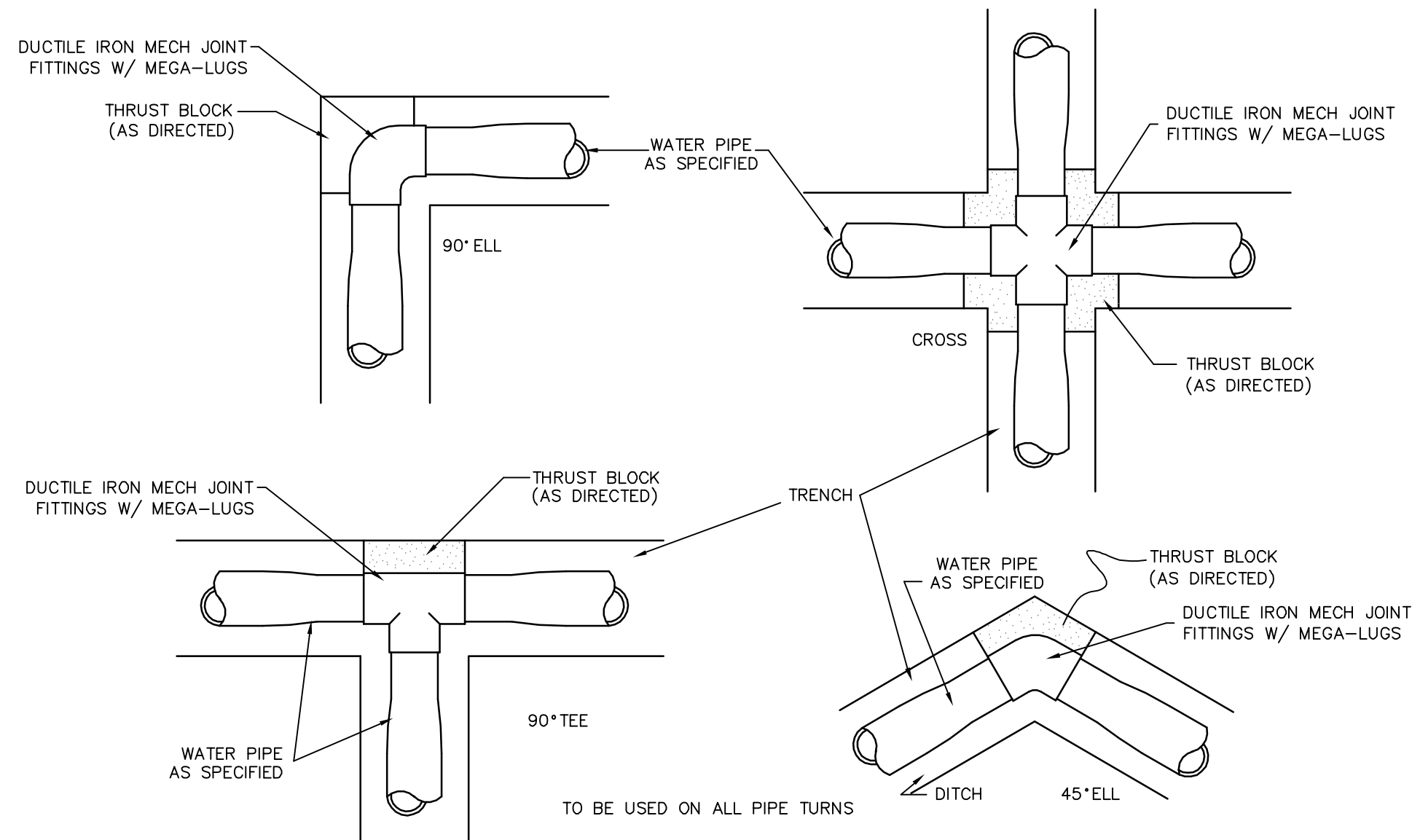


PLAN

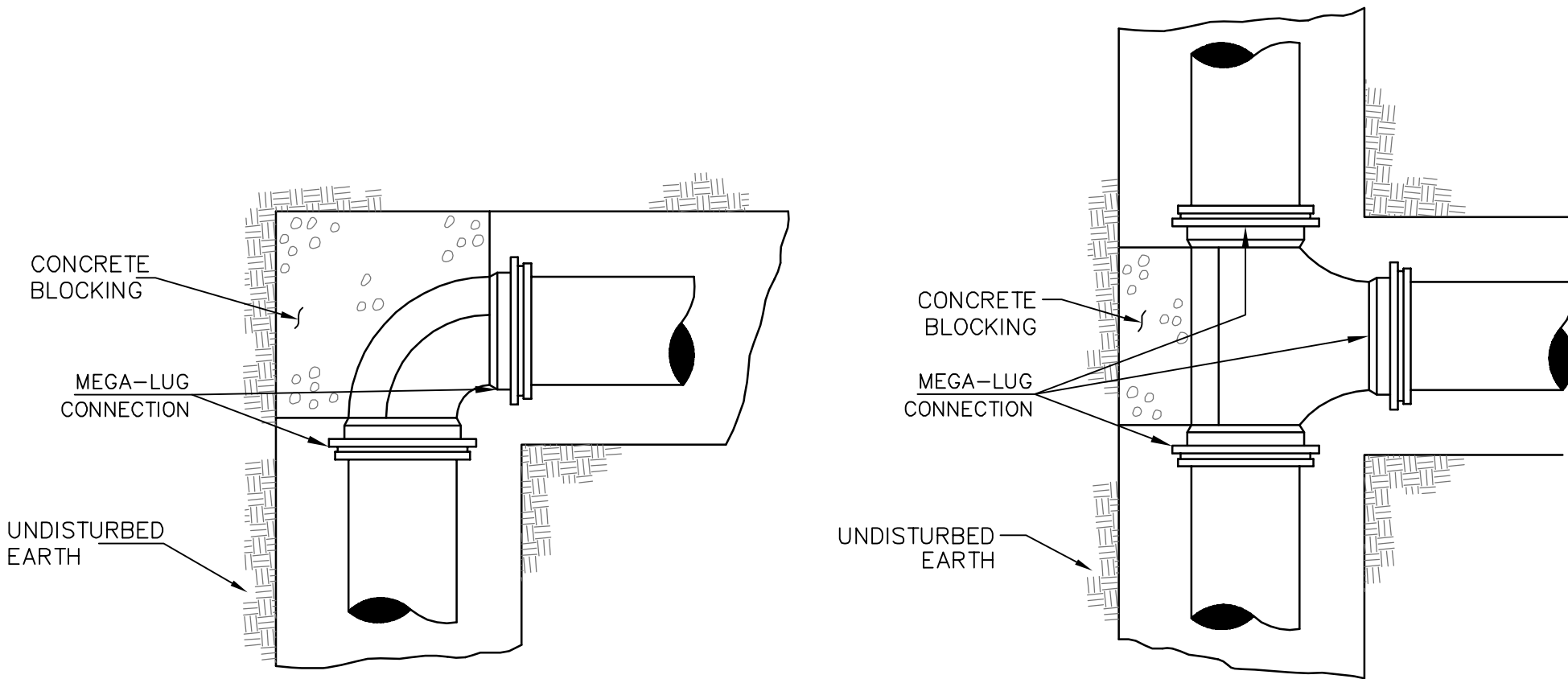


SECTION A-A

VALVE LOCATION



THRUST BLOCK DETAILS



PLAN

PLAN

NO.	DATE	DESCRIPTION	BY
WATER INSTALLATION DETAILS			
2017 WATER SYSTEM IMPROVEMENTS			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: SLS		Checked by: SEM	
Date: 08-25-2017		Scale: NONE	
Drawing No.: 11247		Sheet No. 19	

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VEGETATION SCHEDULE						
EROSION CONTROL ITEMS		SEASONAL APPLICATIONS - DATES & RATES				REQUIREMENTS
		SPRING & SUMMER		FALL & WINTER		
	ITEMS	RATES	DATES	RATES	DATES	
	TOPSOIL FOR SLOPE TREATMENT (LVM)	4" THICK	MARCH 1 TO SEPTEMBER 1	4" THICK	SEPTEMBER 1 TO MARCH 1	TOPSOIL REQUIRED ON SLOPES DETERMINED BY THE ENGINEER DURING CONSTRUCTION
	STANDARD GROUND PREPARATION	PER SQ. FT.	MARCH 1 TO SEPTEMBER 1	PER SQ. FT.	SEPTEMBER 1 TO MARCH 1	GROUND PREPARATION REQUIRED ON AREAS TO RECEIVE SOLID SODDING OR SEEDING, AS APPLICABLE
	AGRICULTURAL LIMESTONE	3 TONS / ACRE	MARCH 1 TO SEPTEMBER 1	3 TONS / ACRE	SEPTEMBER 1 TO MARCH 1	LIMESTONE SHALL BE MECHANICALLY SPREAD UNIFORMLY AND INCORPORATED INTO THE SOIL PRIOR TO PLANTING
	COMBINATION FERTILIZER (13–13–13)	1000 LBS / ACRE	MARCH 1 TO SEPTEMBER 1	1000 LBS / ACRE	SEPTEMBER 1 TO MARCH 1	FERTILIZER SHALL BE MECHANICALLY SPREAD UNIFORMLY AND INCORPORATED INTO THE SOIL PRIOR TO PLANTING
	SUPER PHOSPHATE	0.5 TON / ACRE (EST)	MARCH 1 TO SEPTEMBER 1			SUPER PHOSPHATE (FOR BID ITEM PURPOSES)
	SEEDING (BERMUDA GRASS)	20 LBS / ACRE	MARCH 1 TO SEPTEMBER 1	20 LBS / ACRE	SEPTEMBER 1 TO MARCH 1	SEED REQUIRED ON DISTURBED AREAS. UNHULLED SEED MAY BE REQUIRED DURING THE DORMANT SEASON AS DIRECTED
	SEEDING (TALL FESCUE)			15 LBS / ACRE	AUGUST 15 TO MARCH 15	SEED REQUIRED IN DISTURBED AREAS
	SEEDING (CRIMSON CLOVER)			20 LBS / ACRE	AUGUST 15 TO MARCH 15	SEED REQUIRED ON DISTURBED AREA
	VEGETATIVE MATERIAL FOR MULCH	2 TONS / ACRE (EST)	MARCH 1 TO SEPTEMBER 1	2 TONS / ACRE (EST)	SEPTEMBER 1 TO MARCH 1	THE ENGINEER WILL DESIGNATE THE RATES OF APPLICABLE (SEE SUBSECTION 215–03.3)
	SOLID SODDING	PER SQ. YD.	MARCH 1 TO SEPTEMBER 1	PER SQ. YD.	SEPTEMBER 1 TO MARCH 1	SOLID SOD REQUIRED ON AREAS SPECIFIED IN THE CONTRACT OR BY THE ENGINEER
	WATERING	20 GAL / S.Y. (EST)	MARCH 1 TO SEPTEMBER 1	20 GAL. / S.Y. (EST)	SEPTEMBER 1 TO MARCH 1	TO BE USED AS DIRECTED IN THE PLANTING AND ESTABLISHING OF SOLID SOD
	INSECT PEST CONTROL	PER ACRE		PER ACRE		SEE SECTION 220
TEMPORARY EROSION CONTROL ITEMS						
	LIGHT GROUND PREPARATION	PER SQ. YD.		PER SQ. YD.		APPROXIMATELY HALF SQ.YD. STANDARD GROUND PREPARATION
	COMBINATION FERTILIZER (13–13–13)	0.25 TONS/ ACRE		0.25 TONS/ ACRE		QUANTITY BASED ON LIGHT GROUND PREPARATION
	SEEDING (BROWN TOP MILLET)	20 LBS / ACRE	APRIL 1 TO AUGUST 31			QUANTITY BASED ON LIGHT GROUND PREPARATION
	SEEDING (RYE GRASS)			25 LBS / ACRE	SEPTEMBER 1 TO MARCH 31	QUANTITY BASED ON LIGHT GROUND PREPARATION
	SEEDING (OATS)			90 LBS / ACRE	SEPTEMBER 1 TO DECEMBER 15	QUANTITY BASED ON LIGHT GROUND PREPARATION
	VEGETATIVE MATERIAL FOR MULCH	1 TON / ACRE (EST)		1 TON / ACRE (EST)		QUANTITY BASED ON LIGHT GROUND PREPARATION

- ① ALL AREAS THAT HAVE BEEN VEGETATED, UNDER THIS CONTRACT, FOR AT LEAST (60) SIXTY DAYS, SHALL RECEIVE ADDITIONAL APPLICATION(S) OF FERTILIZER(S) OF THE TYPE(S) AND RATE(S) OF APPLICATIONS AS DETERMINED BY SOIL TEST OR AS DIRECTED DURING THE GROWING SEASONS THE CONTRACT IS IN FORCE. GROUND PREPARATION WILL NOT BE REQUIRED FOR THE ADDITIONAL APPLICATIONS.
- ② PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 100% OF THE ACREAGE WILL BE SEEDED.
- ③ PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 50% OF THE ACREAGE WILL BE SEEDED.
- ④ QUANTITY ESTIMATED ON THE BASIS THAT 50% OF THE ACREAGE VEGETATED MAY REQUIRED TREATMENT.
- ⑤ THIS ITEM MAY BE OMITTED ON AREAS SELECTED BY THE ENGINEER.
- ⑥ BAHIAGRASS WILL NOT BE PERMITTED AS A MULCH MATERIAL.
- ⑦ PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 75% OF THE ACREAGE SEEDED MAY REQUIRE TOPSOIL

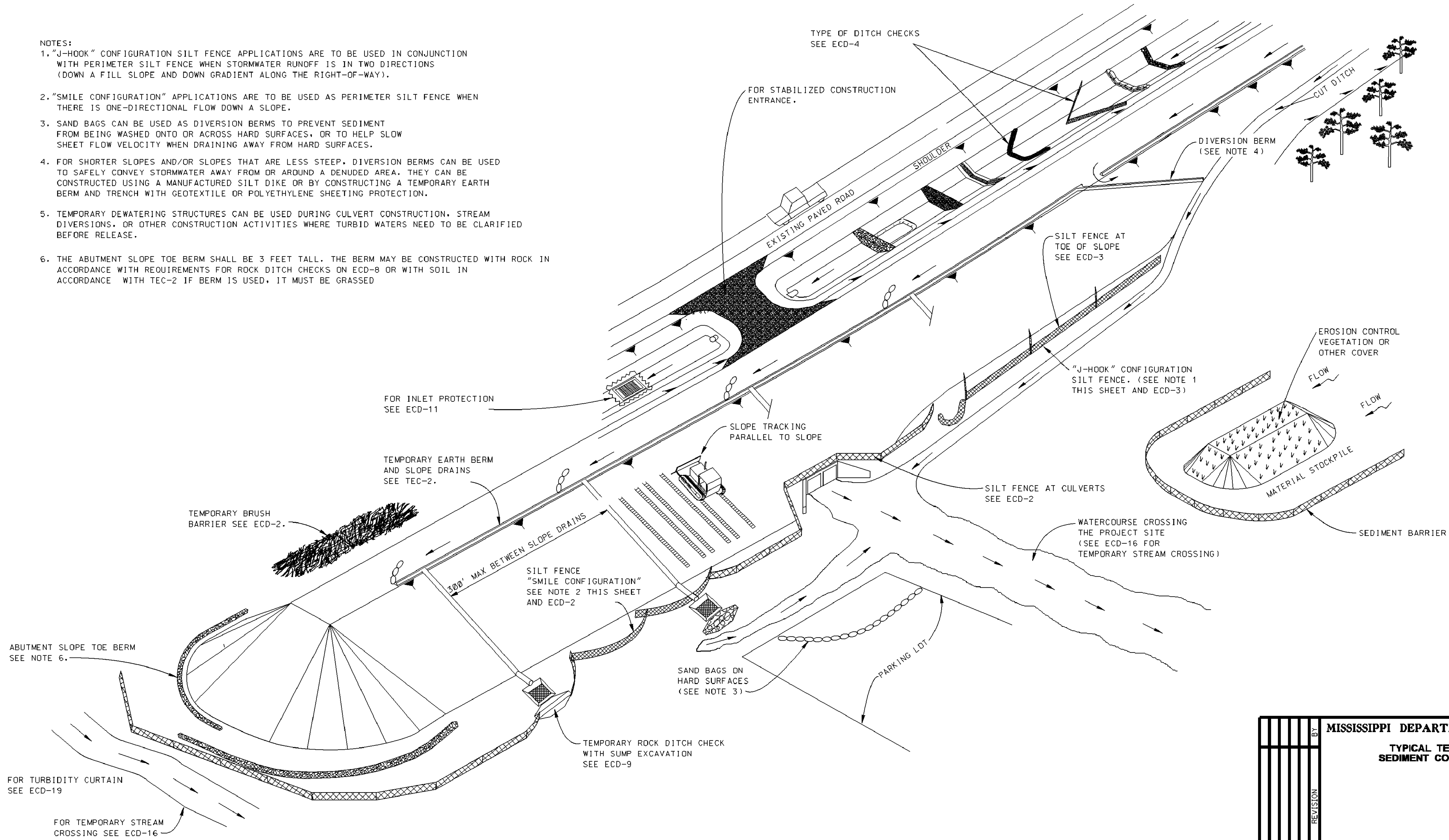
TEMPORARY EROSION CONTROL ITEMS REQUIRED FOR DETOURS

ITEM	RATE	SEASONAL LIMITATIONS
STANDARD GROUND PREPARATION	---	---
COMBINATION FERTILIZER (13–13–13)	500 LBS/ACRE	---
SEEDING (BERMUDA GRASS)	10 LBS/ACRE	---
SEEDING (TALL FESCUE)	20 LBS/ACRE	AUGUST 15 TO MARCH 15
VEGETATIVE MATERIAL FOR MULCH	2 LBS/ACRE	---

NOTE: ALL VEGETATION ON THIS PROJECT SHALL BE PAID FOR UNDER AS OUTLINED IN THE BID PROPOSAL. ITEMS SHALL BE APPLIED USING THE RATES OF APPLICATION AS SHOWN ON THIS SHEET AND WILL NOT BE MEASURED FOR SEPARATE PAYMENT.

NO.	DATE	DESCRIPTION	BY
VEGETATION SCHEDULE			
2017 WATER SYSTEM IMPROVEMENTS CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: SLS		Checked by: SEM	
Date: 08–25–2017		Scale: NONE	
Drawing No.: 11247		Sheet No. 20	

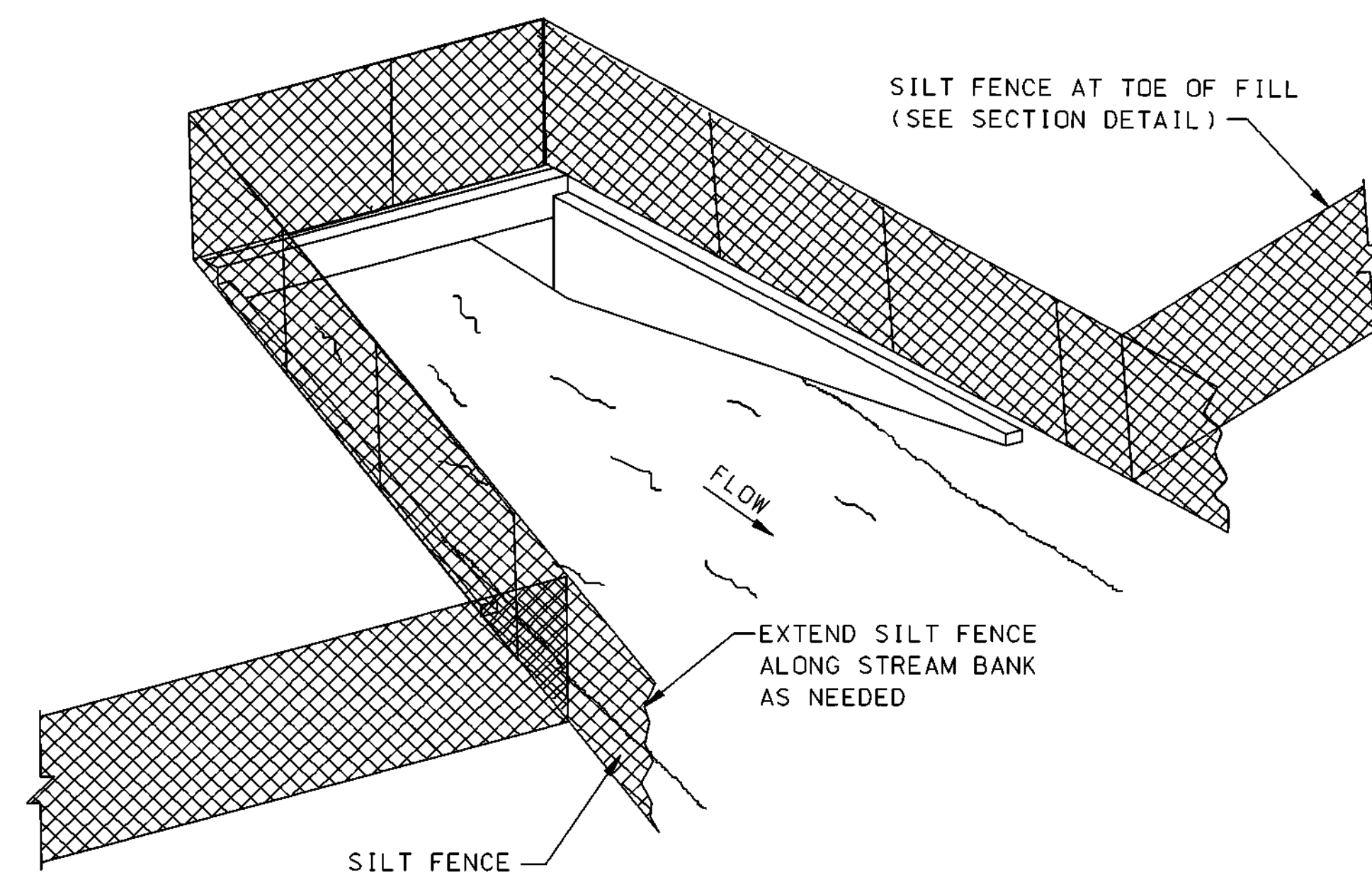
- NOTES:
1. "J-HOOK" CONFIGURATION SILT FENCE APPLICATIONS ARE TO BE USED IN CONJUNCTION WITH PERIMETER SILT FENCE WHEN STORMWATER RUNOFF IS IN TWO DIRECTIONS (DOWN A FILL SLOPE AND DOWN GRADIENT ALONG THE RIGHT-OF-WAY).
 2. "SMILE CONFIGURATION" APPLICATIONS ARE TO BE USED AS PERIMETER SILT FENCE WHEN THERE IS ONE-DIRECTIONAL FLOW DOWN A SLOPE.
 3. SAND BAGS CAN BE USED AS DIVERSION BERMS TO PREVENT SEDIMENT FROM BEING WASHED ONTO OR ACROSS HARD SURFACES, OR TO HELP SLOW SHEET FLOW VELOCITY WHEN DRAINING AWAY FROM HARD SURFACES.
 4. FOR SHORTER SLOPES AND/OR SLOPES THAT ARE LESS STEEP, DIVERSION BERMS CAN BE USED TO SAFELY CONVEY STORMWATER AWAY FROM OR AROUND A DENUDED AREA. THEY CAN BE CONSTRUCTED USING A MANUFACTURED SILT DIKE OR BY CONSTRUCTING A TEMPORARY EARTH BERM AND TRENCH WITH GEOTEXTILE OR POLYETHYLENE SHEETING PROTECTION.
 5. TEMPORARY DEWATERING STRUCTURES CAN BE USED DURING CULVERT CONSTRUCTION, STREAM DIVERSIONS, OR OTHER CONSTRUCTION ACTIVITIES WHERE TURBID WATERS NEED TO BE CLARIFIED BEFORE RELEASE.
 6. THE ABUTMENT SLOPE TOE BERM SHALL BE 3 FEET TALL. THE BERM MAY BE CONSTRUCTED WITH ROCK IN ACCORDANCE WITH REQUIREMENTS FOR ROCK DITCH CHECKS ON ECD-8 OR WITH SOIL IN ACCORDANCE WITH TEC-2 IF BERM IS USED, IT MUST BE GRASSED



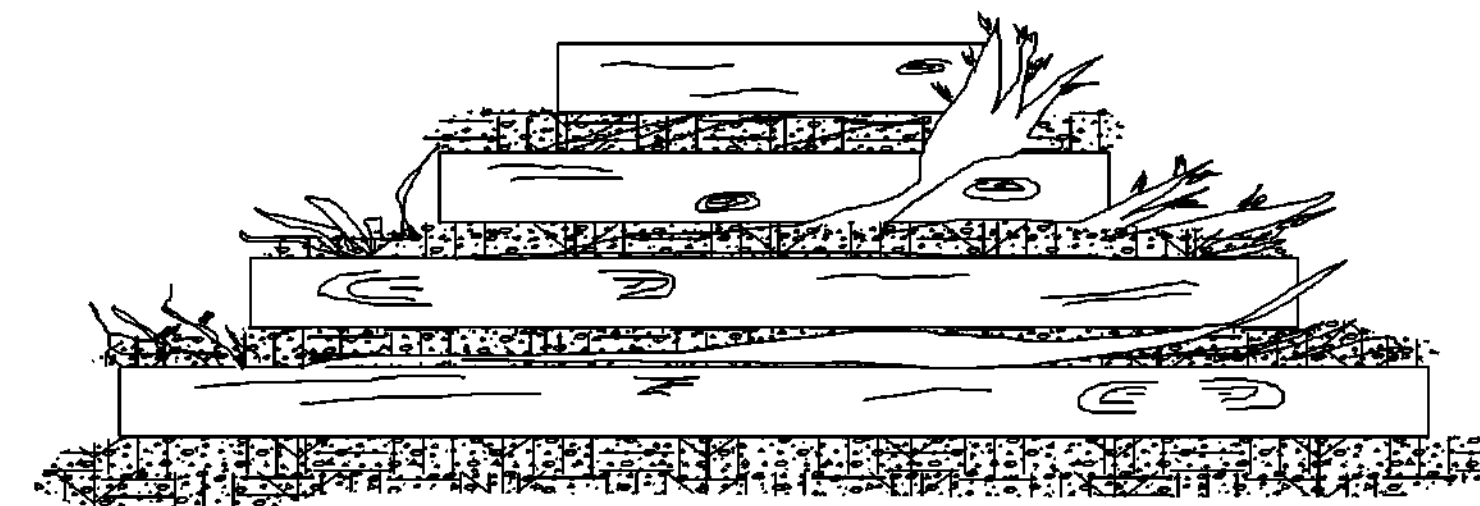
MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
TYPICAL TEMPORARY EROSION/ SEDIMENT CONTROL APPLICATIONS	
WORKING NUMBER ECD-1	SHEET NUMBER 21
FILENAME: EROSION CONTROL\ECD-1.DGN	
DESIGN TEAM	CHECKED
DATE	DATE

PLAN
ROADWAY DESIGN DIVISION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

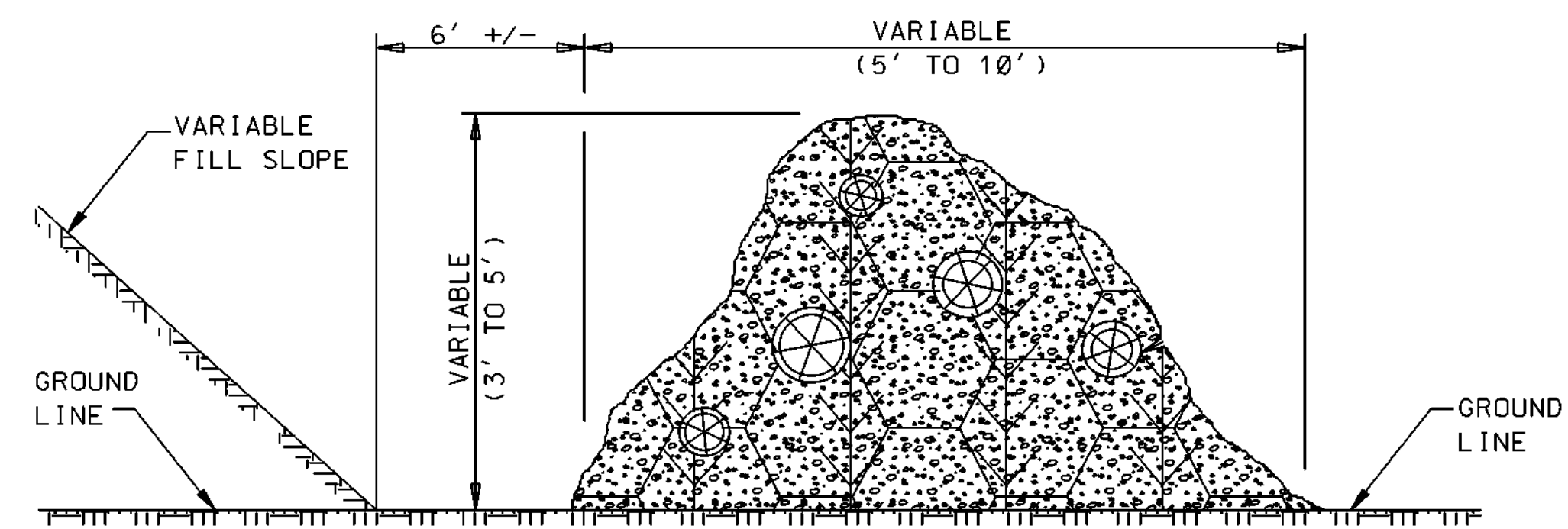
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SEDIMENT BARRIER AT CROSS DRAIN



FRONT ELEVATION

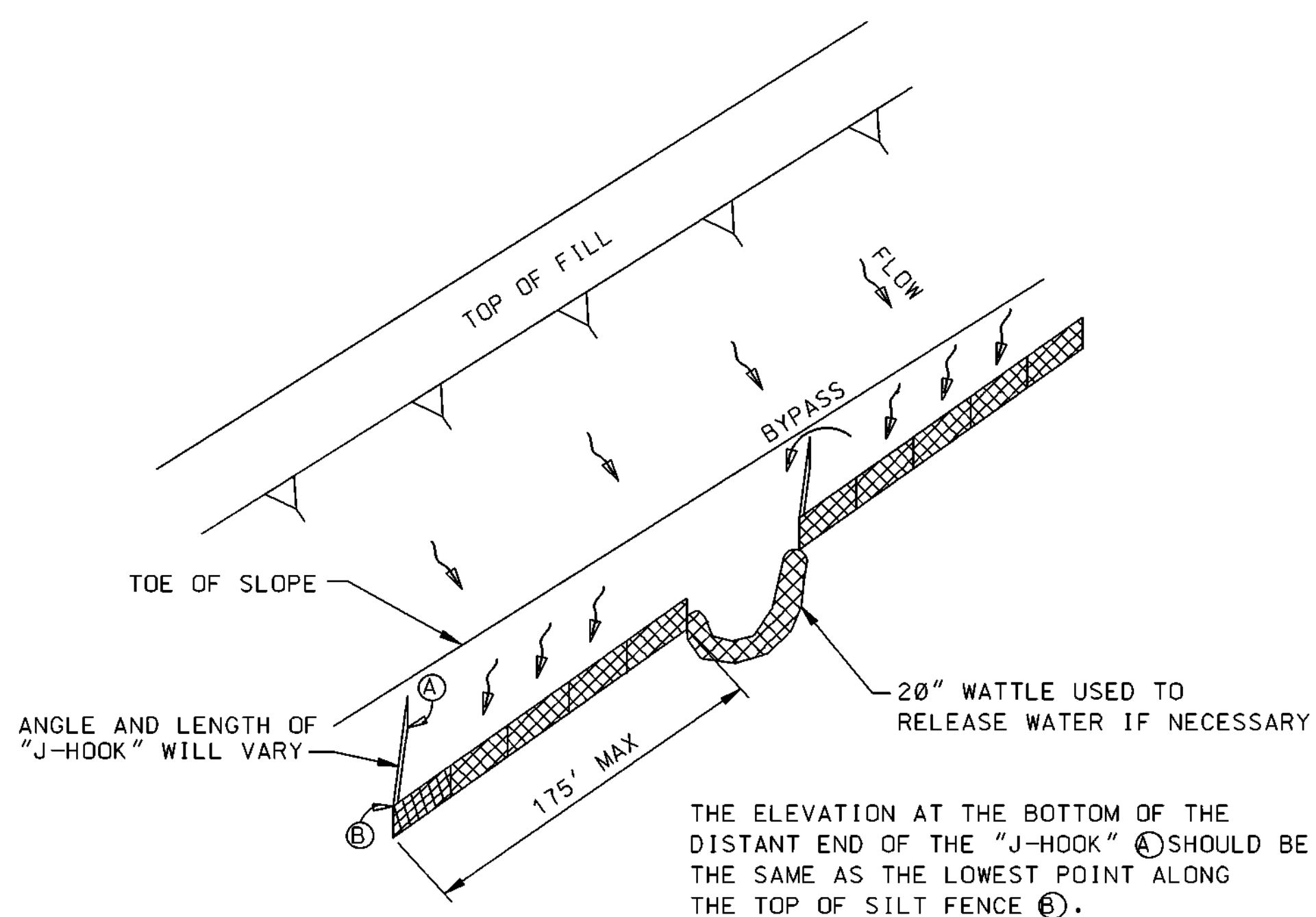


SIDE ELEVATION

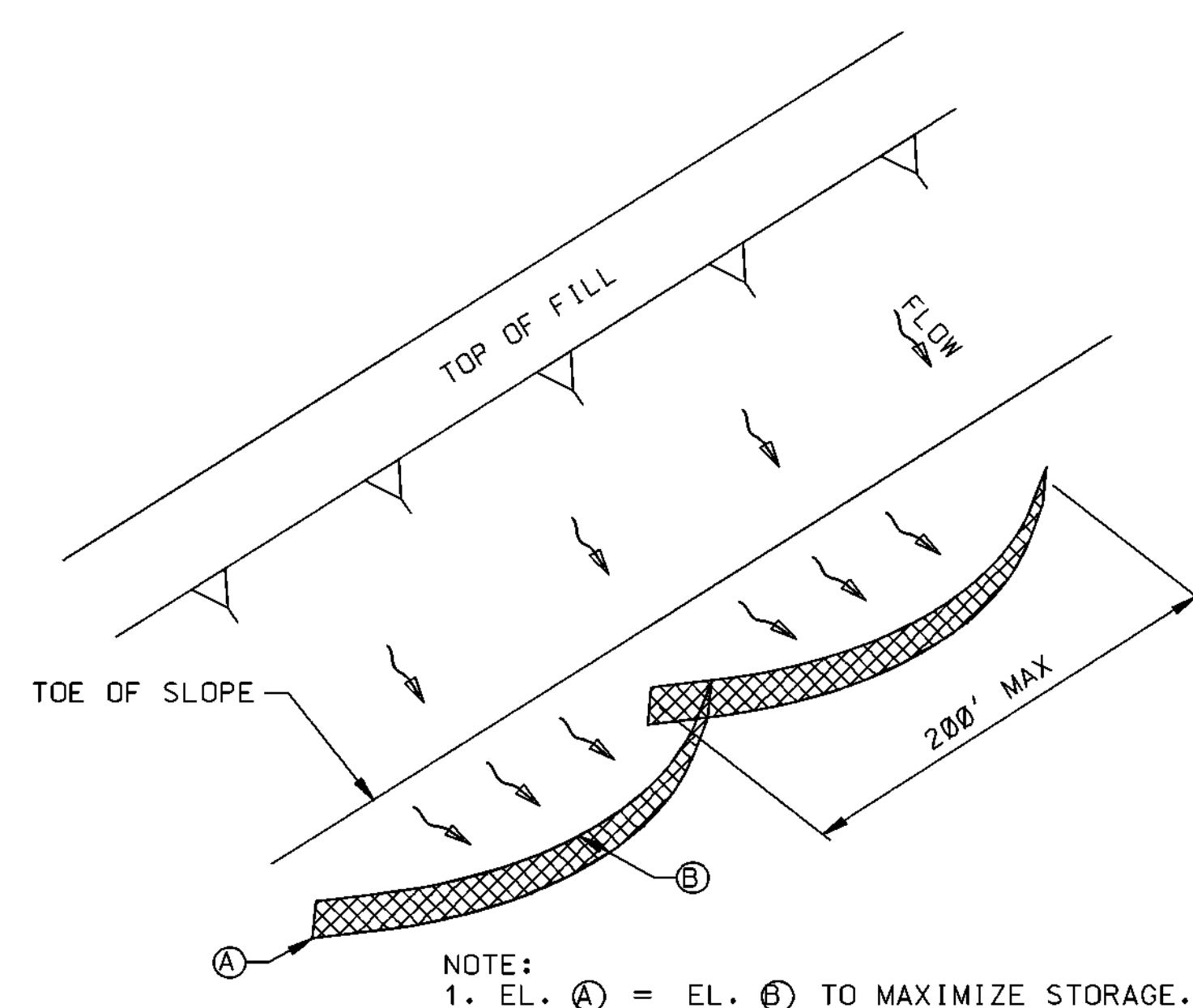
TEMPORARY BRUSH BARRIER

- NOTES:
1. BRUSH BARRIER MAY BE USED WHERE NATURAL GROUND IS LEVEL OR SLOPING AWAY FROM PROJECT.
 2. PLACE BRUSH, LOG AND TREE LAPS APPROXIMATELY PARALLEL TO TOE OF FILL SLOPE WITH SOME OF THE HEAVIER MATERIALS BEING PLACED ON TOP TO PROPERLY SECURE THE BARRIER AS DETAILED AT LOCATIONS SHOWN ON PLANS OR AS DIRECTED OR PERMITTED BY THE ENGINEER.
 3. TO ALLOW WATER TO SEEP THROUGH BRUSH BARRIER, INTERMINGLE THE BRUSH, LOG AND TREE LAPS SO AS NOT TO FORM A SOLID DAM.
 4. THE BRUSH BARRIER MAY BE CHOKED WITH FILTER FABRIC.
 5. TEMPORARY BRUSH BARRIER WILL NOT BE MEASURED FOR SEPERATE PAYMENT

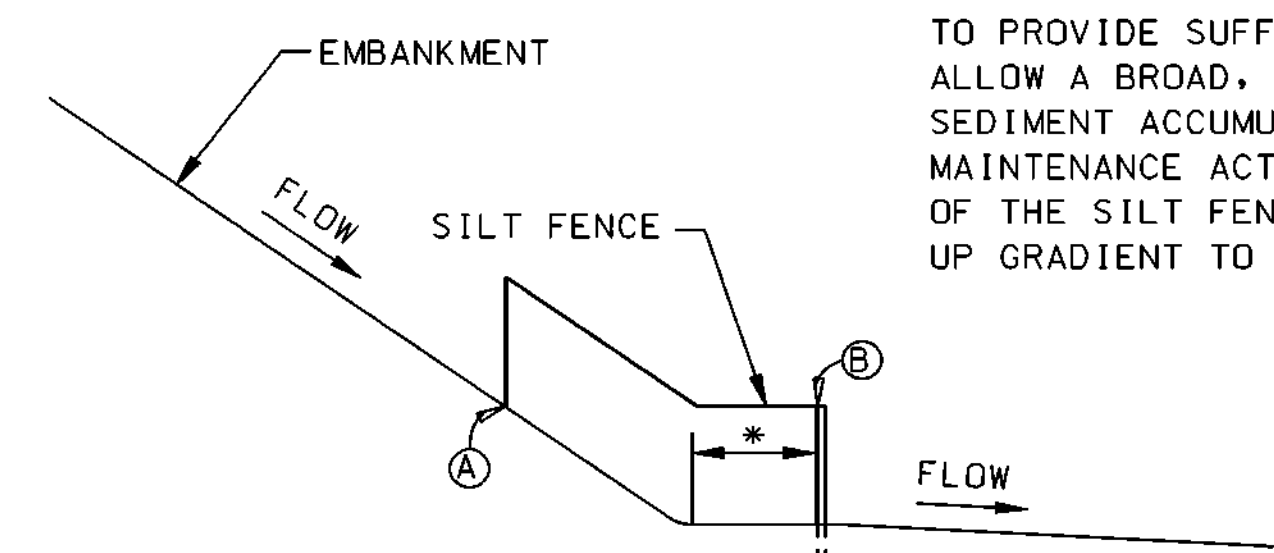
- NOTE:
1. ANCHOR AND INSTALL SILT FENCE PER DETAILS SHOWN ON ECD-3



"J-HOOK" SILT FENCE APPLICATION



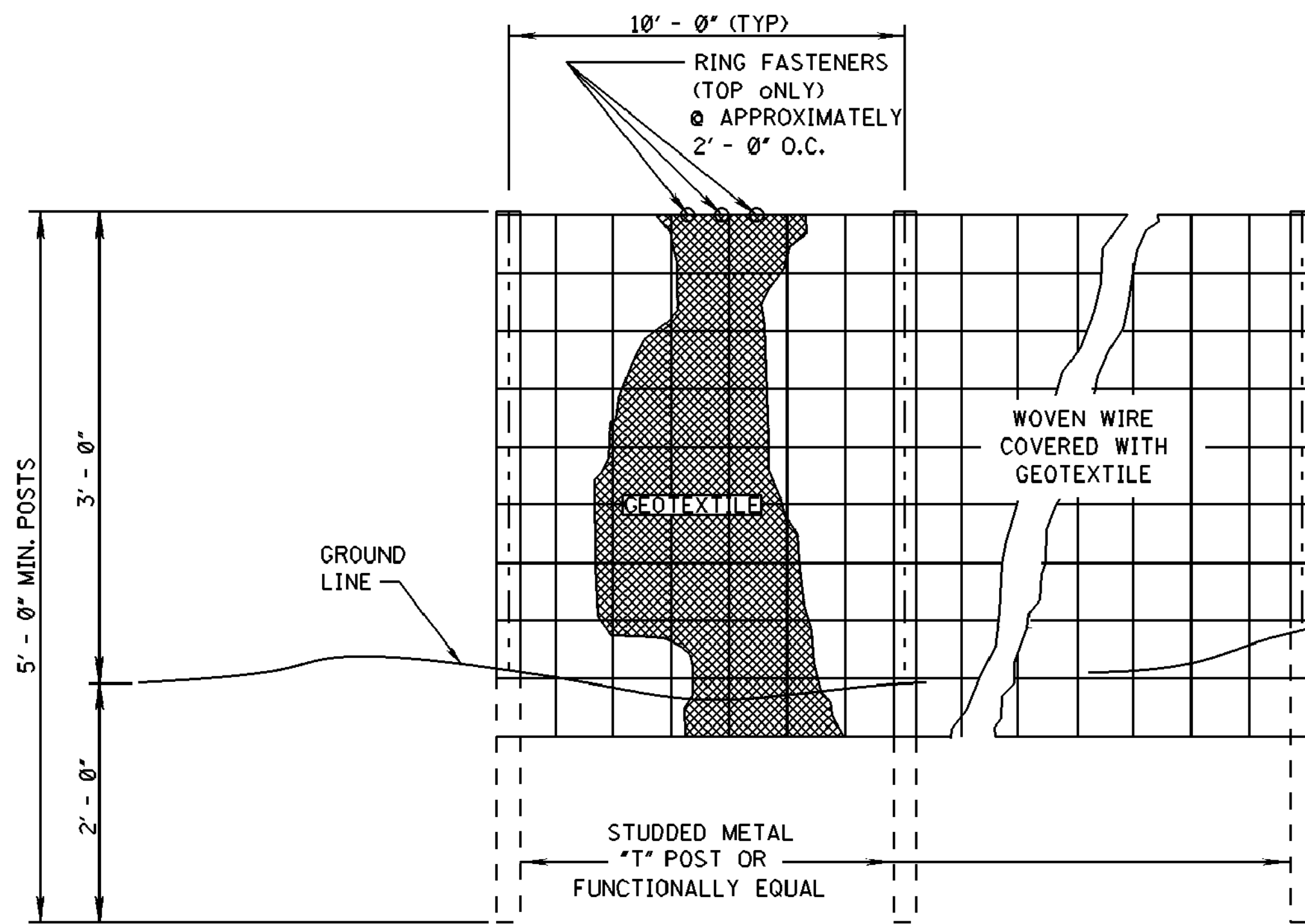
"SMILE-CONFIGURATION" SILT FENCE APPLICATION



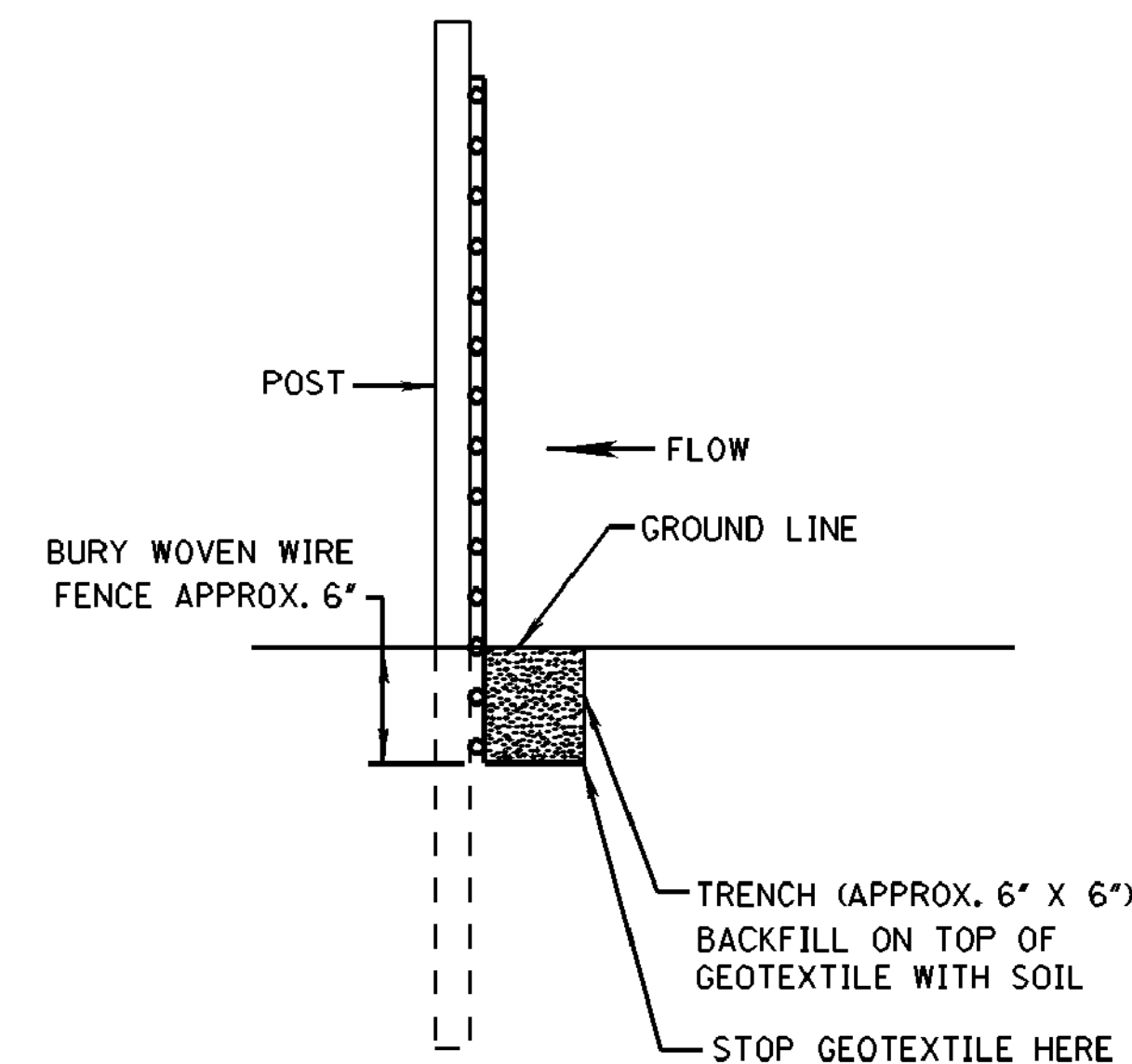
SILT FENCE SECTION AT TOE OF FILL

* SILT FENCE SHOULD BE LOCATED AWAY FROM THE TOE OF THE SLOPE TO PROVIDE SUFFICIENT SPACE TO ALLOW A BROAD, FLAT AREA FOR SEDIMENT ACCUMULATION AND MAINTENANCE ACTIVITIES. THE ENDS OF THE SILT FENCE SHOULD BE TURNED UP GRADIENT TO MAXIMIZE STORAGE.

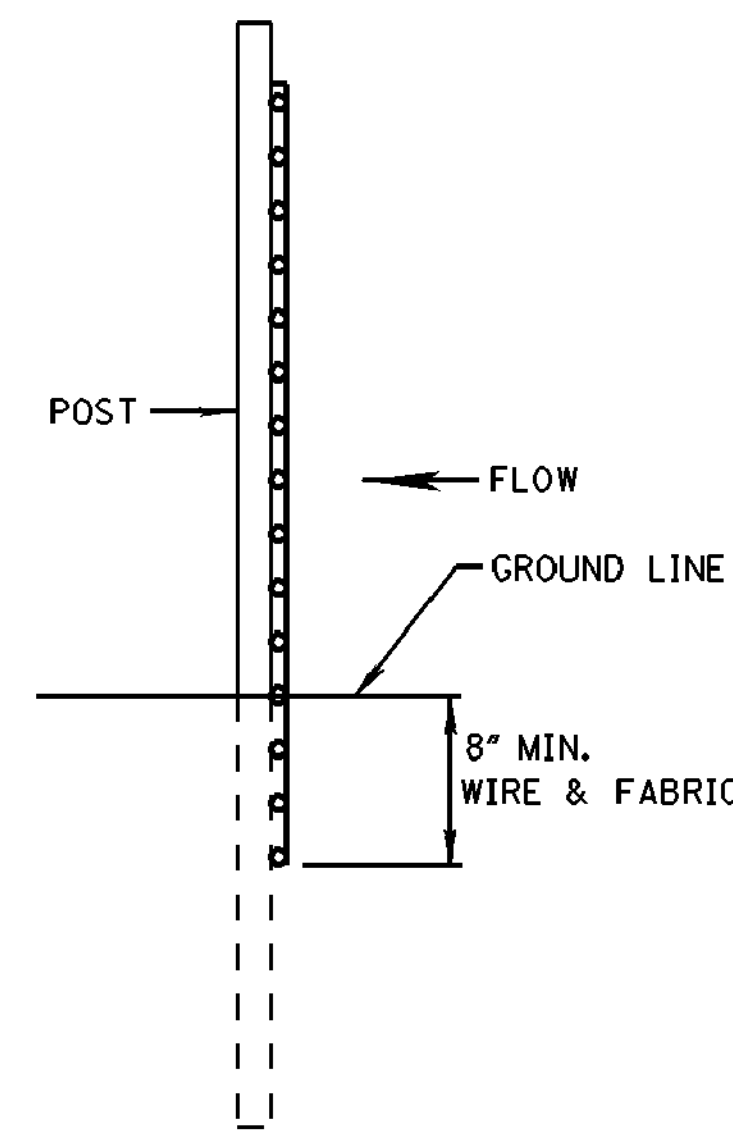
MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
DETAILS OF SEDIMENT BARRIER APPLICATIONS	
WORKING NUMBER	ECD-2
SHEET NUMBER	22
DATE	FILENAME: EROSION_CONTROL\ECD-2.DGN
DESIGN TEAM	CHECKED DATE



ELEVATION VIEW



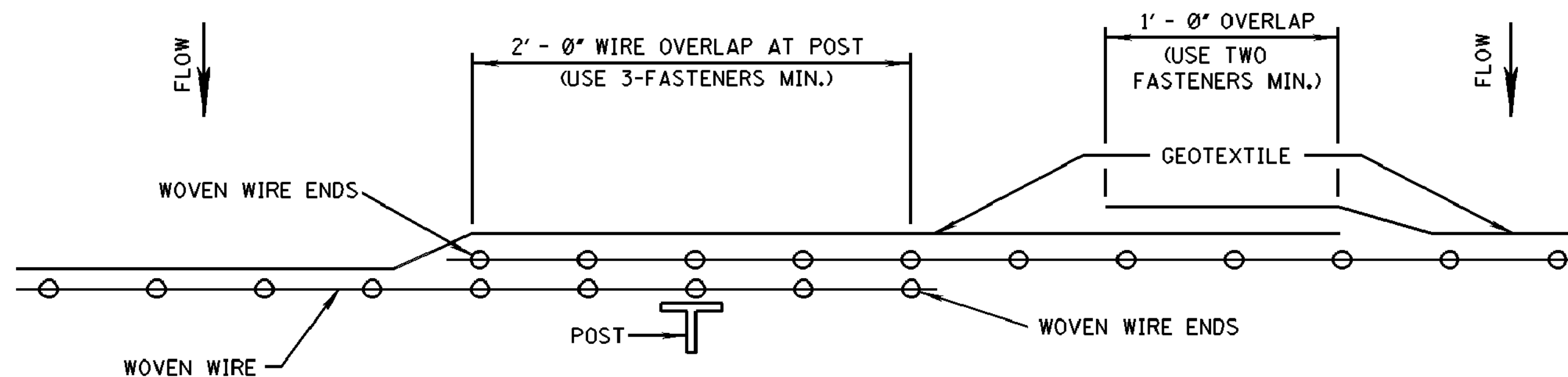
METHOD I



METHOD II
MECHANICAL INSTALLATION

SIDE VIEW

- NOTES:
1. SILT FENCES SHALL BE USED IN AREAS WHERE FLOW IS NOT SEVERE.
 2. SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHALL BE ERRECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STREAMS AND CHANNELS.
 3. SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR A BACK-UP FENCE IF FIRST FENCE BECOMES FULL.
 4. WHEREVER POSSIBLE SILT FENCE SHALL BE CONSTRUCTED ACROSS A LEVEL AREA IN THE SHAPE OF A SMILE. THIS AIDS IN PONDING OF RUNOFF AND FACILITATES SEDIMENTATION.
 5. THE CONTRACTOR MAY ELECT TO USE EITHER METHOD I OR METHOD II. COST TO BE LINEAR FEET OF SILT FENCE.
 6. METHOD II INSTALLATION SHALL BE ACCOMPLISHED USING AN IMPLEMENT THAT IS MANUFACTURED FOR THE APPLICATION AND PROVIDES A CONFIGURATION MEETING THE REQUIREMENTS OF THE DETAIL.
 7. WIRE SHALL BE MINIMUM OF 32" IN WIDTH AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
 8. GEOTEXTILE FABRIC MEETING THE TYPE II MATERIAL REQUIREMENTS AND INSTALLED ACCORDING TO SPECIFICATION MAY BE USED WITHOUT WIRE FENCE.



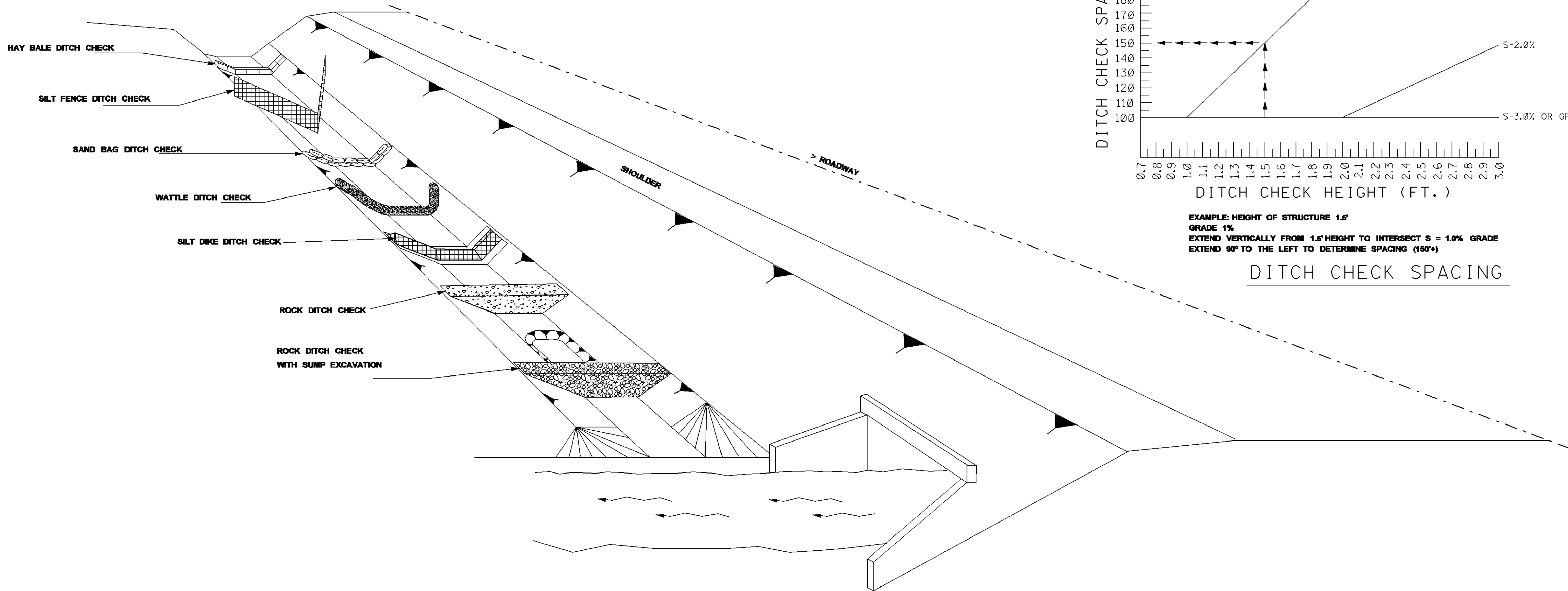
PLAN VIEW
REQUIRED LAPPING

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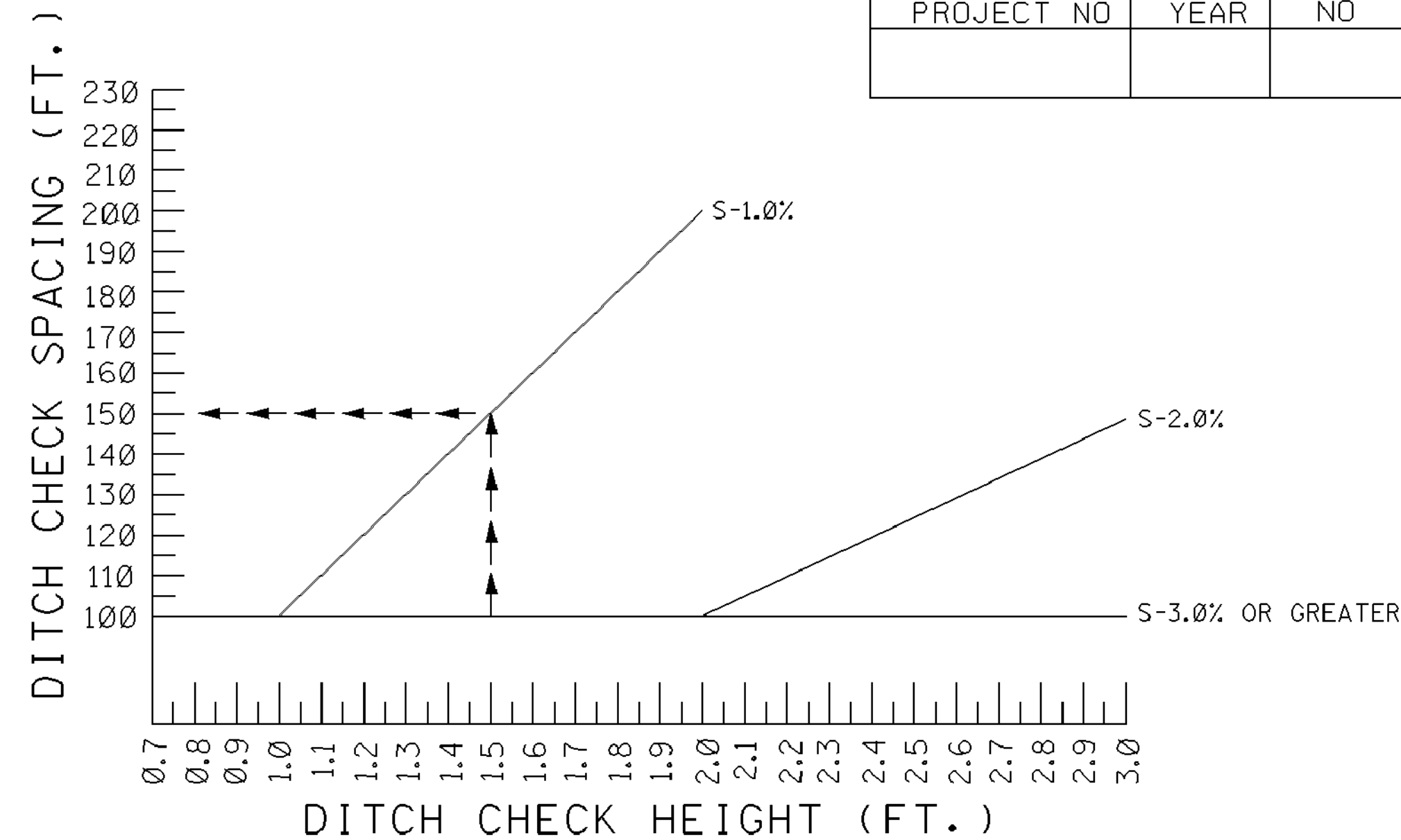
PLAN
ROADWAY DESIGN DIVISION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

1/20/2010 8:10 AM ECD-4.DGN



REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO

STATE	PROJECT NO.
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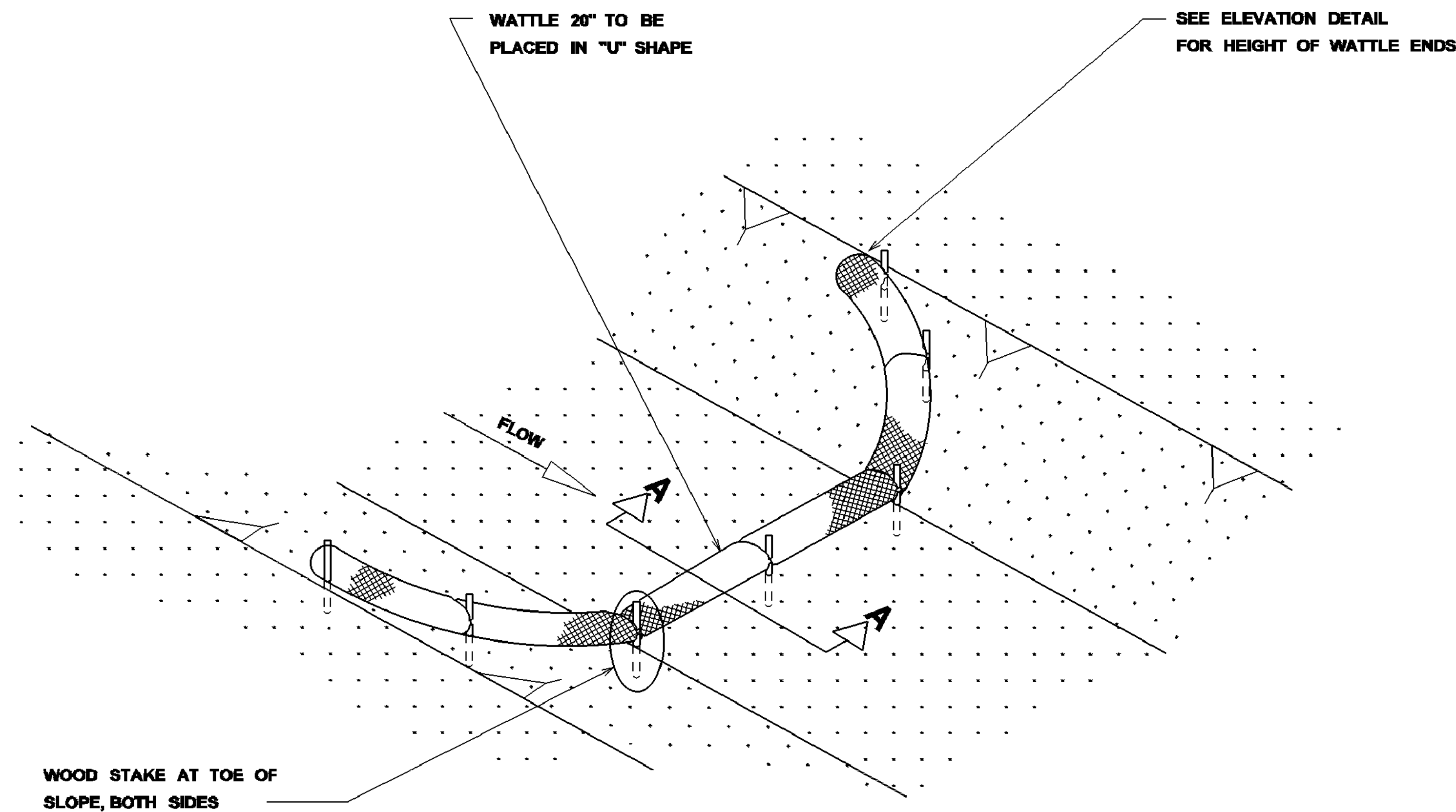
DITCH CHECK SPACING

NOTES:

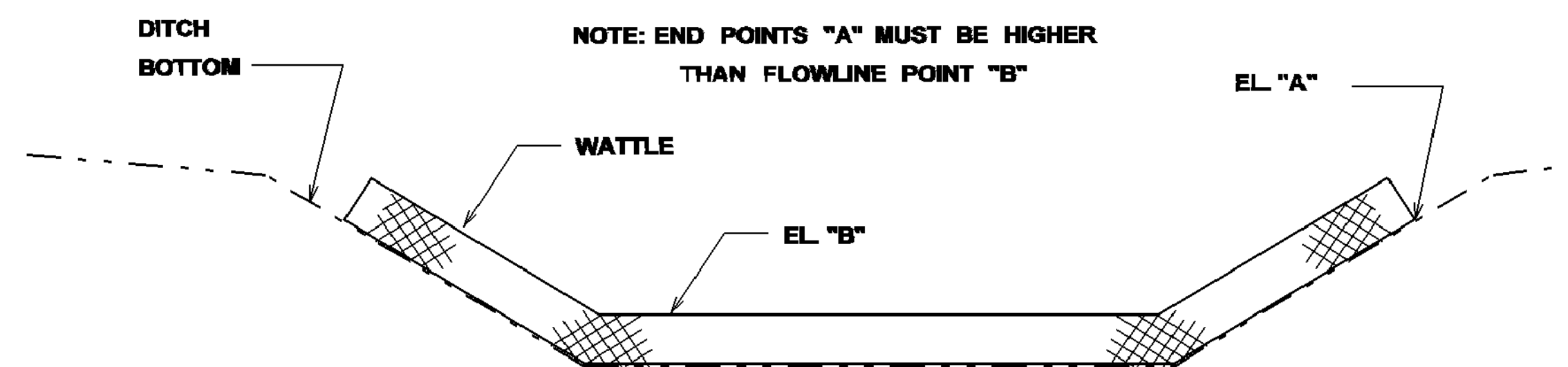
1. THE DITCH CHECK PERSPECTIVE ILLUSTRATES A TOOL BOX OF TEMPORARY PRACTICES THAT MAY BE USED. DITCH CHECKS ARE INSTALLED TO CONTROL RUNOFF VELOCITY AND THUS REDUCE EROSION AND PROVIDE FOR TRAPPING OF SEDIMENTS.
2. SELECTION OF THE APPROPRIATE DITCH CHECK SHOULD BE A FUNCTION OF CONSTRUCTION PHASE, DRAINAGE AREA, DITCH GRADIENT, SOIL TYPE ECONOMY AND SAFETY.
3. DITCH CHECKS CAN BE REMOVED FOR MAINTENANCE AND/OR REPLACEMENT BUT MUST REMAIN IN PLACE UNTIL UPSLOPE AREAS HAVE BEEN PERMANENTLY STABILIZED. MAINTENANCE INCLUDES REMOVAL OF SEDIMENT BEGINNING WHEN SEDIMENT ACCUMULATION REACHES 1/3 THE CAPACITY OR HEIGHT OF THE STRUCTURE AND NEVER ALLOWING FOR SEDIMENT TO ACCUMULATE MORE THAN 1/2 THE VOLUME OR HEIGHT OF THE DITCH CHECK STRUCTURE.
4. HAY BALES ARE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
5. SILT FENCE DITCH CHECKS ARE USED WHERE IT HAS BEEN DETERMINED THAT HAY BALE CHECKS ARE INADEQUATE. SILT FENCE DITCH CHECKS ARE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
6. SAND BAG DITCH CHECKS ARE USED FOR VELOCITY REDUCTION AND MINIMAL SEDIMENT TRAPPING IN CONCRETE PAVED DITCHES OR IN DITCHES THAT HAVE ROCKY BOTTOMS.
7. WATTLE DITCH CHECKS ARE APPROPRIATE FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.
8. SILT DIKES CAN BE USED IN DITCHES WITH CONCENTRATED FLOWS WITHIN THE CLEAR ZONE WHERE RIPRAP CAN NOT BE USED. AS CONSTRUCTION PROGRESSES.
9. ROCK DITCH CHECK WITH SUMP EXCAVATION CAN BE PLACED IN DITCHES TO ASSURE ON-SITE SEDIMENT TRAPPING REQUIREMENTS ARE MET. DITCH CHECK WITH SUMP EXCAVATION IS USED WHEN DITCHES RECEIVE DRAINAGE FROM CUT OR FILL SLOPES OR OTHER CRITICAL AREAS WHERE SOIL EROSION IS EXPECTED. DRAINAGE AREA FOR A TEMPORARY SEDIMENT TRAP SHALL NOT EXCEED 3 ACRES. THEY CAN BE USED IN SERIES TO INCREASE ON-SITE SEDIMENT TRAPPING EFFICIENCY.
10. IN GENERAL, DITCH CHECKS SHOULD NOT BE PLACED IN LIVE STREAMS.
11. CONFIGURATION AND SPACING MAY BE ADJUSTED IF APPROVED BY THE ENGINEER TO ACCOMMODATE TRAVELWAY SAFETY, WATER FLOW, OR SOIL AND INSTALLATION CHALLENGES.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION			
DITCH CHECK STRUCTURES, TYPICAL APPLICATIONS AND DETAILS			
DATE	FILENAME: EROSION CONTROL ECD-4.DGN	WORKING NUMBER ECD-4	SHEET NUMBER 24
DESIGN TEAM	CHECKED	DATE	

DRAWING No.: 11247



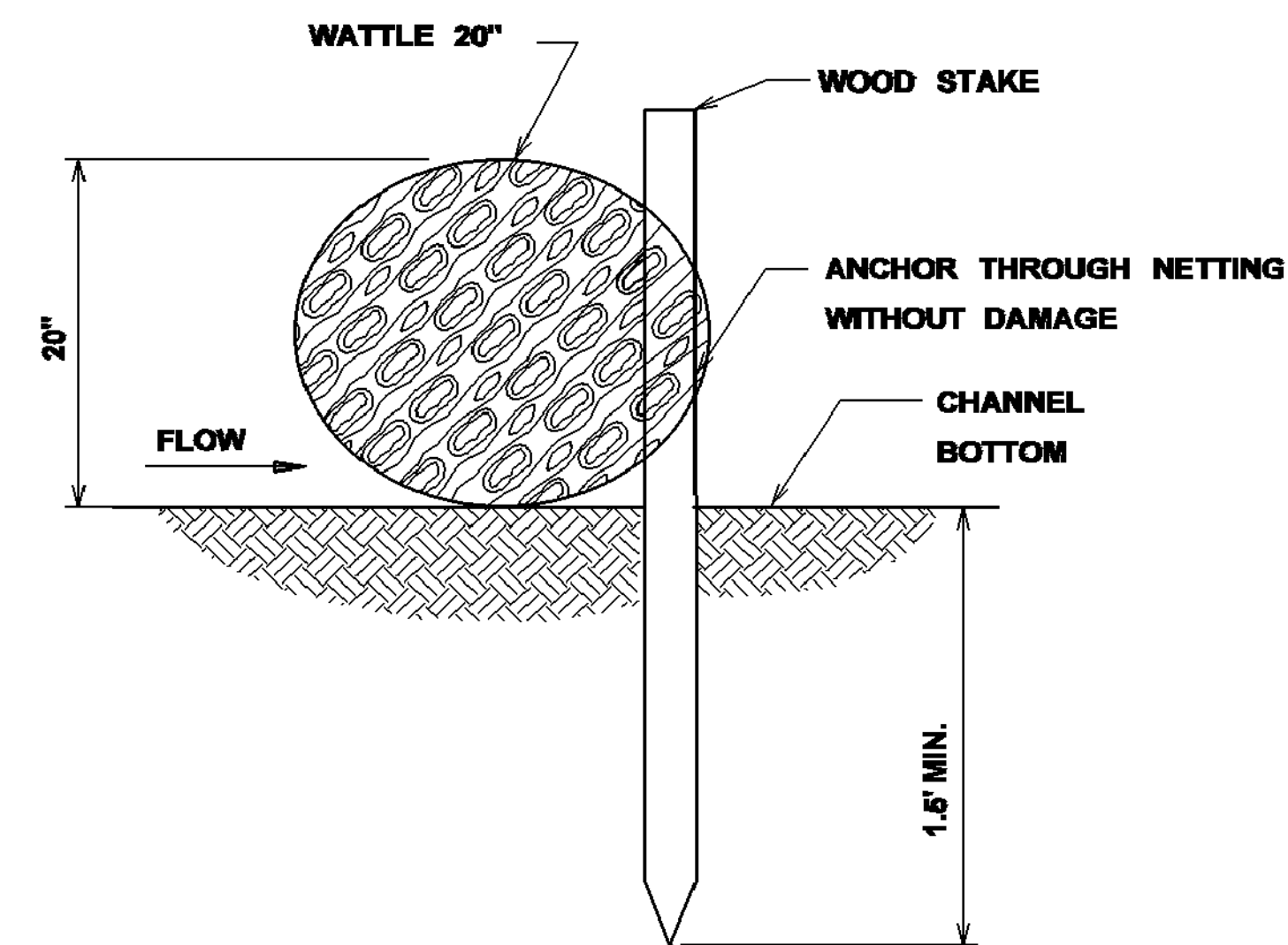
DETAIL (DITCH CHECK)



ELEVATION DETAIL

WATTLE DITCH CHECK SELECTION GUIDELINES

WATTLE DITCH CHECKS ARE APPROPRIATE FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.

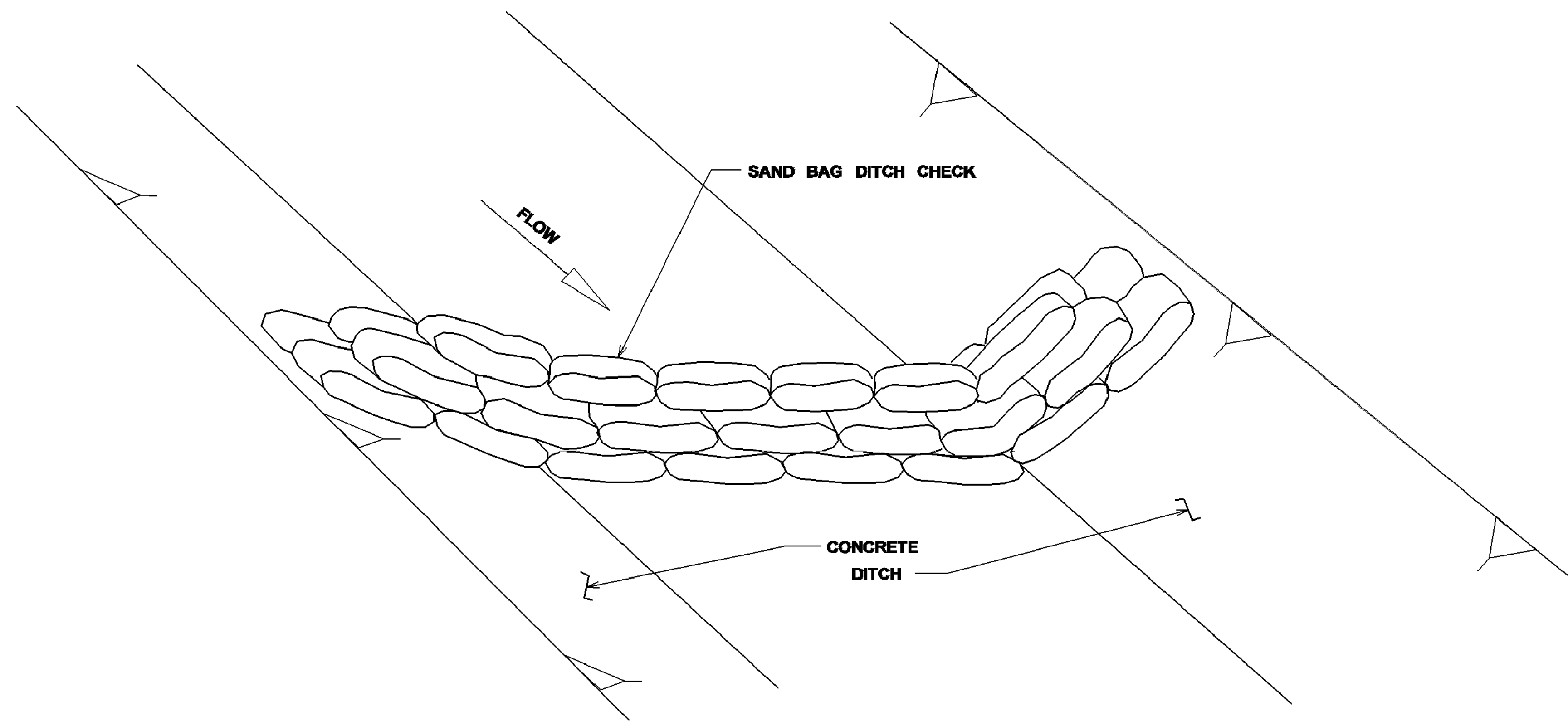


SECTION A-A

NOTES:

1. MINIMUM RECOMMENDED PLACEMENT INTERVAL BETWEEN WATTLE DITCH CHECK IS 100' UNLESS SHOWN OTHERWISE ON THE PLANS OR EROSION CONTROL PLAN APPROVED BY THE ENGINEER. SEE SPACING GUIDANCE ON ECD-4
2. ANCHORING WOOD STAKES SHALL BE SIZED, SPACED, DRIVEN, AND BE OF A MATERIAL THAT EFFECTIVELY SECURES THE CHECK. STAKE SPACING SHALL BE A MAXIMUM OF THREE FEET. ALL NON-DEGRADABLE MATERIALS SHALL BE REMOVED WHEN NO LONGER NEEDED.
3. TRENCHING OF WATTLES MAY BE NECESSARY IF PIPING BECOMES EVIDENT.
4. WATTLES SHOULD NOT BE USED IN HARD BOTTOM CHANNELS.

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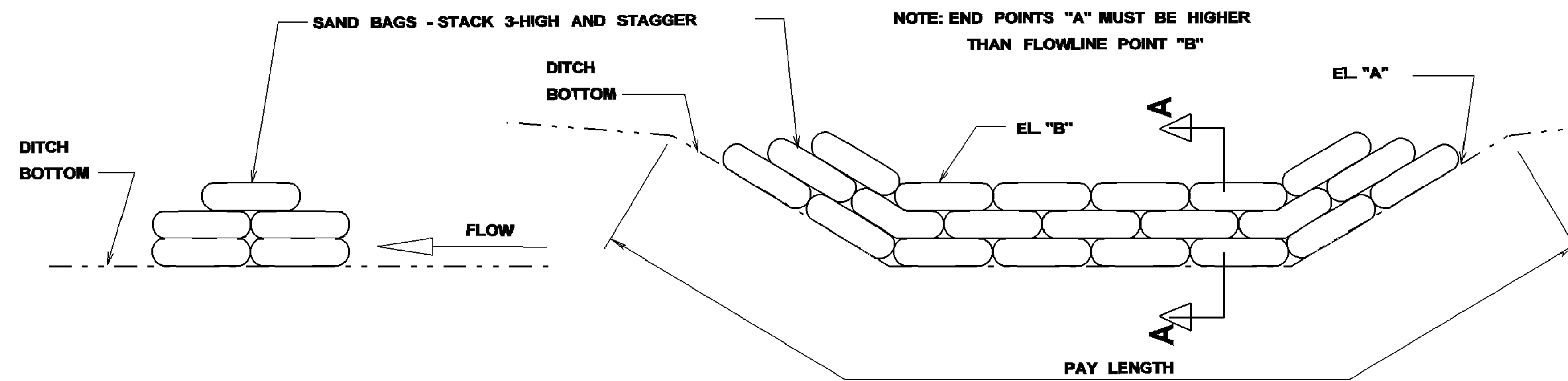
DETAIL (DITCH CHECK)

NOTES:

1. MINIMUM RECOMMENDED PLACEMENT INTERVAL BETWEEN SAND BAG DITCH CHECK IS 100' UNLESS SHOWN OTHERWISE ON THE PLANS OR APPROVED BY THE ENGINEER. SEE SPACING GUIDANCE ON ECD-4.
2. PREVENTING SEDIMENT FROM ENTERING A PAVED DITCH IS PREFERABLE TO CAPTURING SEDIMENT WITHIN PAVED DITCH.

SAND BAG DITCH CHECK SELECTION GUIDELINES

SAND BAG DITCH CHECKS ARE USED FOR VELOCITY REDUCTION AND MINIMAL SEDIMENT TRAPPING IN CONCRETE PAVED DITCHES OR IN DITCHES THAT HAVE ROCKY BOTTOMS.

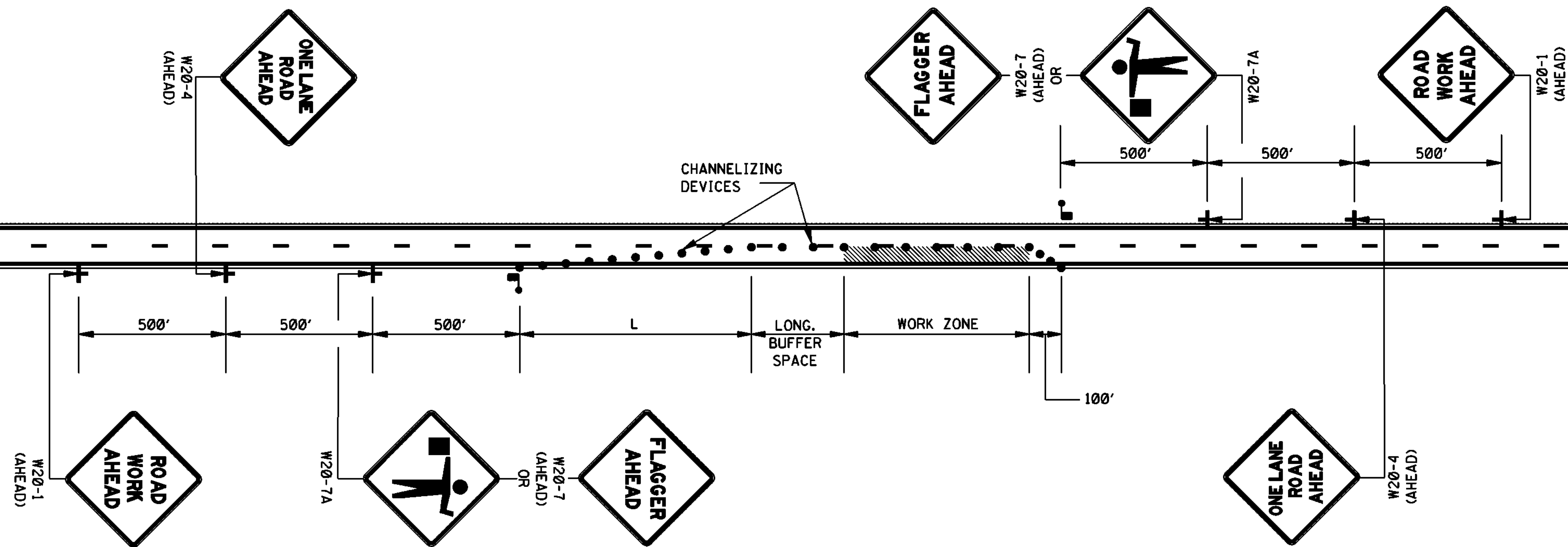


SECTION A-A

ELEVATION DETAIL

MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
DETAILS OF EROSION CONTROL	
SANDBAG DITCH CHECK	
DATE	FILENAME: EROSION_CONTROL/ECD-20.DGN
DESIGN TEAM	CHECKED DATE
WORKING NUMBER	
ECD-20	
SHEET NUMBER	
26	

STATE	PROJECT NO.
MISS.	



LEGEND

- FLAGGER
- CHANNELIZING DEVICES

GENERAL NOTES:

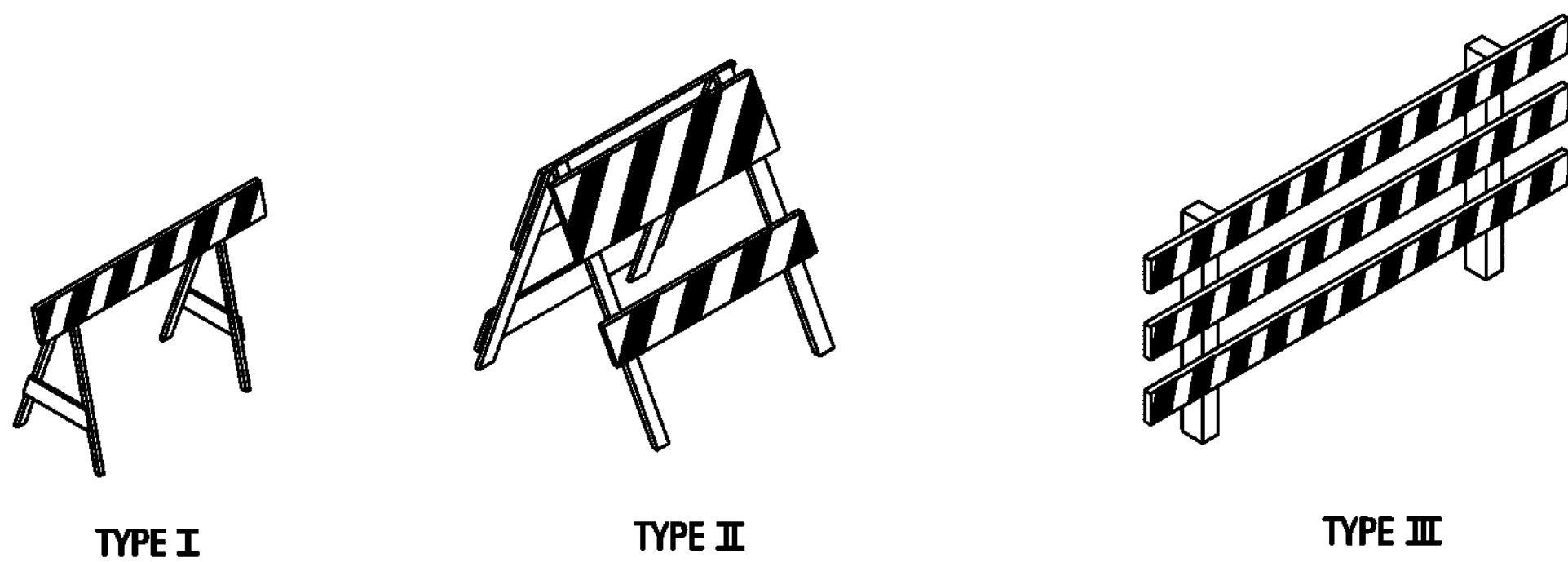
1. THE LOCATION OF CHANNELIZING DEVICES AND THE WORK AREA LAYOUT SHALL BE BASED ON THE CRITERIA IN THE FOLLOWING TABLE:

POSTED SPEED AND/OR DESIGN SPEED	MAXIMUM CHANNELIZING DEVICE SPACING (ft)		MINIMUM LONGITUDINAL BUFFER SPACE (ft)	TAPER + RATES
	TAPER	ALONG LANE LINE & WORK ZONE		
mph				
≤40	40	80	170	27:1
45	45	90	220	45:1
50	50	100	280	50:1
55	55	110	335	55:1
60	60	120	415	60:1
65	65	130	485	65:1
70	70	140	575	70:1

- † NOTE: TAPER RATES ARE DETERMINED USING THE FOLLOWING EQUATIONS:
 $L = WS$ FOR SPEEDS OF 45 mph OR GREATER
 $L = WS^2/60$ FOR SPEEDS OF 40 mph OR LESS
 WHERE: L = MINIMUM LENGTH OF TAPER IN FEET
 W = WIDTH OF OFFSET (USUALLY LANE WIDTH) IN FEET
 S = DESIGN SPEED OR 85TH PERCENTILE SPEED IN MILES PER HOUR

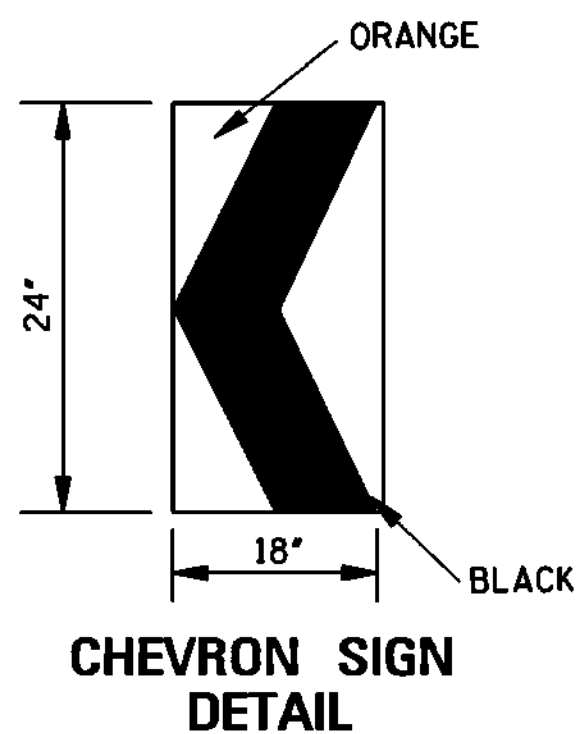
2. ALL CHANNELIZING DEVICES SHALL BE A MINIMUM OF 24" IN HEIGHT.
3. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK IS TO BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.
4. DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 48" x 48".
5. WHEN THERE IS NO EXISTING HAZARD OR AT THE END OF THE WORK DAY, ALL SIGNS SHALL BE COVERED OR REMOVED AND ALL CHANNELIZING DEVICES SHALL BE MOVED TO THE SHOULDER EDGE.
6. WHERE THE WORK ZONE IS STATIONARY, THE W20-7 (500 FT.) SIGN OR THE W20-7A SIGN TOGETHER WITH THE W20-7 (500 FT.) SUPPLEMENTAL PLATE SHOULD BE USED TO INDICATE THE DISTANCE TO THE FLAGGER.

[illegible]

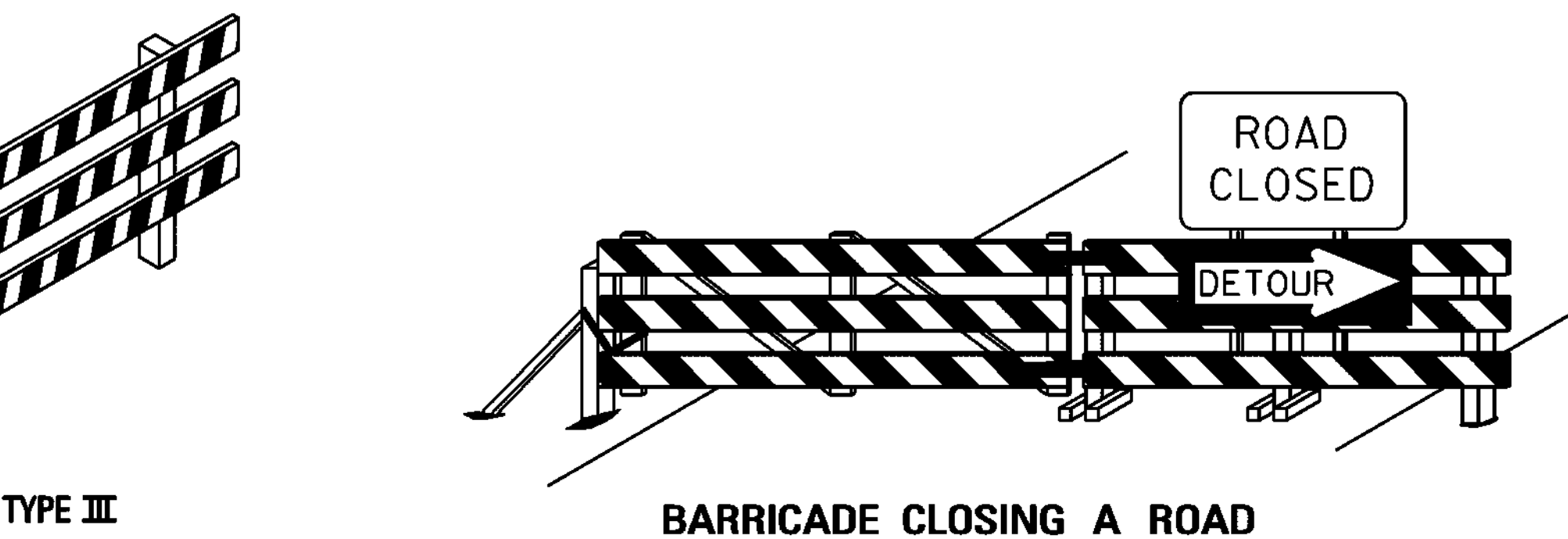


STANDARD BARRICADES

1. A TYPE I BARRICADE CONSISTS OF ONE (1) HORIZONTAL RAIL SUPPORTED BY A DEMOUNTABLE FRAME OR A LIGHT "A" FRAME. A TYPE I BARRICADE NORMALLY WOULD BE USED ON CONVENTIONAL ROADS OR URBAN STREETS AND ARTERIALS.
2. A TYPE II BARRICADE CONSISTS OF TWO (2) HORIZONTAL RAILS ON A LIGHT "A" FRAME. TYPE II BARRICADES ARE INTENDED FOR USE ON EXPRESSWAYS AND FREEWAYS AND OTHER HIGH-SPEED ROADWAYS.
3. TYPE I AND TYPE II BARRICADES ARE INTENDED FOR USE WHERE THE HAZARD IS RELATIVELY SMALL AS, FOR EXAMPLE, ON CITY STREETS, OR FOR THE MORE OR LESS CONTINUOUS DELIMITING OF A RESTRICTED ROADWAY, OR FOR TEMPORARY DAYTIME USE.
4. A TYPE III BARRICADE CONSISTS OF THREE (3) HORIZONTAL RAILS SUPPORTED BY FIXED POSTS, A RIGID SKID, A HEAVY DEMOUNTABLE FRAME OR A HEAVY, HINGED "A" FRAME.
5. TYPE III BARRICADES ARE INTENDED FOR USE ON CONSTRUCTION AND MAINTENANCE PROJECTS AS WING BARRICADES AND AT ROAD CLOSURES, WHERE THEY MUST REMAIN IN PLACE FOR EXTENDED PERIODS.
6. THE MARKING FOR BARRICADE RAILS SHALL BE ORANGE AND WHITE (SLOPING DOWNWARD AT AN ANGLE OF 45° IN THE DIRECTION TRAFFIC IS TO PASS).
7. DO NOT PLACE SANDBAGS OR OTHER DEVICES TO PROVIDE MASS ON THE BOTTOM RAIL THAT WILL BLOCK VIEW OR RAIL FACE.
8. FOR ADDITIONAL INFORMATION OR DETAILS, SEE MUTCD, LATEST EDITION.



1. A CHEVRON SIGN CONSISTS OF A BLACK CHEVRON TYPE MARKING ON AN ORANGE BACKGROUND AND SHALL POINT IN THE DIRECTION OF TRAFFIC FLOW.
2. THE CHEVRON SIGN SHALL BE MOUNTED ON FIXED POST OR RIGID SKID.
3. CHEVRON SIGNS MAY BE USED TO SUPPLEMENT OTHER STANDARD DEVICES WHERE ONE OR MORE LANES ARE CLOSED FOR CONSTRUCTION OR MAINTENANCE. THEY SHALL BE PLACED APPROXIMATELY 2'-0" BEHIND THE LANE TRANSITION STRIPE.

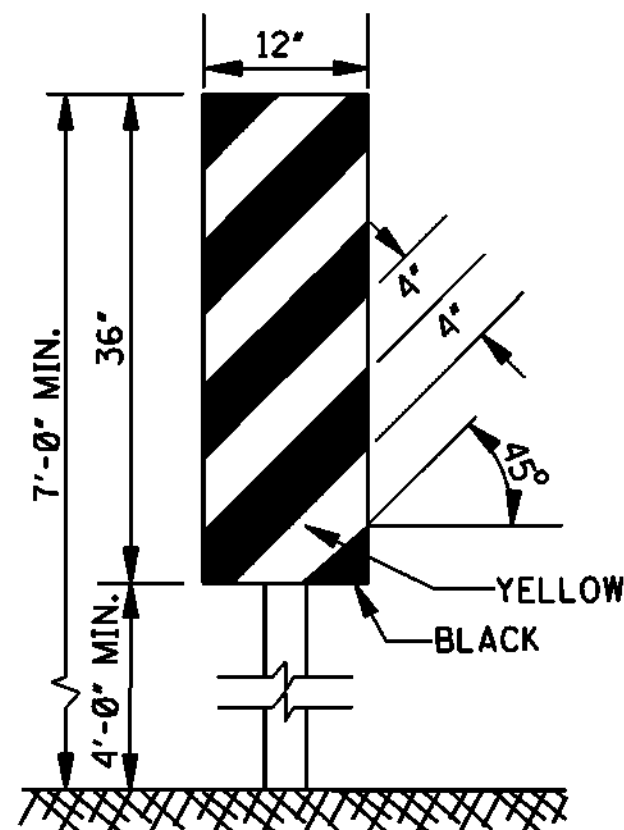


BARRICADE CLOSING A ROAD

BARRICADE CHARACTERISTICS

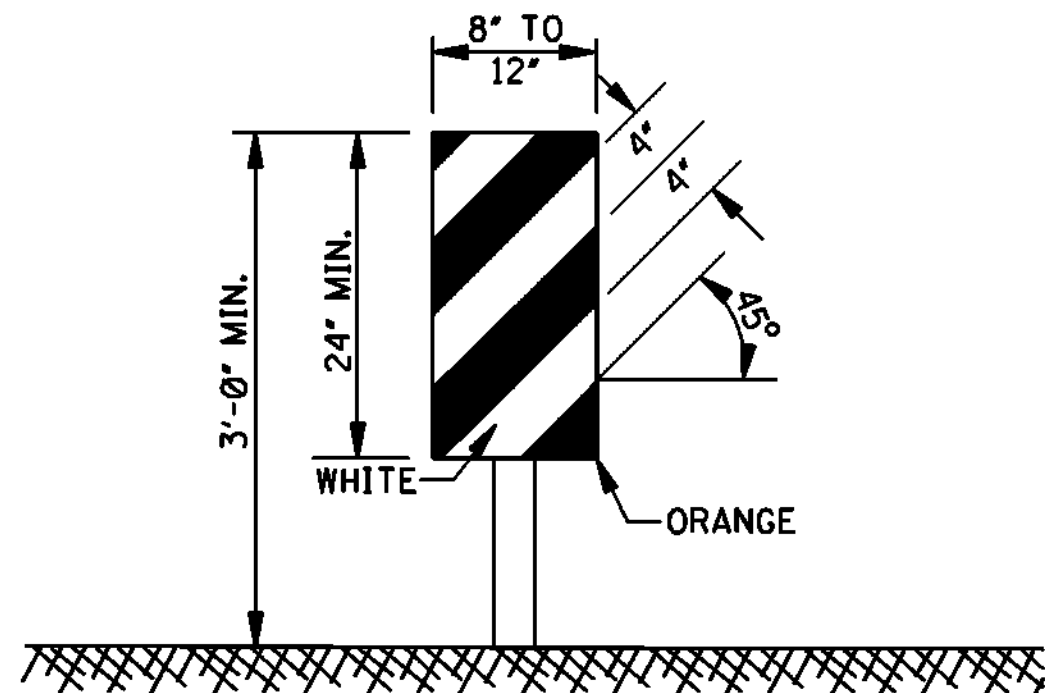
	I	II	III
WIDTH OF RAIL **	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.
LENGTH OF RAIL **	24" MIN.	24" MIN.	48" MIN.
WIDTH OF STRIPE *	6"	6"	6"
HEIGHT	36" MIN.	36" MIN.	60" MIN.
NUMBER OF REFLECTORIZED RAIL FACES	2 (ONE EACH DIRECTION)	4 (TWO EACH DIRECTION)	3 IF FACING TRAFFIC IN ONE DIRECTION 6 IF FACING TRAFFIC IN TWO DIRECTIONS
TYPE OF FRAME	LIGHT	LIGHT "A" FRAME	POST OR SKID

- * 1. FOR RAILS LESS THAN 36" LONG, 4" WIDE STRIPES MAY BE USED.
- ** 2. BARRICADES INTENDED FOR USE ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH SPEED ROADWAYS, SHALL HAVE A MINIMUM OF 270 in² OF REFLECTIVE AREA FACING TRAFFIC.



TYPE 3 OBJECT MARKER (OM-3R)

1. TYPE 3 OBJECT MARKERS SHALL BE USED AT ALL EXPOSED BRIDGE ABUTMENTS AND AT OTHER LOCATIONS AS DEEMED NECESSARY BY THE ENGINEER.
2. THE OM-3R IS SHOWN. THE OM-3L IS SIMILAR EXCEPT THE STRIPES SLOPE DOWNWARD FROM THE UPPER LEFT SIDE TO THE LOWER RIGHT SIDE AND SHALL BE PLACED ON THE LEFT SIDE OF THE OBJECT.
3. THE INSIDE EDGE OF THE MARKER SHALL BE IN LINE WITH THE INNER EDGE OF THE OBSTRUCTION.

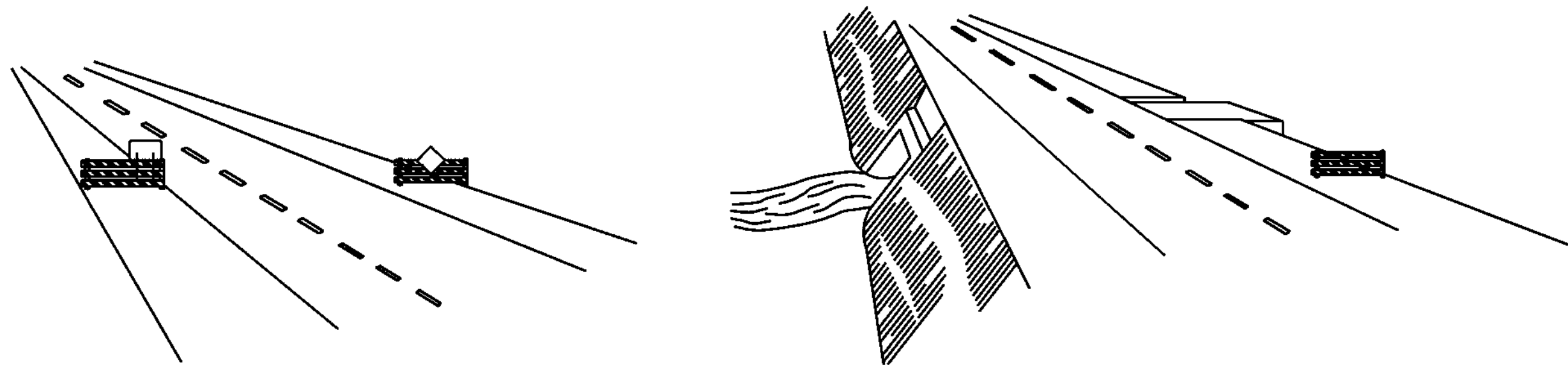


VERTICAL PANEL

1. VERTICAL PANELS CONSIST OF AT LEAST ONE PANEL 8" TO 12" IN WIDTH AND A MINIMUM OF 24" IN HEIGHT.
2. THE DIAGONAL STRIPES SHALL SLOPE DOWNWARD IN THE DIRECTION THAT TRAFFIC IS TO PASS THE PANEL. THE PANELS SHALL BE MOUNTED WITH THE TOP A MINIMUM OF 36" ABOVE THE ROADWAY ON A SINGLE LIGHTMASS POST.
3. VERTICAL PANELS USED ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH-SPEED ROADWAYS SHALL HAVE A MINIMUM OF 270 in² OF RETROREFLECTIVE AREA FACING TRAFFIC.
4. FOR TWO-WAY TRAFFIC OPERATIONS, BACK-TO-BACK PANELS SHALL BE USED.

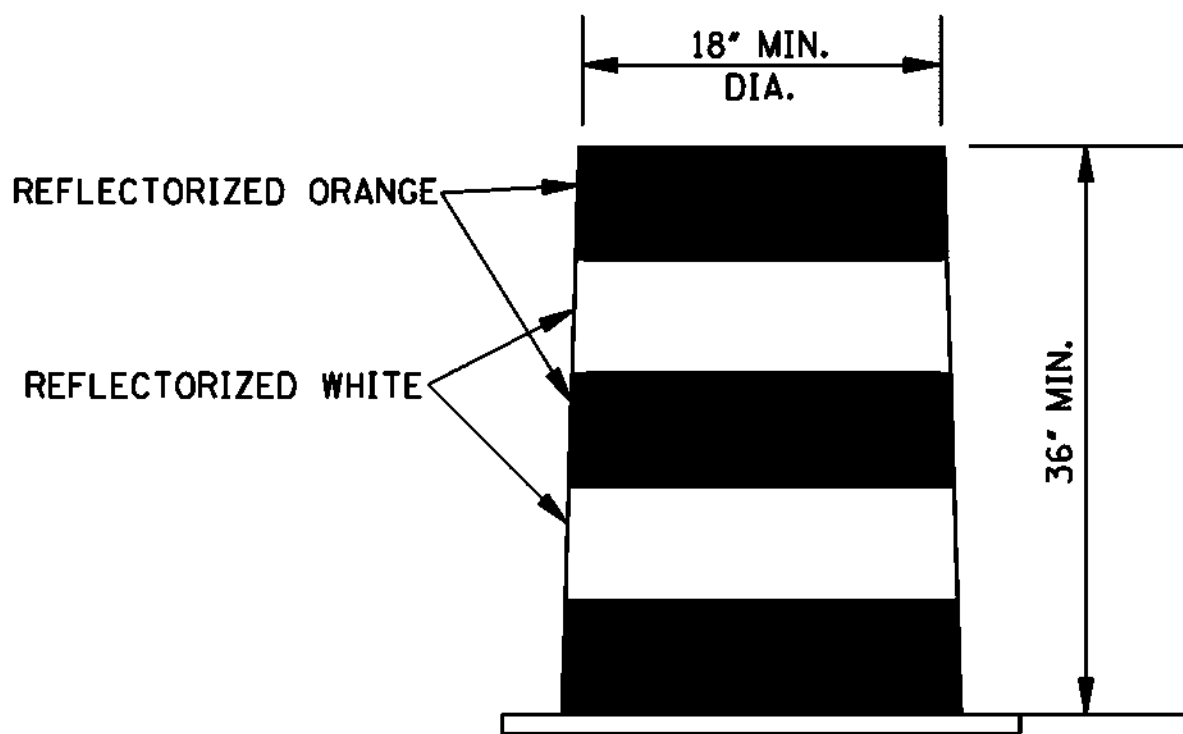
GENERAL NOTES:

1. MARKINGS ON ALL DEVICES SHOWN ON THIS SHEET SHALL BE HIGH INTENSITY REFLECTIVE SHEETING.
2. THE TRAFFIC CONTROL PLAN WILL LIST THE VARIOUS TRAFFIC CONTROL DEVICES REQUIRED FOR EACH PROJECT.



WING BARRICADES

1. WING BARRICADES ARE TYPE III BARRICADES ERECTED ON THE SHOULDER ON ONE OR BOTH SIDES OF THE PAVEMENT TO GIVE THE SENSATION OF A NARROWING OR RESTRICTED ROADWAY. WING BARRICADES MAY BE USED AS A MOUNTING FOR THE ADVANCE WARNING SIGNS OR FLASHERS.
2. WING BARRICADES SHOULD BE USED:
A. IN ADVANCE OF A CONSTRUCTION PROJECT EVEN WHEN NO PART OF THE ROADWAY IS ACTUALLY CLOSED.
B. IN ADVANCE OF ALL BRIDGE OR CULVERT WIDENING OPERATIONS.



PLASTIC DRUM STRIPING DETAIL

1. PLASTIC DRUMS SHALL BE ON END AND USED AS AN EXPEDIENT METHOD FOR TRAFFIC CHANNELIZATION. THE COLOR AND MARKING OF DRUMS SHALL BE CONSISTENT WITH MARKING STANDARDS FOR BARRICADE. THE PREDOMINANT COLOR ON DRUMS SHALL BE ORANGE WITH FOUR (4) REFLECTORIZED, HORIZONTAL, CIRCUMFERENTIAL STRIPES (2 ORANGE & 2 WHITE) 6" WIDE.
2. DRUMS SHOULD NEVER BE PLACED IN THE ROADWAY WITHOUT WARNING SIGNS.
3. WHERE PRACTICAL PLASTIC DRUMS SHALL BE PLACED NO CLOSER THAN 3'-0" FROM THE EDGE OF TRAVELED LANE.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
HIGHWAY SIGN AND BARRICADE DETAILS FOR CONSTRUCTION PROJECTS	
WORKING NUMBER TCP-10	
SHEET NUMBER 6259	
ISSUE DATE: OCTOBER 1, 1998	



City of Hattiesburg, MS

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

Master

File Number: 2018-108

File ID: 2018-108

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 12/27/2017

Brief Title: Accept Bid for Lamar Blvd Infrastructure Improvements Project

Final Action:

Minute Book Number: MB2018-6

Title:

Acknowledge receipt of bids on December 14, 2017 for the Lamar Boulevard Infrastructure Improvements Project and accept bid from C B Developers, Inc. in the amount of \$392,099.40 as the lowest and best bid; authorize Mayor to execute contract for same upon preparation.

Notes:

Agenda Date: 01/02/2018

Indexes:

Agenda Number: VII.-5

Sponsors:

Enactment Date:

Attachments: Certified Bid Tab, 11248_Swr_Plans_Final
Set_Signed_2017-10-09, 11248_Specs_Review
Set_2017-11-1_(Lamar)

Enactment Number:

Contact:

Meeting Date: 01/02/2018

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	01/02/2018					

Text of Legislative File 2018-108

Title

Acknowledge receipt of bids on December 14, 2017 for the Lamar Boulevard Infrastructure Improvements Project and accept bid from C B Developers, Inc. in the amount of \$392,099.40 as the lowest and best bid; authorize Mayor to execute contract for same upon preparation.

Summary

Acknowledge receipt of bids on December 14, 2017 for the Lamar Boulevard Infrastructure Improvements Project and accept bid from C B Developers, Inc. in the amount of \$392,099.40 as the lowest and best bid; authorize Mayor to execute contract for same upon preparation.

Budget Information

075695.7220.67

Expenditure Type

MB

Purchasing Item

Sealed Bid



Engineering Progress

December 18, 2017

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

Attn: Lamar Rutland, P.E.

RE: Infrastructure Improvements along Lamar Boulevard
City of Hattiesburg, MS

Dear Lamar:

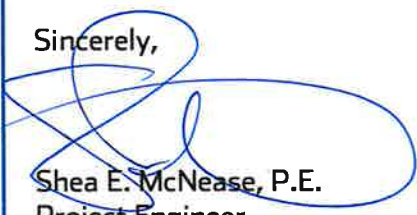
I have certified the enclosed bid tabulation that represents all bids that were received and opened at 10:00 a.m. on December 14, 2017 for the above referenced project.

I am recommending C.B. Developers, Inc. of Hattiesburg, MS in the bid amount of Three Hundred Ninety-Two Thousand, Ninety-Nine Dollars and Forty Cents (\$392,099.40).

Enclosed is a copy of the original bid from C.B. Developers, Inc. and the original bids from all other bidders.

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

Sincerely,



Shea E. McNease, P.E.
Project Engineer

/aa

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

G:\PROJECTS\Hattiesburg_City OF\11248 - Infrastructure Improvements Along Lamar Boulevard\Corres\11248_Recommend Award_(Lamar).Docx

BID TAB December 14,2017				C.B. Developers, Inc. 1716 Evelyn Gandy Pkwy, Suite 40 Hattiesburg, MS 39401		Myers Underground Utilities, LLC 408 Ryan Road Hattiesburg, MS 39401		SCI, Inc. 3586 Sangani Blvd, Suite L D'Iberville, MS 39540	
Project: Sewer Extension Along Lamar Boulevard									
Project No. 11248									
BASE BID									
Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
	Sewer Pipe Items								
1	8" SDR 26 PVC Sewer Pipe (0'-6')	150	Lin. Ft.	\$20.85	\$3,127.50	\$31.00	\$4,650.00	\$19.60	\$2,940.00
2	8" SDR 26 PVC Sewer Pipe (6'-8')	766	Lin. Ft.	\$20.85	\$15,971.10	\$36.00	\$27,576.00	\$26.30	\$20,145.80
3	8" SDR 26 PVC Sewer Pipe (8'-10')	1,335	Lin. Ft.	\$23.20	\$30,972.00	\$44.00	\$58,740.00	\$34.40	\$45,924.00
4	8" SDR 26 PVC Sewer Pipe (10'-12')	375	Lin. Ft.	\$26.72	\$10,020.00	\$49.00	\$18,375.00	\$40.90	\$15,337.50
5	10" DI Sewer Pipe (0'-6')	50	Lin. Ft.	\$82.12	\$4,106.00	\$83.00	\$4,150.00	\$100.90	\$5,045.00
6	4" 150 PSI PVC Sewer Force Main Pipe (All Depths) (Open Cut)	2,225	Lin. Ft.	\$7.85	\$17,466.25	\$10.50	\$23,362.50	\$8.90	\$19,802.50
7	Abandonement of Existing Sewer Line	412	Lin. Ft.	\$5.87	\$2,418.44	\$6.50	\$2,678.00	\$3.00	\$1,236.00
	Manhole Items								
8	48" Precast Concrete Sewer Manhole (0'-6')	0	Each	\$3,557.59	\$0.00	\$0.00	\$0.00	\$2,400.00	\$0.00
9	48" Precast Concrete Sewer Manhole (6'-8')	1	Each	\$3,616.30	\$3,616.30	\$1,900.00	\$1,900.00	\$2,475.20	\$2,475.20
10	48" Precast Concrete Sewer Manhole (8'-10')	5	Each	\$3,851.12	\$19,255.60	\$2,100.00	\$10,500.00	\$2,736.10	\$13,680.50
11	48" Precast Concrete Sewer Manhole (10'-12')	3	Each	\$4,144.65	\$12,433.95	\$2,300.00	\$6,900.00	\$2,906.30	\$8,718.90
12	48" Precast Concrete Sewer Manhole (12'-14')	1	Each	\$5,929.32	\$5,929.32	\$2,725.00	\$2,725.00	\$3,974.90	\$3,974.90
13	Air Release & Vacuum Valve Assembly w/ Manhole	1	Each	\$5,764.94	\$5,764.94	\$2,800.00	\$2,800.00	\$4,740.50	\$4,740.50
14	Sewer Pump Station (Incl: Pumps, Control Panel w/ Slab, Electrical Service, Wetwell, Valve Pit, Piping, Fittings, Etc - As Detailed)	1	Lump Sum	\$137,310.09	\$137,310.09	\$122,500.00	\$122,500.00	\$154,725.00	\$154,725.00
15	Abandonement of Existing Manhole	1	Each	\$3,815.90	\$3,815.90	\$1,000.00	\$1,000.00	\$500.00	\$500.00
16	Abandonement of Existing Pump Station	1	Lump Sum	\$3,815.90	\$3,815.90	\$50.00	\$50.00	\$2,000.00	\$2,000.00
	Sewer Service Items								
17	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	120	Lin. Ft.	\$14.68	\$1,761.60	\$13.50	\$1,620.00	\$36.70	\$4,404.00
18	8"x8"x6" PVC Tee	4	Each	\$388.47	\$1,553.88	\$125.00	\$500.00	\$151.00	\$604.00
19	4" PVC Cleanout	5	Each	\$410.07	\$2,050.35	\$400.00	\$2,000.00	\$242.20	\$1,211.00
	Miscellaneous Construction Items								

BID TAB		December 14,2017		DNA Underground, LLC		Miller Enterprise LLC		Nordan Contracting Company, Inc.	
Project:		Sewer Extension Along Lamar Boulevard		16101 S Swan Road		136 Wilson Road		PO Box 336	
Project No.		11248		Gulfport, MS 39503		Hattiesburg, MS 39402		Saraland, AL 36571	

BASE BID									
Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
	Sewer Pipe Items								
1	8" SDR 26 PVC Sewer Pipe (0'-6')	150	Lin. Ft.	\$35.00	\$5,250.00	\$16.34	\$2,451.00	\$26.50	\$3,975.00
2	8" SDR 26 PVC Sewer Pipe (6'-8')	766	Lin. Ft.	\$37.00	\$28,342.00	\$18.49	\$14,163.34	\$28.50	\$21,831.00
3	8" SDR 26 PVC Sewer Pipe (8'-10')	1,335	Lin. Ft.	\$37.00	\$49,395.00	\$21.72	\$28,996.20	\$32.50	\$43,387.50
4	8" SDR 26 PVC Sewer Pipe (10'-12')	375	Lin. Ft.	\$39.00	\$14,625.00	\$27.11	\$10,166.25	\$38.50	\$14,437.50
5	10" DI Sewer Pipe (0'-6')	50	Lin. Ft.	\$63.00	\$3,150.00	\$86.39	\$4,319.50	\$62.60	\$3,130.00
6	4" 150 PSI PVC Sewer Force Main Pipe (All Depths) (Open Cut)	2,225	Lin. Ft.	\$20.00	\$44,500.00	\$10.05	\$22,361.25	\$14.80	\$32,930.00
7	Abandonement of Existing Sewer Line	412	Lin. Ft.	\$4.00	\$1,648.00	\$7.36	\$3,032.32	\$7.70	\$3,172.40
	Manhole Items								
8	48" Precast Concrete Sewer Manhole (0'-6')	0	Each	\$5,000.00	\$0.00	\$2,899.32	\$0.00	\$3,056.00	\$0.00
9	48" Precast Concrete Sewer Manhole (6'-8')	1	Each	\$3,800.00	\$3,800.00	\$3,594.21	\$3,594.21	\$3,723.00	\$3,723.00
10	48" Precast Concrete Sewer Manhole (8'-10')	5	Each	\$4,000.00	\$20,000.00	\$4,335.38	\$21,676.90	\$4,690.00	\$23,450.00
11	48" Precast Concrete Sewer Manhole (10'-12')	3	Each	\$4,400.00	\$13,200.00	\$5,346.75	\$16,040.25	\$5,400.00	\$16,200.00
12	48" Precast Concrete Sewer Manhole (12'-14')	1	Each	\$5,000.00	\$5,000.00	\$7,033.76	\$7,033.76	\$6,276.00	\$6,276.00
13	Air Release & Vacuum Valve Assembly w/ Manhole	1	Each	\$4,500.00	\$4,500.00	\$4,828.29	\$4,828.29	\$5,674.00	\$5,674.00
14	Sewer Pump Station (Incl: Pumps, Control Panel w/ Slab, Electrical Service, Wetwell, Valve Pit, Piping, Fittings, Etc - As Detailed)	1	Lump Sum	\$188,000.00	\$188,000.00	\$186,789.47	\$186,789.47	\$178,878.00	\$178,878.00
15	Abandonement of Existing Manhole	1	Each	\$500.00	\$500.00	\$1,454.62	\$1,454.62	\$600.00	\$600.00
16	Abandonement of Existing Pump Station	1	Lump Sum	\$2,500.00	\$2,500.00	\$3,122.21	\$3,122.21	\$1,500.00	\$1,500.00
	Sewer Service Items								
17	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	120	Lin. Ft.	\$20.00	\$2,400.00	\$19.15	\$2,298.00	\$22.45	\$2,694.00
18	8"x8"x6" PVC Tee	4	Each	\$200.00	\$800.00	\$115.35	\$461.40	\$215.00	\$860.00
19	4" PVC Cleanout	5	Each	\$250.00	\$1,250.00	\$144.74	\$723.70	\$427.00	\$2,135.00
	Miscellaneous Construction Items								

BID TAB December 14,2017				C.B. Developers, Inc.		Myers Underground Utilities, LLC		SCI, Inc.	
Project: Sewer Extension Along Lamar Boulevard				1716 Evelyn Gandy Pkwy, Suite 40		408 Ryan Road		3586 Sangani Blvd, Suite L	
Project No. 11248				Hattiesburg, MS 39401		Hattiesburg, MS 39401		D'Iberville, MS 39540	
BASE BID									
20	Crushed Aggregate (Pump Station and Trench Repair in Pav'nt) (Size 825)	270	Ton	\$50.49	\$13,632.30	\$70.00	\$18,900.00	\$62.00	\$16,740.00
21	Select Fill Material for Trench Repair in Pavement (Class 9, Group C), LVM	600	Cu. Yd.	\$8.81	\$5,286.00	\$15.50	\$9,300.00	\$14.00	\$8,400.00
22	Fill Material for Pump Station Construciton (Class B9), LVM	1,341	Cu. Yd.	\$12.33	\$16,534.53	\$17.75	\$23,802.75	\$14.00	\$18,774.00
23	Concrete Pavement Repair (All Depths)	265	Sq. Yd.	\$93.93	\$24,891.45	\$30.00	\$7,950.00	\$55.00	\$14,575.00
24	Asphalt Pavement Repair (All Depths)	26	Sq. Yd.	\$164.38	\$4,273.88	\$82.00	\$2,132.00	\$82.50	\$2,145.00
25	Concrete Curb & Gutter (Match Existing Type)	152	Lin. Ft.	\$35.22	\$5,353.44	\$42.00	\$6,384.00	\$22.00	\$3,344.00
26	18" Reinforced Concrete Pipe, Class III, Rubber Gaskets	88	Lin. Ft.	\$28.47	\$2,505.36	\$33.00	\$2,904.00	\$41.30	\$3,634.40
27	18" Flared End Section for RCP, Class III, with Toe Wall	2	Each	\$780.79	\$1,561.58	\$600.00	\$1,200.00	\$503.10	\$1,006.20
28	Loose RipRap (Size 200)	46	Tons	\$68.10	\$3,132.60	\$130.00	\$5,980.00	\$79.00	\$3,634.00
29	6 Ft Tall Class II Chain Link Fence System w/ Barbed Wire on Top	175	Lin. Ft.	\$29.35	\$5,136.25	\$21.80	\$3,815.00	\$47.20	\$8,260.00

BID TAB Project: Sewer Extension Along Lamar Boulevard Project No. 11248 December 14,2017 DNA Underground, LLC 16101 S Swan Road Gulfport, MS 39503 Miller Enterprise LLC 136 Wilson Road Hattiesburg, MS 39402 Nordan Contracting Company, Inc. PO Box 336 Saraland, AL 36571									
BASE BID									
20	Crushed Aggregate (Pump Station and Trench Repair in Pav'nt) (Size 825)	270	Ton	\$42.00	\$11,340.00	\$55.77	\$15,057.90	\$60.42	\$16,313.40
21	Select Fill Material for Trench Repair in Pavement (Class 9, Group C), LVM	600	Cu. Yd.	\$10.00	\$6,000.00	\$12.60	\$7,560.00	\$19.33	\$11,598.00
22	Fill Material for Pump Station Construciton (Class B9), LVM	1,341	Cu. Yd.	\$10.00	\$13,410.00	\$14.18	\$19,015.38	\$12.80	\$17,164.80
23	Concrete Pavement Repair (All Depths)	265	Sq. Yd.	\$50.00	\$13,250.00	\$71.11	\$18,844.15	\$98.50	\$26,102.50
24	Asphalt Pavement Repair (All Depths)	26	Sq. Yd.	\$35.00	\$910.00	\$79.43	\$2,065.18	\$80.00	\$2,080.00
25	Concrete Curb & Gutter (Match Existing Type)	152	Lin. Ft.	\$12.00	\$1,824.00	\$24.33	\$3,698.16	\$20.00	\$3,040.00
26	18" Reinforced Concrete Pipe, Class III, Rubber Gaskets	88	Lin. Ft.	\$60.00	\$5,280.00	\$35.67	\$3,138.96	\$45.50	\$4,004.00
27	18" Flared End Section for RCP, Class III, with Toe Wall	2	Each	\$850.00	\$1,700.00	\$694.63	\$1,389.26	\$1,123.00	\$2,246.00
28	Loose RipRap (Size 200)	46	Tons	\$60.00	\$2,760.00	\$103.12	\$4,743.52	\$78.00	\$3,588.00
29	6 Ft Tall Class II Chain Link Fence System w/ Barbed Wire on Top	175	Lin. Ft.	\$40.00	\$7,000.00	\$28.00	\$4,900.00	\$24.00	\$4,200.00

BID TAB December 14,2017				C.B. Developers, Inc.		Myers Underground Utilities, LLC		SCI, Inc.	
Project: Sewer Extension Along Lamar Boulevard				1716 Evelyn Gandy Pkwy, Suite 40		408 Ryan Road		3586 Sangani Blvd, Suite L	
Project No. 11248				Hattiesburg, MS 39401		Hattiesburg, MS 39401		D'Iberville, MS 39540	
BASE BID									
30	Single Leaf Chain Link Swing Gate System w/ Lock & Barbed Wire	1	Each	\$998.00	\$998.00	\$320.00	\$320.00	\$431.30	\$431.30
31	Double Leaf Chain Link Swing Gate System w/ Lock & Barbed Wire	1	Each	\$1,408.95	\$1,408.95	\$260.00	\$260.00	\$862.50	\$862.50
32	Landscape Restoration (Inc. Top Soil, Plants, Mulch, Watering, etc.)	440	SF	\$8.22	\$3,616.80	\$10.00	\$4,400.00	\$8.00	\$3,520.00
33	Solid Sod (Incl. Sod, Top Soil, Fertilizer, Watering, etc.)	725	SY	\$5.28	\$3,828.00	\$5.75	\$4,168.75	\$6.50	\$4,712.50
34	Grassing	1	Acre	\$1,526.36	\$1,526.36	\$4,300.00	\$4,300.00	\$4,800.00	\$4,800.00
35	Erosion Control	1	Lump Sum	\$3,522.37	\$3,522.37	\$4,025.00	\$4,025.00	\$6,000.00	\$6,000.00
36	Mobilization	1	Lump Sum	\$10,567.10	\$10,567.10	\$31,550.00	\$31,550.00	\$41,520.40	\$41,520.40
37	Maintenance of Traffic	1	Lump Sum	\$2,935.31	\$2,935.31	\$6,800.00	\$6,800.00	\$6,900.00	\$6,900.00
Bid Total:				\$392,099.40		\$430,218.00		\$456,724.10	

BID TAB				December 14,2017		DNA Underground, LLC		Miller Enterprise LLC		Nordan Contracting Company, Inc.	
Project: Sewer Extension Along Lamar Boulevard						16101 S Swan Road		136 Wilson Road		PO Box 336	
Project No. 11248						Gulfport, MS 39503		Hattiesburg, MS 39402		Saraland, AL 36571	

BASE BID									
30	Single Leaf Chain Link Swing Gate System w/ Lock & Barbed Wire	1	Each	\$1,500.00	\$1,500.00	\$233.85	\$233.85	\$660.00	\$660.00
31	Double Leaf Chain Link Swing Gate System w/ Lock & Barbed Wire	1	Each	\$1,800.00	\$1,800.00	\$539.67	\$539.67	\$1,980.00	\$1,980.00
32	Landscape Restoration (Inc. Top Soil, Plants, Mulch, Watering, etc.)	440	SF	\$10.00	\$4,400.00	\$54.20	\$23,848.00	\$20.00	\$8,800.00
33	Solid Sod (Incl. Sod, Top Soil, Fertilizer, Watering, etc.)	725	SY	\$8.00	\$5,800.00	\$9.37	\$6,793.25	\$13.50	\$9,787.50
34	Grassing	1	Acre	\$2,000.00	\$2,000.00	\$2,676.42	\$2,676.42	\$2,400.00	\$2,400.00
35	Erosion Control	1	Lump Sum	\$4,500.00	\$4,500.00	\$8,755.31	\$8,755.31	\$7,175.00	\$7,175.00
36	Mobilization	1	Lump Sum	\$15,000.00	\$15,000.00	\$47,399.40	\$47,399.40	\$83,000.00	\$83,000.00
37	Maintenance of Traffic	1	Lump Sum	\$5,000.00	\$5,000.00	\$19,853.99	\$19,853.99	\$2,000.00	\$2,000.00
Bid Total:					\$492,334.00		\$524,025.07	*	\$570,992.60

This is to certify that I have checked the tabulation of the bids received by the City of Hattiesburg on December 14, 2017, and that said tabulation is true and correct to the best of my belief.



Shea E. McNease, P.E.

Comments:

*Mathematical Correction

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PUBLIC UTILITIES

CABLE
COMCAST
2100 LINCOLN RD
HATTIESBURG, MS 39402
(601) 264-1188

POWER
PEARL RIVER VALLY EPA
6803 U.S. HIGHWAY 98
HATTIESBURG, MS 39402
(601) 264-2458

TELECOMM
AT&T
P.O. BOX 1191
HATTIESBURG, MS 39401
(601) 545-6424

INLINE
405 LEGACY PARK
RIDGELAND, MS 39157
(601) 956-8909
(888) 346-5463

TELEPAK DBA CSPIRE FIBER
1018 HIGHLAND COLONY PKWY
SUITE 300
RIDGELAND, MS 39157
(855) 277-4732

SOUTHERN LIGHT LLC
9501 INTERNATIONAL COURT NORTH
ST. PETERSBURG, FL 33716
(727) 471-5600

GAS
WILMUT GAS
P.O. BOX 1649
HATTIESBURG, MS 39403
(601) 544-6001

SEWER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
900 JAMES ST
HATTIESBURG, MS 39403
(601) 545-4530

WATER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
900 JAMES ST
HATTIESBURG, MS 39403
(601) 545-4530

ARNOLD LINE WATER ASSOC
4901 W 4TH ST
HATTIESBURG, MS 39402
(601) 264-7111

NORTH LAMAR WATER ASSOC
4906 OLD HWY 11
SUITE 9
HATTIESBURG, MS 39402
(601) 264-1157

TRAFFIC
CITY OF HATTIESBURG
TRAFFIC DEPT.
125 WALNUT ST
HATTIESBURG, MS 39401
(601) 545-4626

CONSTRUCTION PLANS

FOR

SEWER EXTENSION

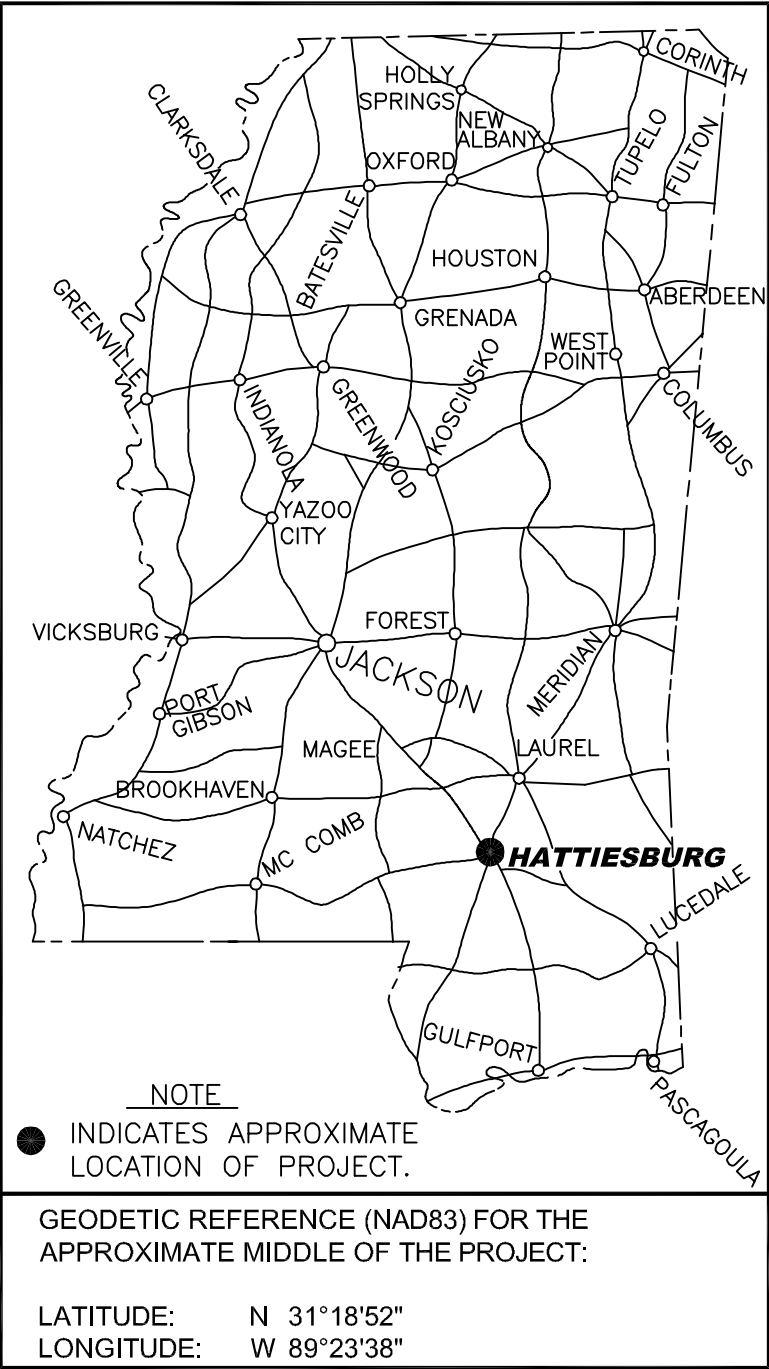
ALONG LAMAR BOULEVARD

FOR THE

CITY OF HATTIESBURG

LAMAR COUNTY

MISSISSIPPI



DETAILED SHEET INDEX

SHEET No.	WRK No.	DESCRIPTION
1	CVR	COVER SHEET
2	VM	VICINITY MAP
3	GN1	GENERAL NOTES
4	PhP1	LAMAR BLVD STA 10+00 - STA 16+60
5	PhP2	LAMAR BLVD STA 16+00 - STA 22+60
6	PhP3	LAMAR BLVD STA 22+00 - STA 28+60
7	PhP4	LAMAR BLVD STA 28+00 - STA 34+60
8	PhP5	LAMAR BLVD STA 34+00 - STA 40+60
9	PhP6	LAMAR BLVD STA 40+00 - STA 46+60
10	PhP7	LAMAR BLVD STA 40+00 - STA 49+00
11	Pln1	PUMP STATION SITE PLAN
12	SSD1	SEWER INSTALLATION DETAILS
13	SSD1	SEWER INSTALLATION DETAILS
14	PSD1	PUMP STATION DETAILS
15	VS1	VEGETATION SCHEDULE
16	ECD-1	TYPICAL TEMPORARY EROSION / SEDIMENT CONTROL APPLICATIONS
17	ECD-2	DETAILS OF SEDIMENT BARRIER APPLICATIONS
18	ECD-3	DETAILS OF SILT FENCE INSTALLATION
19	ECD-4	DITCH CHECK STRUCTURES, TYPICAL APPLICATIONS AND DETAILS
20	ECD-6	DETAILS OF EROSION CONTROL WATTLE DITCH CHECK
21	ECD-20	DETAILS OF EROSION CONTROL SANDBAG DITCH CHECK
6145	DT-1	DETAILS OF TYPICAL DITCH TREATMENTS
6163	CL-2	FENCE: CHAIN LINK CLASS II
6168	CLG-1	FENCE: CHAIN LINK GATE
6250	TCP-1	TRAFFIC CONTROL PLAN WITH FLAGGER (ONE-LANE CLOSURE OF TWO-WAY TRAFFIC)
6259	TCP-10	HIGHWAY SIGN AND BARRICADE DETAILS FOR CONSTRUCTION PROJECTS
6300	PI-1	PIPE CULVERT INSTALLATION
6328	FE-1	FLARED END SECTION FOR CONCRETE PIPE



Know what's below.
Call before you dig.

SPECIAL UTILITY NOTES:

- UTILITY LOCATION REQUESTS WERE SUBMITTED TO MISSISSIPPI 811 (FORMERLY MISSISSIPPI ONE CALL) DURING THE FIELD DATA COLLECTION PHASE FOR THE DESIGN OF THIS PROJECT. ALL UTILITIES THAT LOCATED DURING THE FIELD DATA COLLECTION ARE SHOWN ON THESE PLANS. ALL CONFLICTS WITH EXISTING UTILITIES ENCOUNTERED DURING CONSTRUCTION SHALL BE COORDINATED WITH THE UTILITY OWNER. THE ENGINEER AND THE PROJECT OWNER PRIOR TO INSTALLATION OF THE PROPOSED WATER SYSTEM. (NO SEPARATE PAY FOR COORDINATION)
- THE CONTRACTOR SHALL DOCUMENT THE EXISTENCE OF ANY MISSING AND/OR OVERLAPPING UNDERGROUND UTILITIES AND STORM DRAINAGE NOT SHOWN ON THESE CONSTRUCTION DRAWINGS.

MISSISSIPPI 811 TICKETS	
TICKET No.	DESCRIPTION
17050508540259	LAMAR BLVD FROM LINCOLN RD TO HWY 89

SEPTEMBER 2017

NO.	DATE	DESCRIPTION	BY

MAYOR
Toby Barker

COUNCIL PERSONS

Carter Carroll, President
Mary Dryden, Vice President
Jeffery George
Deborah Denard Delgado
Nicholas Brown

DIRECTOR OF ENGINEERING

Lamar Rutland, PE

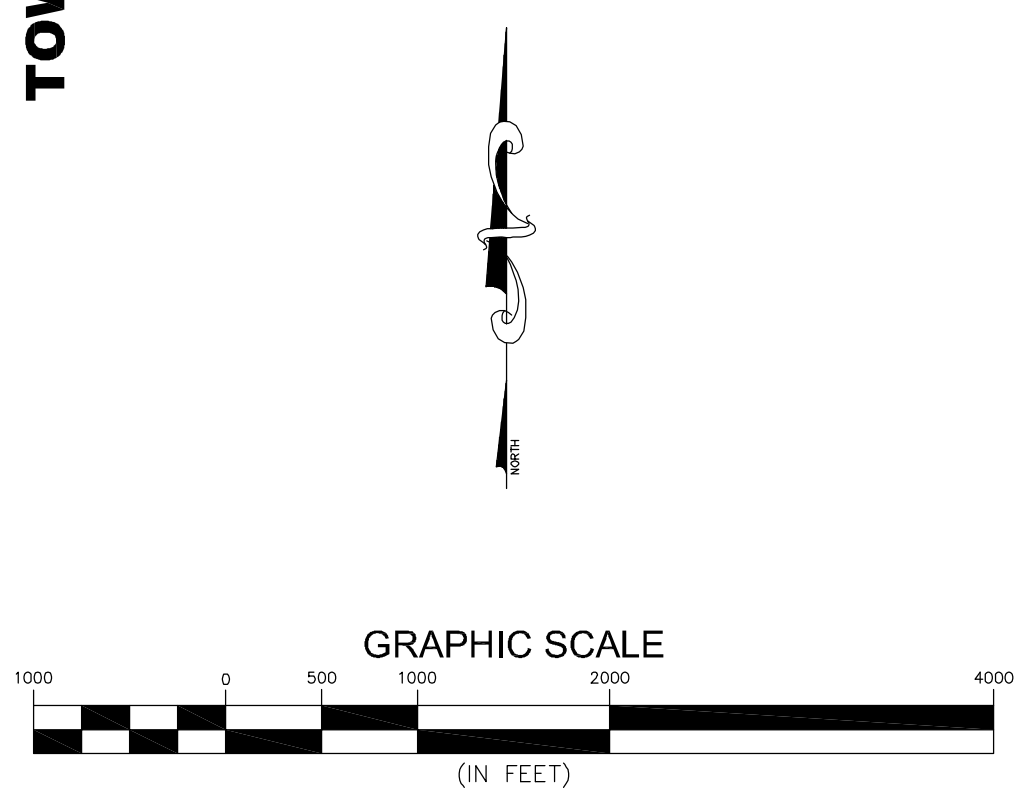
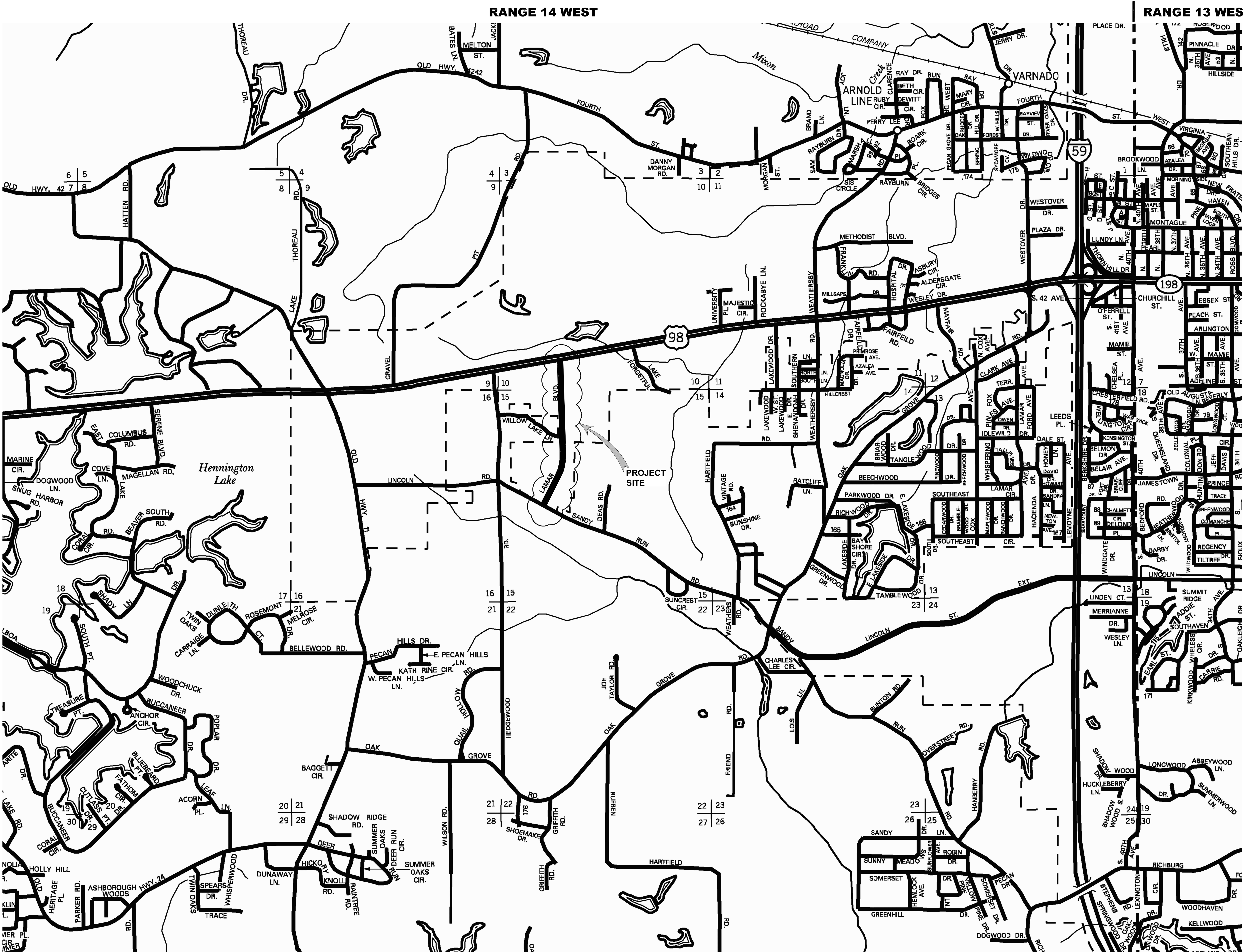
PREPARED BY:

sdw
Engineering Progress



Working No. CVR
Sheet No. 1
Drawing No.: 11248S

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NO.	DATE	DESCRIPTION	BY
VICINITY MAP			
LAMAR BOULEVARD SEWER EXTENSION			
CITY OF HATTIESBURG			
LAMAR COUNTY, MISSISSIPPI			
sdw Engineering Progress			
301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sdw.com			
Drawn by: RES		Checked by: SEM	Scale: AS NOTED
Date: 07-21-2017		Working No. VM	
Drawing No.: 11248S		Sheet No. 2	

GENERAL NOTES

1.

ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL CODES.
2.

THE CONTRACTOR SHALL KEEP A SET OF BLUE LINE PRINTS OF THE PROJECT ON THE JOB SITE SHOWING THE ACCURATE MEASUREMENTS AND ELEVATIONS OF THE "AS-BUILT" SYSTEM. THIS DATA WILL BE COLLECTED AND PUT ON THE DRAWINGS DAILY.
3.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETING THE ENTIRE PROJECT.
4.

CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CITY OF HATTIESBURG, MDOT AND/OR LAMAR COUNTY FEES AND PERMITS ASSOCIATED WITH CONSTRUCTION.
5.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION STAKING AND THE LOCATION OF THE PROJECT. CONTROL COORDINATE SYSTEM AND ELEVATION CONTROL ARE SHOWN ON THE PLAN SHEETS.
6.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN SUB-SURFACE SOIL INVESTIGATIONS.
7.

THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES WITHIN THE WORK AREA.
8.

ALL UNDERGROUND UTILITIES, FOR THE ENTIRE PROJECT, SHALL BE LOCATED BY THE CONTRACTOR AND UTILITY OWNERS PRIOR TO THE CONSTRUCTION OF THE PROJECT. ANY CONFLICTS SHALL BE COORDINATED BETWEEN CONTRACTOR, UTILITY OWNER AND ENGINEER.
9.

ALL CULVERT CROSS DRAINS AND SIDE DRAINS SHALL BE PROTECTED. REMOVAL AND REPLACEMENT, IF REQUIRED, SHALL BE PAID AS NOTED.
- 9.1.

ANY EXISTING CROSS DRAIN SHOWN TO BE REMOVED AND REPLACED SHALL BE REPLACED WITH NEW RCP AND SHALL BE INSTALLED AT THE SAME GRADE AS THE EXISTING CROSS DRAIN, UNLESS OTHERWISE DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSURING THAT THE GRADES OF THE REPLACED PIPE ARE CORRECT AND TO INSURE PROPER FLOW.
- 9.2.

ANY EXISTING SIDE DRAINS THAT CONFLICT WITH CONSTRUCTION SHALL BE REMOVED AND REPLACED WITH NEW CORRUGATED HDPE PIPE AND SHALL BE INSTALLED AT THE SAME GRADE AS THE EXISTING SIDE DRAIN, UNLESS OTHERWISE DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSURING THAT THE GRADES OF THE REPLACED PIPE ARE CORRECT AND TO INSURE PROPER FLOW.
- 9.3.

IF THE EXISTING DRAIN PIPES ARE CONNECTED TO INLETS, HEADWALLS OR ANY OTHER DRAINAGE STRUCTURE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECONNECTION TO THOSE STRUCTURES, UNLESS OTHERWISE NOTED. CONCRETE PIPE COLLARS SHALL BE USED AS WARRANTED, AS APPROVED BY THE ENGINEER.
- 9.4.

THE CONTRACTOR SHALL TAKE CARE NOT TO DAMAGE THE EXISTING STORM DRAINAGE STRUCTURES DURING THE CONSTRUCTION PROCESS. ANY DAMAGE, OTHER THAN THAT NOTED ABOVE, SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- 9.5.

ALL PROPOSED REINFORCED CONCRETE PIPE SHALL BE CLASS III.
10.

PROPER MAINTENANCE OF STREETS, INCLUDING DUST CONTROL, SHALL BE STRICTLY ADHERED TO.
11.

MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION).
12.

THE CONTRACTOR SHALL PROVIDE PROPER TRAFFIC CONTROL SIGNS AND FLAGGERS TO MAINTAIN ONE LANE TRAFFIC DURING CONSTRUCTION, WHERE LANE CLOSURES ARE NEEDED, UNLESS OTHERWISE DIRECTED BY THE ENGINEER. SEE SHEET No. 6250 FOR TYPICAL LANE CLOSURE DETAILS. ANY ROAD CLOSURES SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO IMPLEMENTATION.
13.

ALL DISTURBED AREAS SHALL BE FERTILIZED AND SEEDED ACCORDING TO THE VEGETATION SCHEDULE IN THESE PLANS, UNLESS OTHERWISE NOTED.
14.

ALL EXISTING MAILBOXES, STREET SIGNS, FENCES, AND OTHER STRUCTURES LOCATED WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED AND RESET AS DICTATED BY CONSTRUCTION ACTIVITIES. (NO SEPARATE PAY, UNLESS OTHERWISE NOTED OR DIRECTED BY THE ENGINEER). EXISTING FLOWER BEDS, GARDENS, SHRUBS, ETC. WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED AND RESET AS DICTATED BY CONSTRUCTION ACTIVITIES. (NO SEPARATE PAY, UNLESS OTHERWISE NOTED OR DIRECTED BY THE ENGINEER). ALL ITEMS FOR WHICH NO PAY ITEM IS LISTED, SHALL BE INCLUDED IN THE COST OF THE PIPING LAYING OPERATION. (NO SEPARATE PAY).
15.

PAVED ROADS SHALL BE OPEN CUT REPAIRED AS DETAILED. CASING SHALL BE USED ONLY WHERE NOTED ON THE PLANS.
16.

ALL GRAVEL ROADS AND GRAVEL DRIVEWAYS SHALL BE OPEN CUT WITHOUT CASING, UNLESS OTHERWISE NOTED, AND REPLACED IN KIND.
17.

ALL PAVED DRIVEWAYS SHALL BE OPEN CUT AND REPAIRED IN KIND, UNLESS OTHERWISE NOTED.
18.

CONTRACTOR SHALL PROVIDE ACCESS TO ALL BUSINESSES AND RESIDENCES AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE ALL DRIVEWAY CUTS AND EXCAVATION WITH THE OWNERS OF SAID DRIVEWAYS.
19.

ANY DAMAGE TO PAVED ROADS OR DRIVEWAYS, WHICH ARE OUTSIDE OF THE PROJECT LIMITS, SHALL BE REPAIRED IN KIND, AT THE CONTRACTOR'S EXPENSE.
20.

ALL TRENCHES IN PAVED AREAS SHALL BE REPAIR AS DETAILED. CRUSHED AGGREGATE SHALL ALSO BE INSTALLED AND USED FOR A TEMPORARY SURFACE UNTIL SUCH TIME THAT THE OWNER DECIDES TO ALLOW INSTALLATION OF PAVEMENT (SEE DETAIL). ALL CRUSHED AGGREGATE MAY BE LIMESTONE OR CONCRETE AND SHALL BE SIZE 825. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF EXISTING PAVEMENT PRIOR TO PLACEMENT OF PAVEMENT IN PATCHED AREAS TO MAKE A SMOOTH JOINT WITH THE EXISTING PAVEMENT. SAW CUT TO FULL DEPTH OF EXISTING PAVEMENT SHALL BE REQUIRED ON ALL PAVEMENT REPAIR, UNLESS OTHERWISE DIRECTED. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SURFACE IN AN ACCEPTABLE CONDITION UNTIL SUCH TIME AS FINAL PAVEMENT IS INSTALLED.
21.

ALL ROAD BORES SHALL BE IN ACCORDANCE TO THE DETAILS.
22.

ALL SELECT FILL MATERIAL SHALL MEET THE SPECIFICATIONS FOR CLASS 9, GROUP C AND MODIFIED TO CONSIST OF A PLASTICITY INDEX (PI) BETWEEN 5 AND 15. THE SELECT FILL MATERIAL SHALL BE INSTALLED AT THE DIRECTION OF THE ENGINEER OR HIS REPRESENTATIVE.
23.

PRIOR TO THE BEGINNING OF ANY EXCAVATION, ALL EXISTING PAVEMENT SHALL BE SCORED OR SAW CUT TO A DEPTH SUCH THAT A STRAIGHT AND UNIFORM VERTICAL EDGE IS ESTABLISHED PRIOR TO REMOVAL OF SAID PAVEMENT FROM THE PROJECT. IF VERTICAL EDGE IS DISTURBED, THEN A SECOND CUT SHALL BE REQUIRED PRIOR TO ASPHALT OR CONCRETE PATCHING. ALL ASPHALT OR CONCRETE SHALL BE REMOVED FROM THE PROJECT SITE PRIOR TO EXCAVATION PROCEDURES. (NO SEPARATE PAY FOR SAW CUTTING, DEBRIS REMOVAL, PAVEMENT REMOVAL AND DISPOSAL)
24.

WORK FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF TRAFFIC AND ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURRING DURING THE EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PLACING WHAT BRACING, SHORING OR GROUND SUPPORT SYSTEM THAT IS DEEMED NECESSARY TO PREVENT A FAILURE AND PROTECT THE PERSONS WORKING NEAR THE EXCAVATION, THE PUBLIC THAT MAY BE ABOVE THE EXCAVATION, OR ANY STRUCTURE ADJACENT TO THE EXCAVATION. ALL COSTS FOR ANY PROTECTIVE MEASURES INCLUDING THE MATERIALS AND LABOR FOR DESIGNING, DRAWING AND CONSTRUCTING THE FACILITY SHALL BE INCLUDED IN THE BID PRICE FOR CONTRACT ITEMS.
25.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING BRACING, SHORING OR ANY GROUND SUPPORT SYSTEM REQUIRED TO PREVENT A FAILURE FROM OCCURRING DURING EXCAVATION. ALL COST FOR ANY PROTECTIVE MEASURES, INCLUDING THE MATERIALS AND LABOR FOR DESIGNING AND CONSTRUCTING THE SUPPORT SYSTEM, SHALL BE INCLUDED IN THE BID PRICE FOR CONTRACT ITEMS.
26.

THE EROSION CONTROL DEVICES SHALL BE REQUIRED AS DIRECTED BY THE ENGINEER. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT SILT DOES NOT LEAVE THE CONSTRUCTION SITE OR CONTAMINATE WATERS OF THE U.S. DURING CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN THE PLAN DURING CONSTRUCTION UNTIL PERMANENT GRASS IS ESTABLISHED OR THE DISTURBED SURFACED IS PAVED.
27.

THE CONTRACTOR SHALL ADHERE TO ALL MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY REQUIREMENTS FOR EROSION CONTROL AND ANY OTHER PERTINENT GUIDELINES.
28.

THE CONTRACTOR SHALL HAVE A COMPETENT AND EXPERIENCED SUPERINTENDENT ON SITE AT ALL TIMES. THE SUPERINTENDENT SHALL NOT OPERATE EQUIPMENT WHILE ON THE PROJECT SITE. WORK ON THE PROJECT SHALL STOP IF THE ASSIGNED PROJECT SUPERINTENDENT IS NOT ON SITE.

SEWER NOTES:

1.

NO PIPE SHALL BE LAID IN THE PRESENCE OF WATER. NO MANHOLE OR WET WELL SHALL BE SET IN THE PRESENCE OF WATER.
2.

WELL POINTS, IF REQUIRED, SHALL BE INCLUDED IN THE COST OF THE PIPING LAYING OPERATION.
3.

WHERE THE WATER MAIN IS WITHIN 10 FEET OF A SEWER MAIN HORIZONTALLY, THE BOTTOM OF THE WATER MAIN SHALL BE AT LEAST 18" FROM THE TOP OF THE SEWER MAIN, UNLESS OTHERWISE NOTED.
4.

THE FINISHED ELEVATION OF ALL MANHOLE TOPS FOR MANHOLES TO BE CONSTRUCTED IN PAVED AREAS SHALL BE AT EXISTING PAVEMENT ELEVATION OR AS DIRECTED BY THE ENGINEER. MANHOLE AND PIPE ELEVATIONS SHALL BE TAKEN FROM CUT SHEETS FURNISHED BY THE CONTRACTOR FOR APPROVAL BY THE ENGINEER AT LEAST SEVEN (7) DAYS PRIOR TO CONSTRUCTION. PAYMENT FOR SEWER WILL BE BASED ENTIRELY ON THE ENGINEER APPROVED CUT SHEETS.
5.

THE COST OF CLEARING AND GRUBBING/REMOVAL AND DISPOSAL OF CLEARING AND GRUBBING MATERIAL SHALL BE PAID LUMP SUM, UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL BE FAMILIAR WITH THE EXTENT OF CLEARING REQUIRED PRIOR TO BIDDING. OFFSITE DISPOSAL AREAS ARE TO BE FURNISHED BY THE CONTRACTOR.
6.

MANHOLES SHALL HAVE 20 MIL. COAL TAR EPOXY COATING ON THE INSIDE, UNLESS OTHERWISE NOTED. DUCTILE IRON PIPE SHALL BE LINED AS NOTED IN THE SPECIFICATIONS.
7.

ALL SEWER MAINS, SERVICE LINES AND FITTINGS SHALL BE SDR 26 PVC AND OF THE SIZE AS NOTED IN THESE PLANS, UNLESS OTHERWISE NOTED. ALL FITTINGS REQUIRED FOR DUCTILE IRON OR PVC PIPE SHALL BE INCLUDED IN THE APPROPRIATE BID ITEM FOR THE PIPE AND AT NO ADDITIONAL COST TO THE PROJECT EXCEPT SERVICE TEE'S AND CLEANOUTS. CLEANOUTS SHALL INCLUDE TEE, SERVICE CAP, TRAFFIC COVER IF NEEDED, AND ANY PIPE LENGTH TO BRING CLEANOUT TO SURFACE GRADE. ALL CLEANOUTS LOCATED IN PAVED AREAS SHALL BE INSTALLED WITH A TRAFFIC LOAD RATED FRAME AND COVER SET FLUSH WITH PAVEMENT. (NO SEPARATE PAY)
8.

ALL DUCTILE IRON PIPE SHALL BE LOCKING JOINT TYPE AND OF THE SIZE AS NOTED ON THESE PLANS.
9.

INFILTRATION/EXFILTRATION AND MANDREL TEST WILL BE REQUIRED ON ALL SEWER MAIN INSTALLED. CONTRACTOR SHALL BE REQUIRED TO PULL A MANDREL FOR TESTING PURPOSES IN ALL SEWER LINES INSTALLED ON THE PROJECT PRIOR TO FINAL ACCEPTANCE. MANDREL TEST SHALL BE PERFORMED IN LIVE OR BYPASS PUMPED SEWER AS NECESSARY AT THE DISCRETION OF THE ENGINEER
10.

ALL MANHOLES SHALL BE 48" IN DIAMETER, WITH ECCENTRIC TOP CONE SECTIONS, UNLESS OTHERWISE NOTED. (SEE PLAN AND PROFILE SHEETS FOR PROPER SIZING)
11.

ALL SINGLE DROPS FOR SEWER PIPE 8" AND UNDER IN DIAMETER SHALL BE PLACED INSIDE THE MANHOLE AS DETAILED. ALL MULTIPLE DROPS OR DROPS FOR SEWER PIPE OVER 8" IN DIAMETER SHALL BE PLACED OUTSIDE OF THE MANHOLE AS DETAILED, UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
12.

THE CONTRACTOR SHALL ADHERE TO ALL MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY REQUIREMENTS FOR SANITARY SEWER CONSTRUCTION CONTROL AND ANY OTHER PERTINENT GUIDELINES.
13.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR BY-PASS PUMPING AS REQUIRED BY THE ENGINEER. (NO SEPARATE PAY)
14.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECONNECTING ANY SEWER SERVICE LINES WHICH ARE CUT AND/OR REMOVED DURING THIS PROJECT.
- 14.1.

ALL SERVICE CONNECTIONS SHOWN ON THE PLAN SHEETS SHALL BE CONNECTED TO THE PROPOSED SEWER LINE, UNLESS NOTED OTHERWISE OR DIRECTED BY THE ENGINEER.
- 14.2.

FLEXIBLE COUPLINGS SHALL BE USED ONLY WITH ENGINEER'S APPROVAL.
- 14.3.

THE CONTRACTOR SHALL VERIFY THE LOCATION AND FLOWLINE ELEVATION OF THE SERVICE CONNECTION POINTS AT EACH STRUCTURE PRIOR TO CONSTRUCTION. LENGTH OF SERVICE CONNECTIONS MAY VARY FROM WHAT IS SHOWN DUE TO LOCATION OF SERVICE CONNECTION POINT.
- 14.4.

THE MINIMUM GRADE FOR SEWER SERVICE CONNECTIONS SHALL BE 0.50%. SERVICE CONNECTION TO MAIN, TEE'S, SERVICE LINES, REDUCERS, CONNECTIONS TO EXISTING SERVICE AND ANY OTHER NECESSARY FITTINGS SHALL BE PAID PER EACH CONNECTION.
- 14.5.

CLEANOUTS SHALL BE PAID PER EACH. CLEANOUTS FOR SANITARY SEWER SERVICES SHALL BE PLACED AT THE RIGHT OF WAY LINE (AS DETAILED), AT EVERY TURN AND PLACED NO MORE THAN 75' OC, FOR LONG TANGENTS, UNLESS OTHERWISE NOTED OR DIRECTED BY THE ENGINEER.
15.

ALL SERVICE CONNECTIONS (FOR ALL UTILITY TYPES) WHICH ARE TEMPORARILY DISCONNECTED DUE TO CONSTRUCTION REQUIREMENTS, DAMAGED OR OTHERWISE DISCONNECT, SHALL BE REPAIRED IN KIND AT THE CONTRACTOR'S EXPENSE, UNLESS OTHERWISE DIRECTED. (NO SEPARATE PAY). SERVICE INTERRUPTIONS SHALL BE COORDINATED WITH THE UTILITY OWNER AND THE AFFECTED STRUCTURE OWNER. EXCEPTION 1: WATER SERVICE CONNECTIONS WHICH ARE DEGRADED BEYOND REPAIR, LEAKING, BROKEN, ETC. PRIOR TO CONSTRUCTION, SHALL BE DOCUMENTED, REPORTED TO THE ENGINEER, REPAIRED AND PAID AS OUTLINED IN THE BID PROPOSAL (SIZE TO MATCH EXISTING). EXCEPTION 2: ANY OTHER SERVICE CONNECTIONS, EXCEPT WATER & SEWER, WHICH ARE DEGRADED BEYOND REPAIR, LEAKING, BROKEN, ETC. PRIOR TO CONSTRUCTION, SHALL BE DOCUMENTED, REPORTED TO THE ENGINEER AND REPORTED TO THE UTILITY OWNER.
16.

CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIAL TESTING BY AN INDEPENDENT LABORATORY APPROVED BY THE ENGINEER AND/OR OWNER.
17.

MATERIAL SUBMITTALS SHALL BE MADE TO OWNER THROUGH THE ENGINEER PRIOR TO USE FOR APPROVAL.
18.

THE CONTRACTOR SHALL NOTE MINIMUM GRADES FOR VARIOUS LOCATIONS OF PROPOSED SEWER LINES WITHIN THE PROJECT. THE CONTRACTOR SHALL HAVE THE EXPERTISE TO INSTALL PIPING ON THESE GRADES. ANY INSTALLED PIPE FOUND TO HAVE MORE THAN ¼" OF STANDING WATER SHALL BE REMOVED AND RE-LAID AT THE CONTRACTOR'S EXPENSE.
19.

ALL BEDDING MATERIAL FOR ALL PIPE SHALL BE ABSORBED IN THE PRICE OF THE PIPE LAYING OPERATION.
20.

ALL MANHOLES LOCATED IN FLOOD ZONES SHALL HAVE BOLTED LIDS AND FRAMES.

SPECIAL SEWER ABANDONMENT / REMOVAL NOTES:

1.

ALL EXISTING MANHOLES NOTED TO BE REMOVED SHALL BE REMOVED ENTIRELY. REMOVED ITEMS SHALL BE DISPOSED OF APPROPRIATELY.
2.

ALL EXISTING MANHOLES NOTED TO BE ABANDONED, SHALL BE PAID FOR PER EACH AND SHALL BE MODIFIED AS FOLLOWS:

2.1.

REMOVE AND DISPOSE OF SANITARY WASTE.

2.2.

REMOVE COVER, FRAME AND THE TOP 36" OF MANHOLE STRUCTURE. DISPOSE OF REMOVED OBJECTS APPROPRIATELY.

2.3.

FILL THE MANHOLE WITH SAND.

2.4.

CAP THE MANHOLE WITH 3000 PSI, NON-REINFORCED CONCRETE (6" DEPTH).

2.5.

BACKFILL WITH NATIVE SOIL MATERIAL AND/OR FILL MATERIAL (CL B9) AND COMPACT. GRADE TO DRAIN AS REQUIRED. GRASS DISTURBED AREA OR REPAIR PAVEMENT AREAS.
3.

ALL EXISTING SEWER PIPES NOTED TO BE REMOVED, SHALL BE REMOVED ENTIRELY. (NO SEPARATE PAY)
4.

ALL EXISTING SEWER PIPES NOTED TO BE ABANDONED SHALL BE PAID FOR BY LINEAR FOOT AND SHALL BE MODIFIED AS FOLLOWS:

4.1.

REMOVE AND DISPOSE OF SANITARY WASTE.

4.2.

FILL THE PIPE WITH FLOWABLE FILL.

4.3.

PLUG ENDS.
5.

WHERE ABANDONED SEWER PIPES AND/OR MANHOLES CONFLICT WITH THE NEW CONSTRUCTION, THE EXISTING PIPE OR MANHOLE SHALL BE REMOVED, UNLESS NOTED OTHERWISE OR DIRECTED BY THE ENGINEER. REMOVED ITEMS SHALL BE PAID FOR UNDER THE APPROPRIATE ITEMS.

SYMBOL LEGEND:

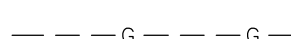
- 

FIBER OPTIC PEDESTAL
- 

FIBER OPTIC INDICATOR POST
- 

FIBER OPTIC PULL BOX
- 

FIRE HYDRANT
- 

GAS INDICATOR POST
- 

GAS LINE
- 

GAS METER
- 

GAS VALVE
- 

GUARD POST
- 

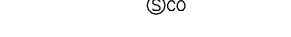
LIGHT ON POLE
- 

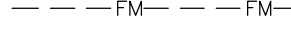
OVERHEAD UTILITY LINES
- 

OVERHEAD UTILITY LINES
- 

POLE GUY WIRE
- 

PROPERTY LINE
- 

SAN SWR CLEAN-OUT
- 

SAN SWR FORCE MAIN
- 

SAN SWR LINE
- 

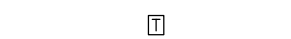
SAN SWR MANHOLE
- 

SAN SWR PUMP STATION
- 

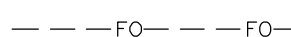
SIGN
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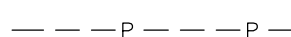
SPRINKLER
- 

STORM DRAIN MANHOLE
- 

TELEPHONE PEDESTAL
- 

TREE LINE
- 

UNDERGROUND FIBER OPTIC LINE
- 

UNDERGROUND POWER LINE
- 

UNDERGROUND TELEPHONE LINE
- 

UTILITY POLE
- 

WATER LINE
- 

WATER METER
- 

WATER VALVE

NOTE

ALL ITEMS SHOWN HERE ARE EXISTING ON THE GROUND OR UNDERGROUND.

ABBREVIATION LEGEND:

- APPURT

— APPURTENANCES
- ASPLT

— ASPHALT
- BLDG

— BUILDING
- CONC

— CONCRETE
- CMP

— CORRUGATED METAL PIPE
- CPP

— CORRUGATED PLASTIC PIPE
- DIA

— DIAMETER
- DRV

— DRIVE
- DI

— DUCTILE IRON PIPE
- EXIST

— EXISTING
- FL

— FLOW LINE
- GRVL

— GRAVEL
- PVC

— POLYVINYL CHLORIDE PIPE
- ℙ

— PROPERTY LINE
- RCAP

— REINFORCED CONCRETE ARCHED PIPE
- RCP

— REINFORCED CONCRETE PIPE
- REQ'D

— REQUIRED
- ROW

— RIGHT OF WAY
- SAN

— SANITARY
- SWR

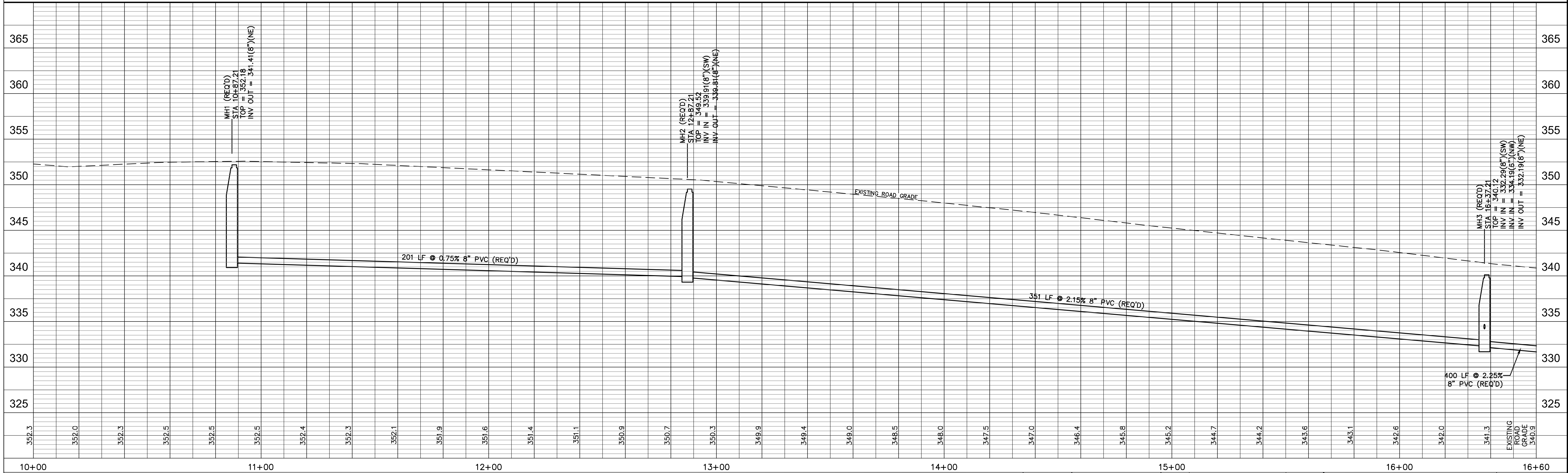
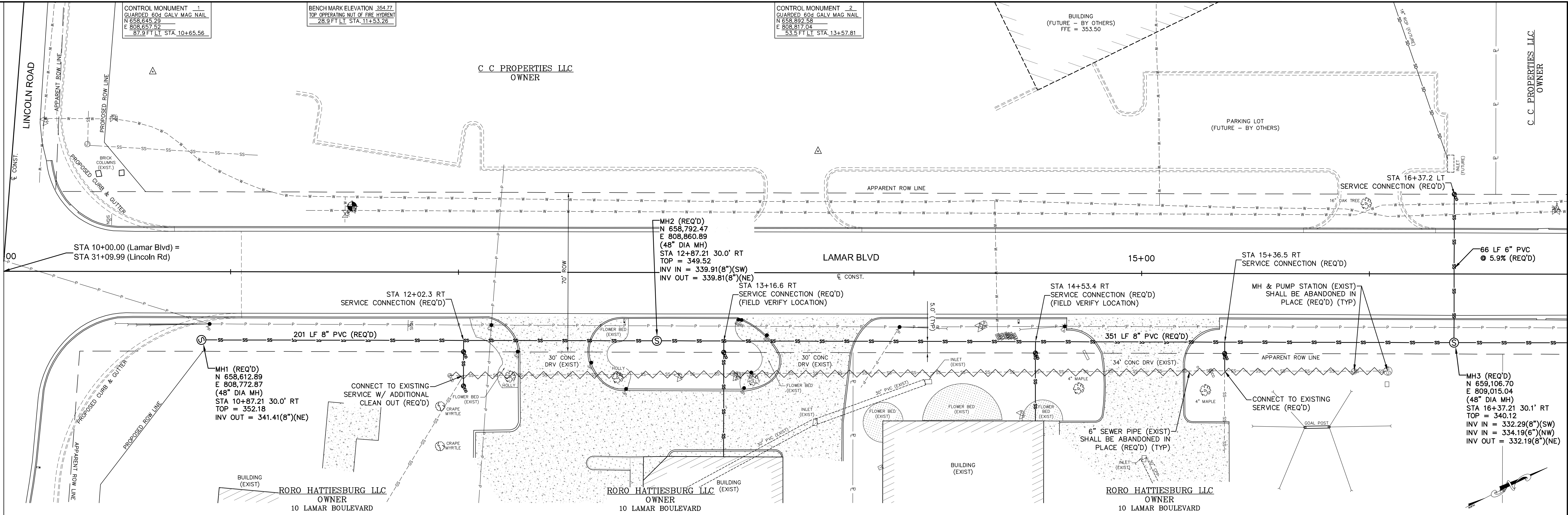
— SEWER
- TYP

— TYPICAL
- W/

— WITH

NO.	DATE	DESCRIPTION	BY
GENERAL NOTES			
LAMAR BOULEVARD SEWER EXTENSION CITY OF HATTIESBURG LAMAR COUNTY, MISSISSIPPI			
 Engineering Progress			
301 Second Ave, Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: RES	Checked by: SEM	Scale: NONE	
Date: 08-30-2017	Working No. GN1		
Drawing No.: 11248S	Sheet No. 3		

G:\PROJECTS\Hattiesburg_City of 1248 - Infrastructure Improvements Along Lamar Boulevard\1248 CAD Files\1248_Sewer.dwg, PLOT 1, 8/30/2017 3:55:30 PM



LAMAR BLVD STA 10+00 - STA 16+60

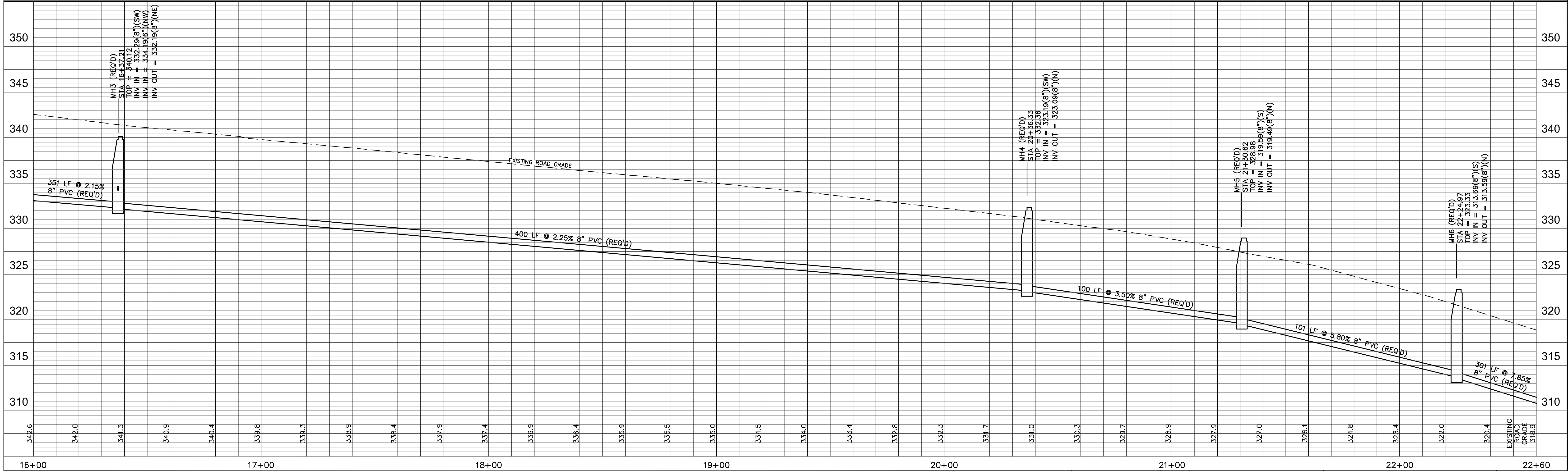
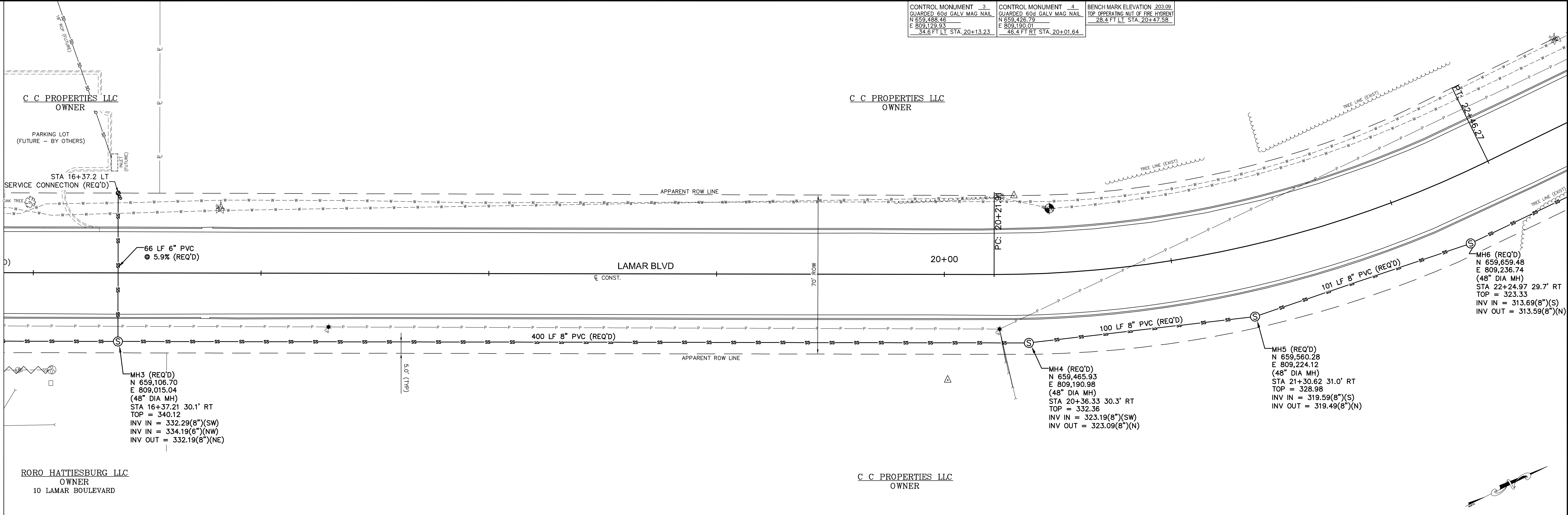
SEWER EXTENSION
HATTIESBURG, MISSISSIPPI

DRAWN BY: RES		DATE: 08-30-2017	
CHECKED BY: SEM		SCALE: 1" = 20' H, 1" = 5' V	
DATE	REVISION	BY	

301 Second Ave., | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sdw.com

DRAWING NO. 11248S	WORKING No. <u>PnP 1</u>
SHEET NO. <u>4</u>	

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LAMAR BLVD STA 16+00 - STA 22+60

SEWER EXTENSION
HATTIESBURG, MISSISSIPPI

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			DATE: 08-30-2017
			CHECKED BY: SEM
DATE	REVISION	BY	SCALE: 1" = 20' H, 1" = 5' V

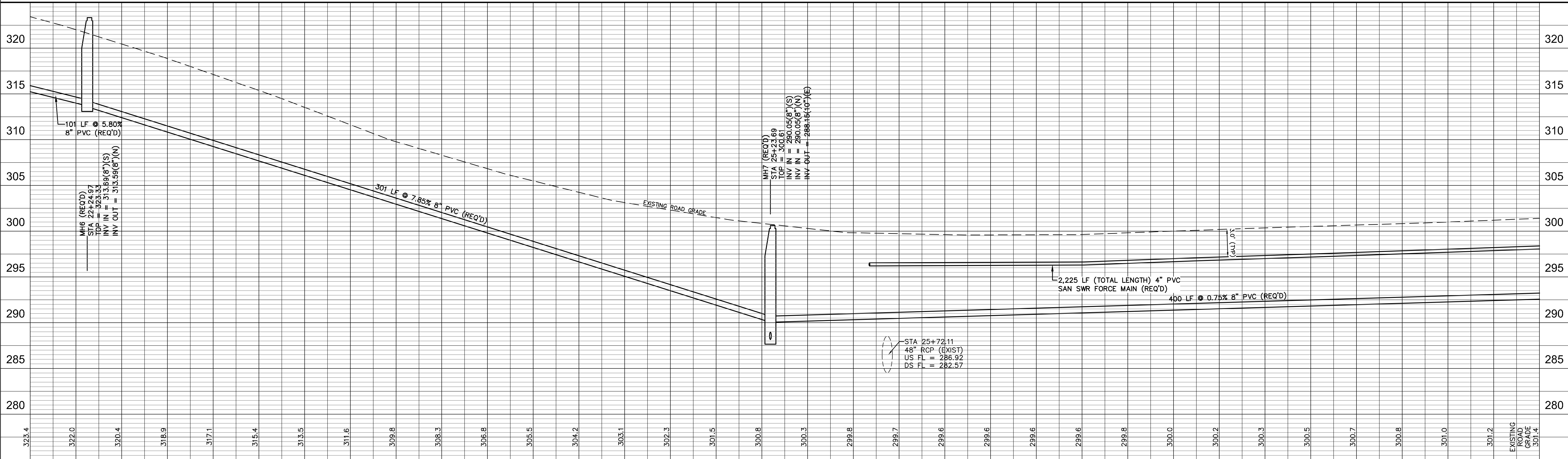
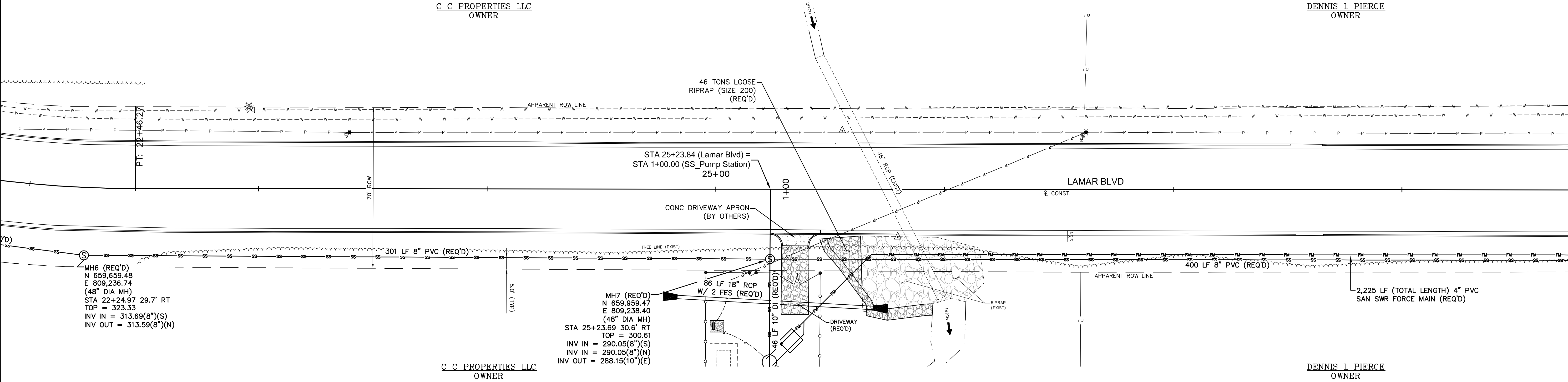
sdw	Engineering Progress
301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sdw.com	

DRAWING No.	11248S
WORKING No.	PnP 2
SHEET No.	5

CONTROL MONUMENT 5	CONTROL MONUMENT 6
GUARDED 604 GALV MAG NAIL	GUARDED 604 GALV MAG NAIL
N 659,991.01	N 660,015.34
E 809,182.35	E 809,228.74
25.5 FT LT STA. 25+55.18	20.9 FT RT STA. 25+79.55

C C PROPERTIES LLC
OWNER

DENNIS L. PIERCE
OWNER



LAMAR BLVD STA 22+00 - STA 28+60

SEWER EXTENSION
HATTIESBURG, MISSISSIPPI

DATE	REVISION	BY

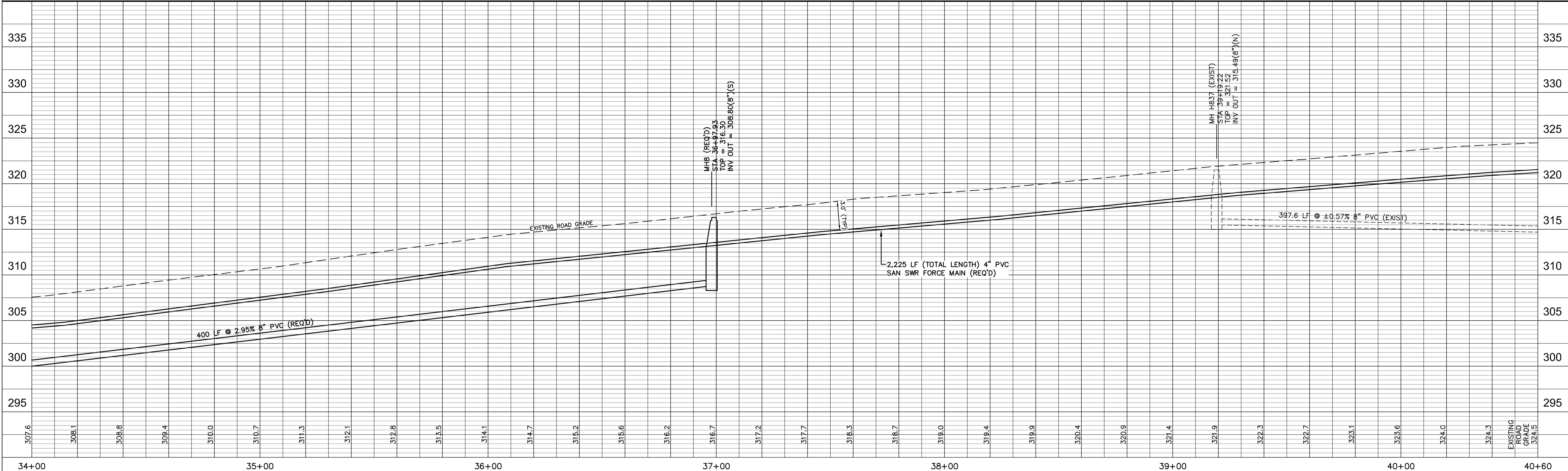
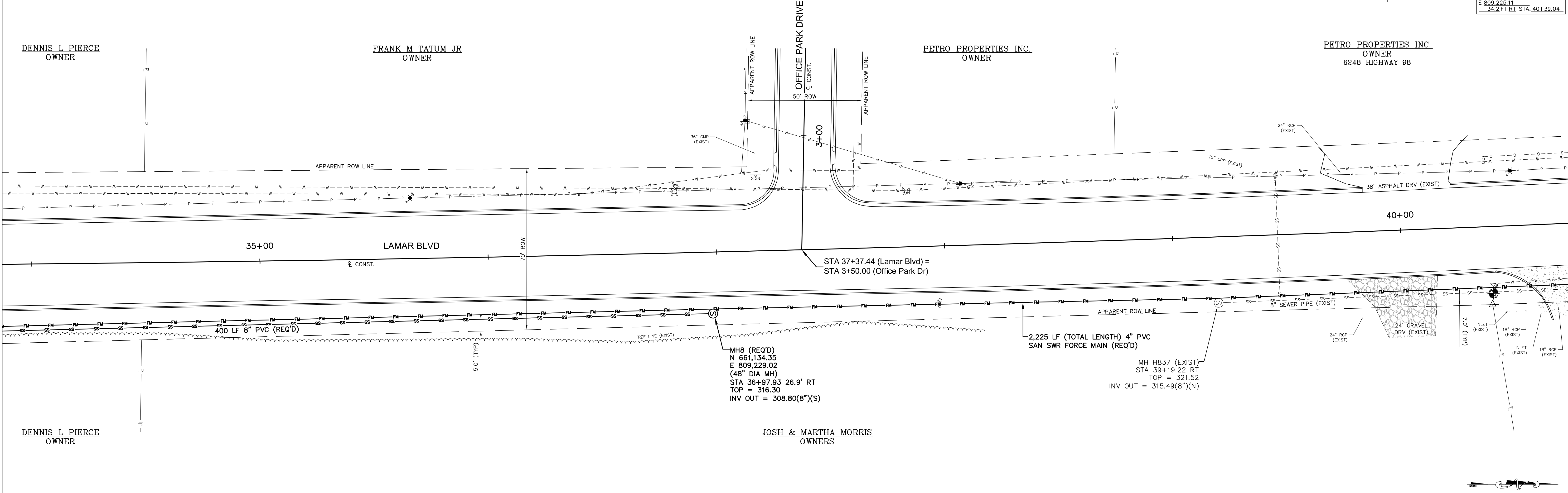
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SCALE: 1" = 20' H, 1" = 5' V		
301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com		



DRAWING No.	11248S
WORKING No.	PnP 3
SHEET NO.	6

BENCH MARK ELEVATION 326.52
TOP OPERATING NUT OF FIRE HYDRANT
29.4 FT RT STA. 40+39.66

CONTROL MONUMENT 8
GUARDED 60d GALV MAG NAIL
N 661.476.01
E 809.225.11
34.2 FT RT STA. 40+39.04



LAMAR BLVD STA 34+00 - STA 40+60

SEWER EXTENSION
HATTIESBURG, MISSISSIPPI

			DRAWN BY: RES	
			DATE: 08-30-2017	
			CHECKED BY: SEM	
DATE	REVISION	BY	SCALE: 1" = 20' H, 1" = 5' V	

sdw Engineering Progress	DRAWING No. 11248S
	WORKING No. PnP 5
301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com	SHEET NO. 8

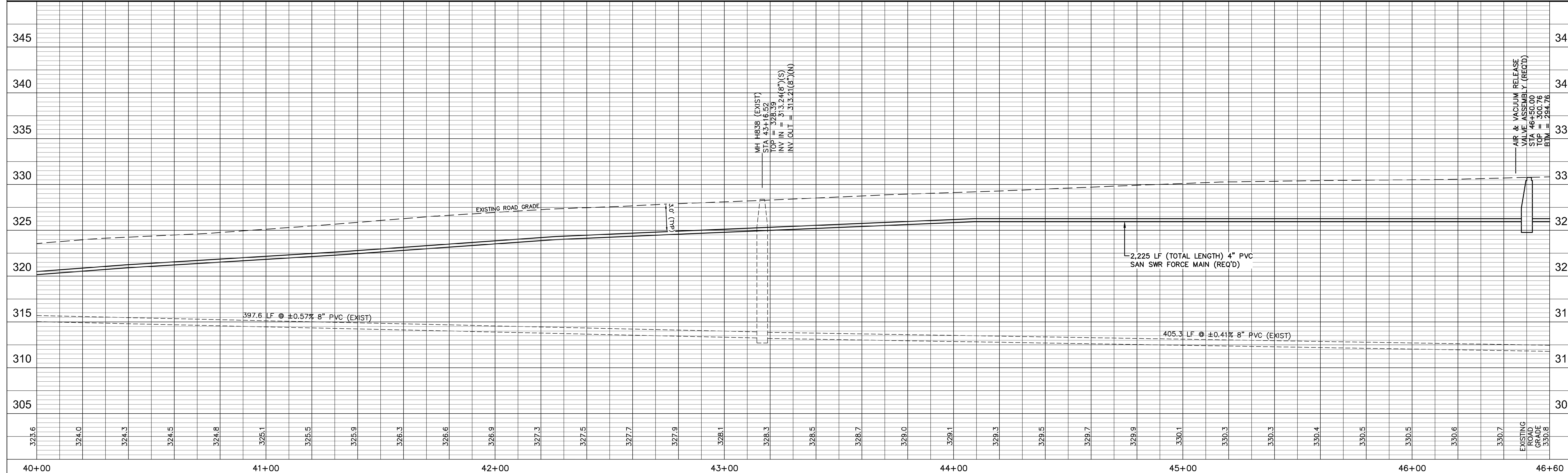
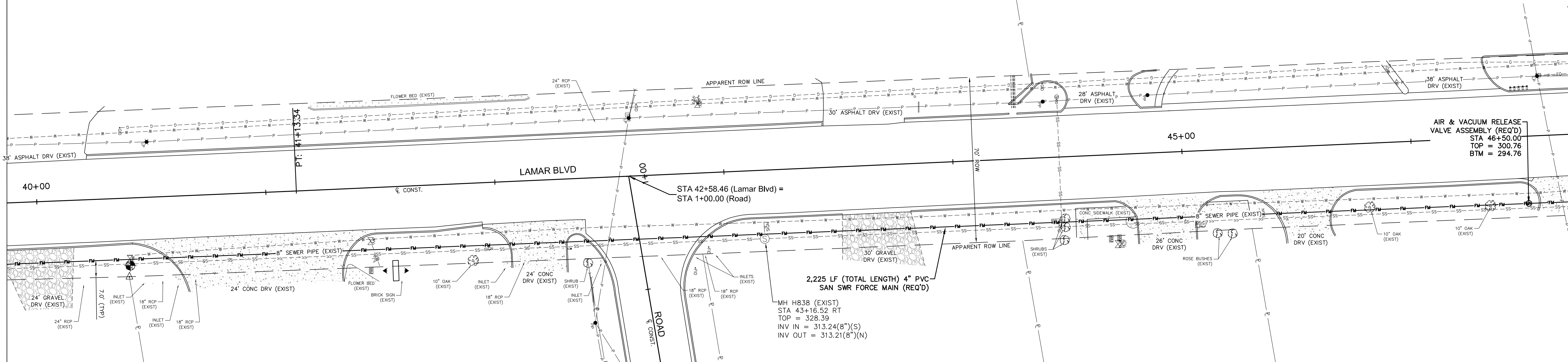
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BENCH MARK ELEVATION 326.52
TOP OPERATING NUT OF FIRE HYDRANT
29.4 FT RT STA 40+39.66

CONTROL MONUMENT 8
GUARDED 60H GALV MAG NAIL
N 661.478.01
E 809.225.11
34.2 FT RT STA 40+39.04

PETRO PROPERTIES INC.
OWNER
6248 HIGHWAY 98

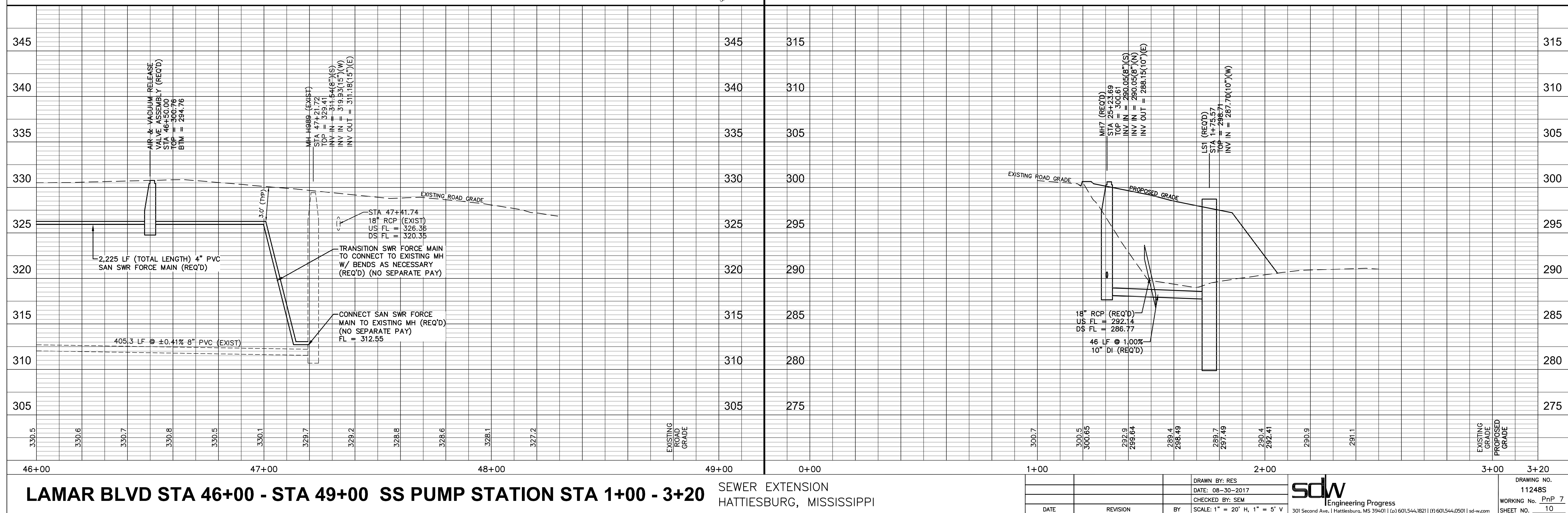
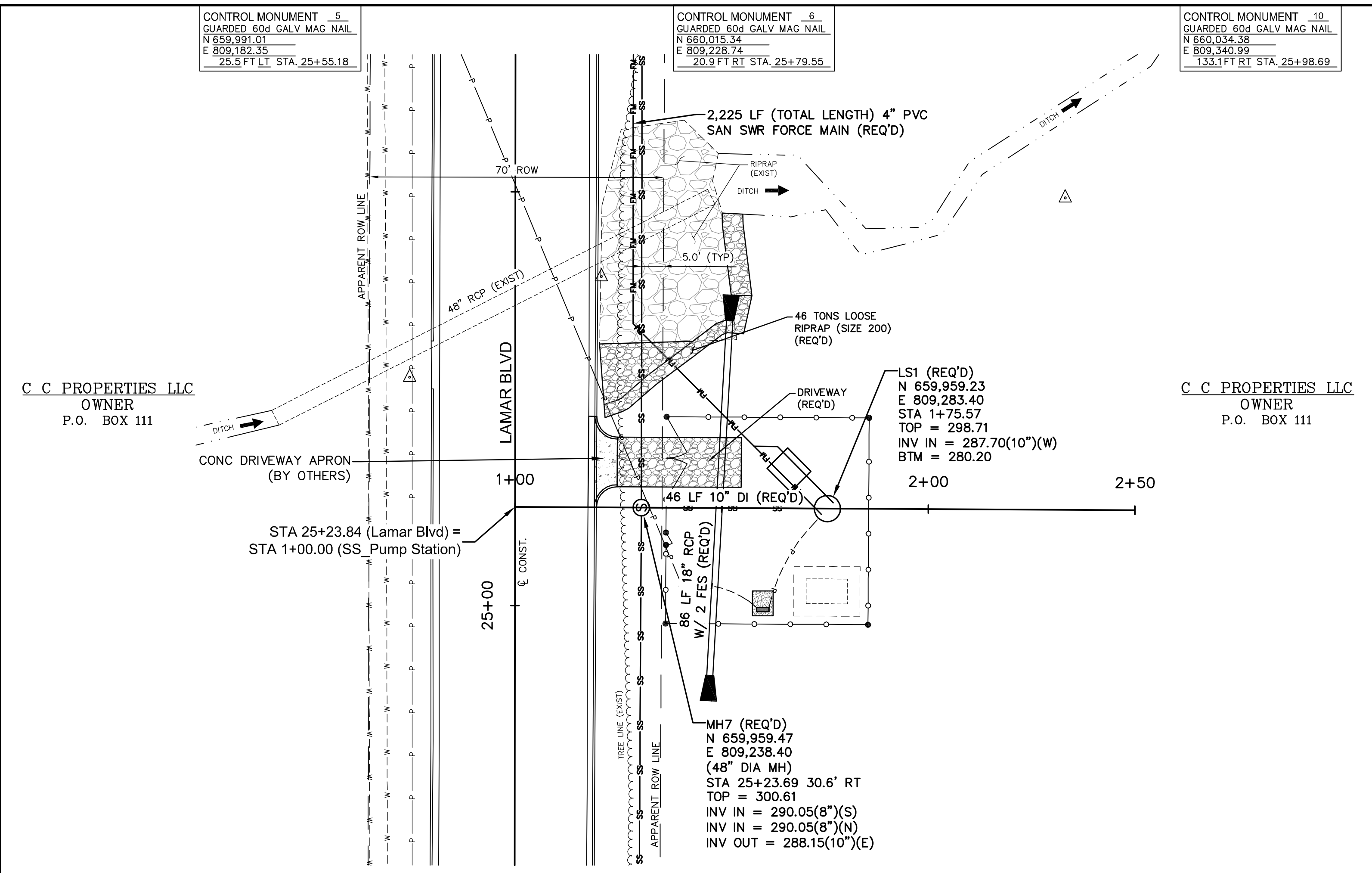
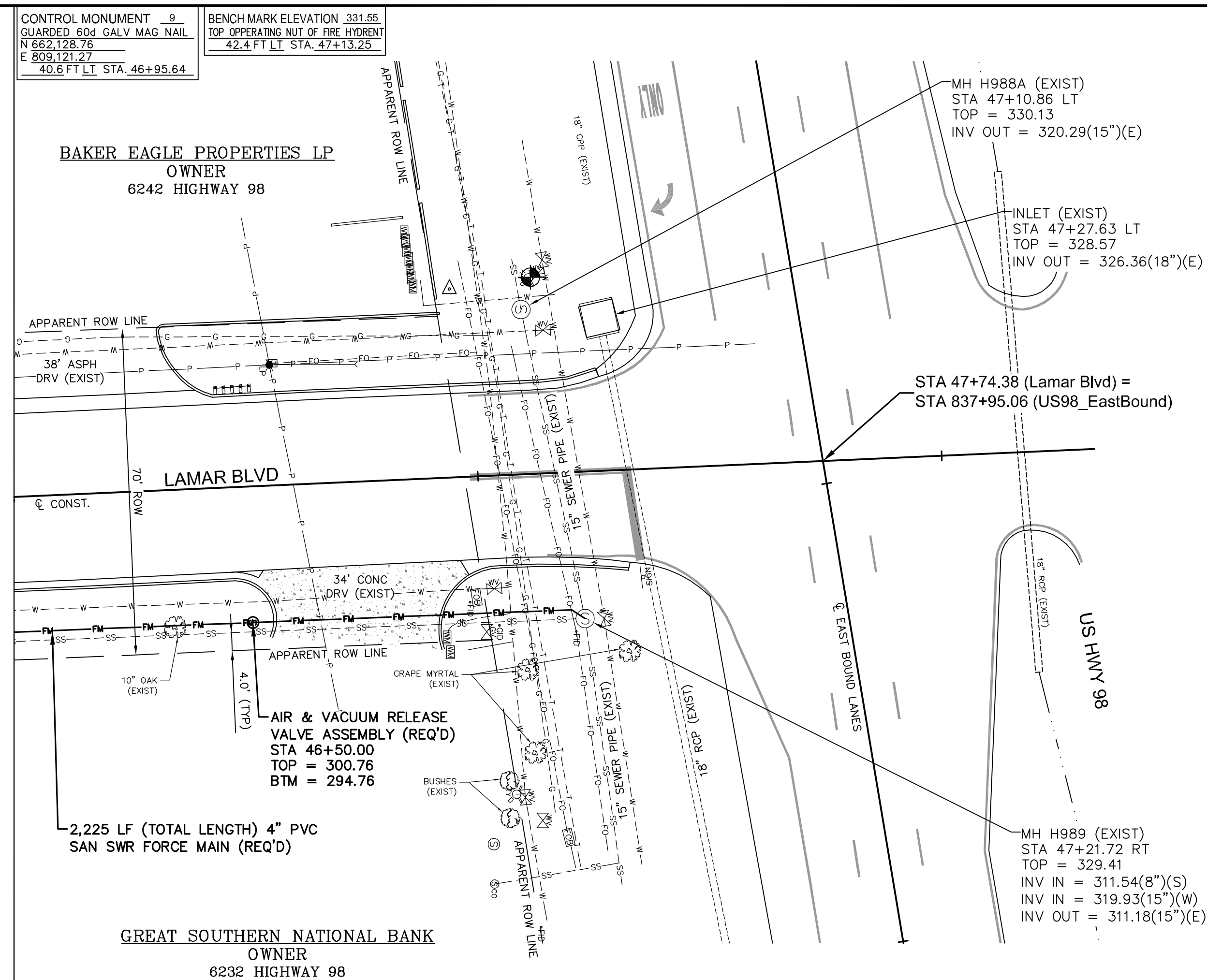
BAKER EAGLE PROPERTIES LP
OWNER
6242 HIGHWAY 98



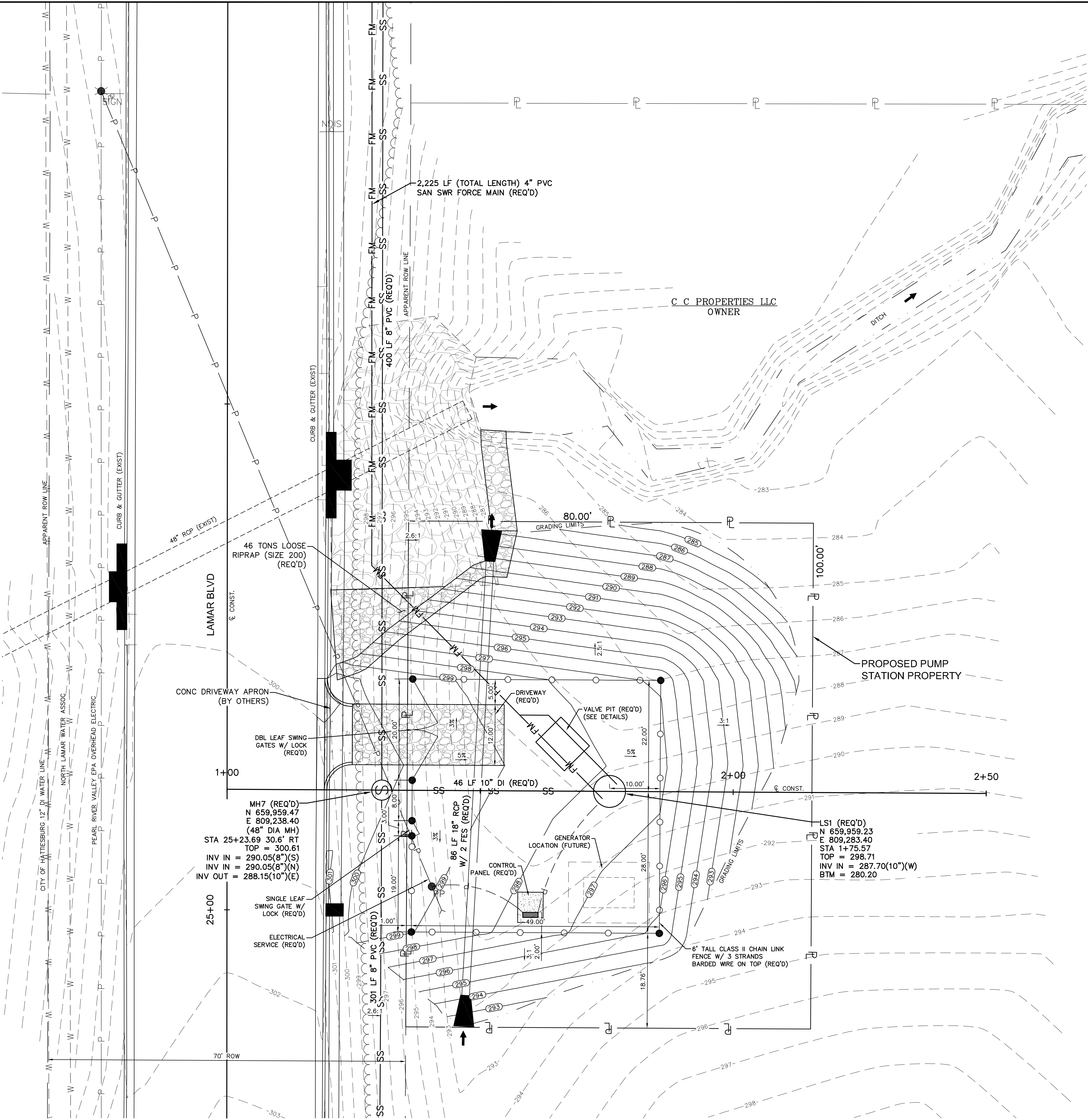
LAMAR BLVD STA 40+00 - STA 46+60

SEWER EXTENSION
HATTIESBURG, MISSISSIPPI

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			DATE: 08-30-2017		WORKING No. Pn/P
			CHECKED BY: SEM		SHEET NO. 9
DATE	REVISION	BY	SCALE: 1" = 20' H, 1" = 5' V		



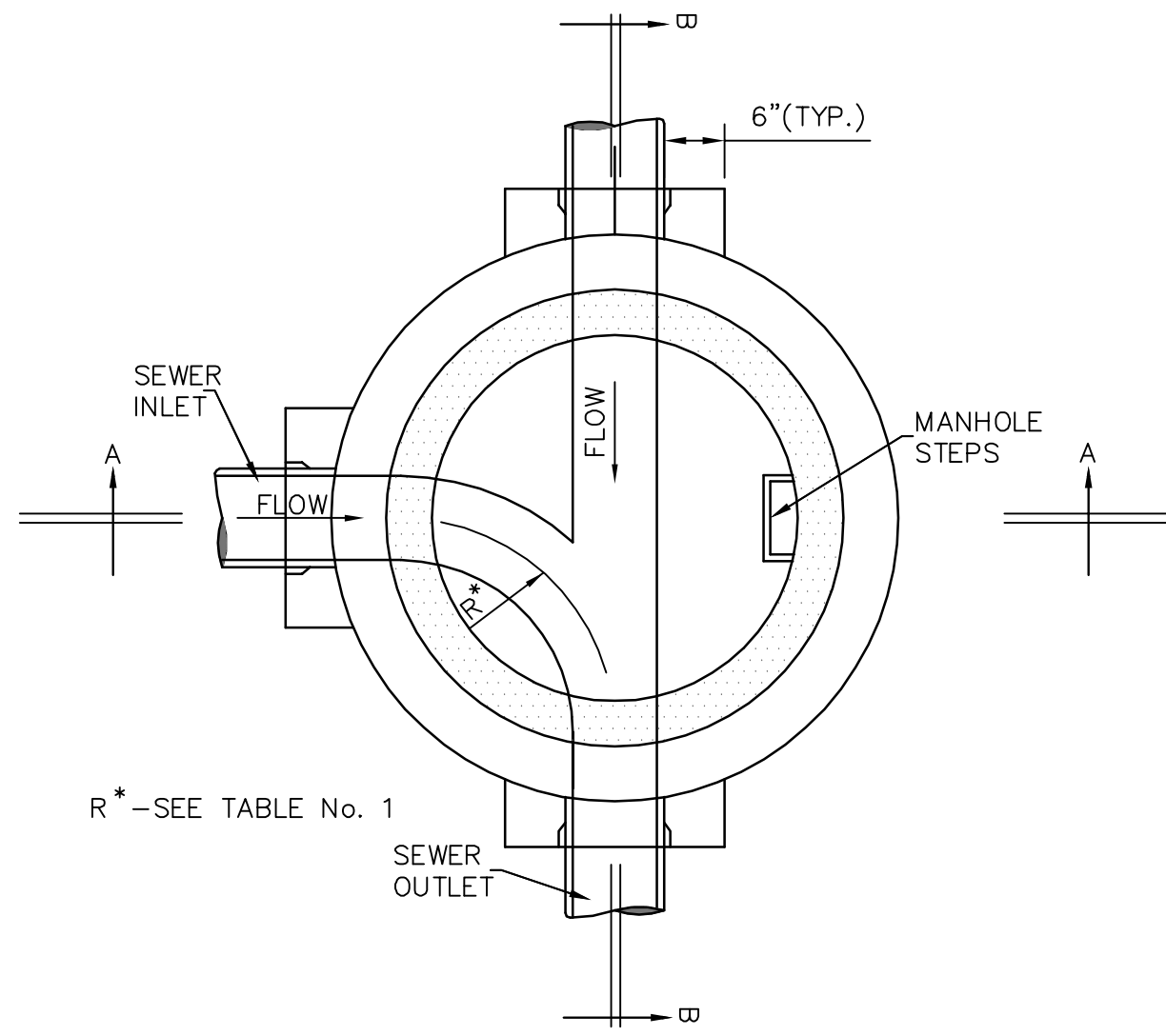
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PUMP STATION NOTES:

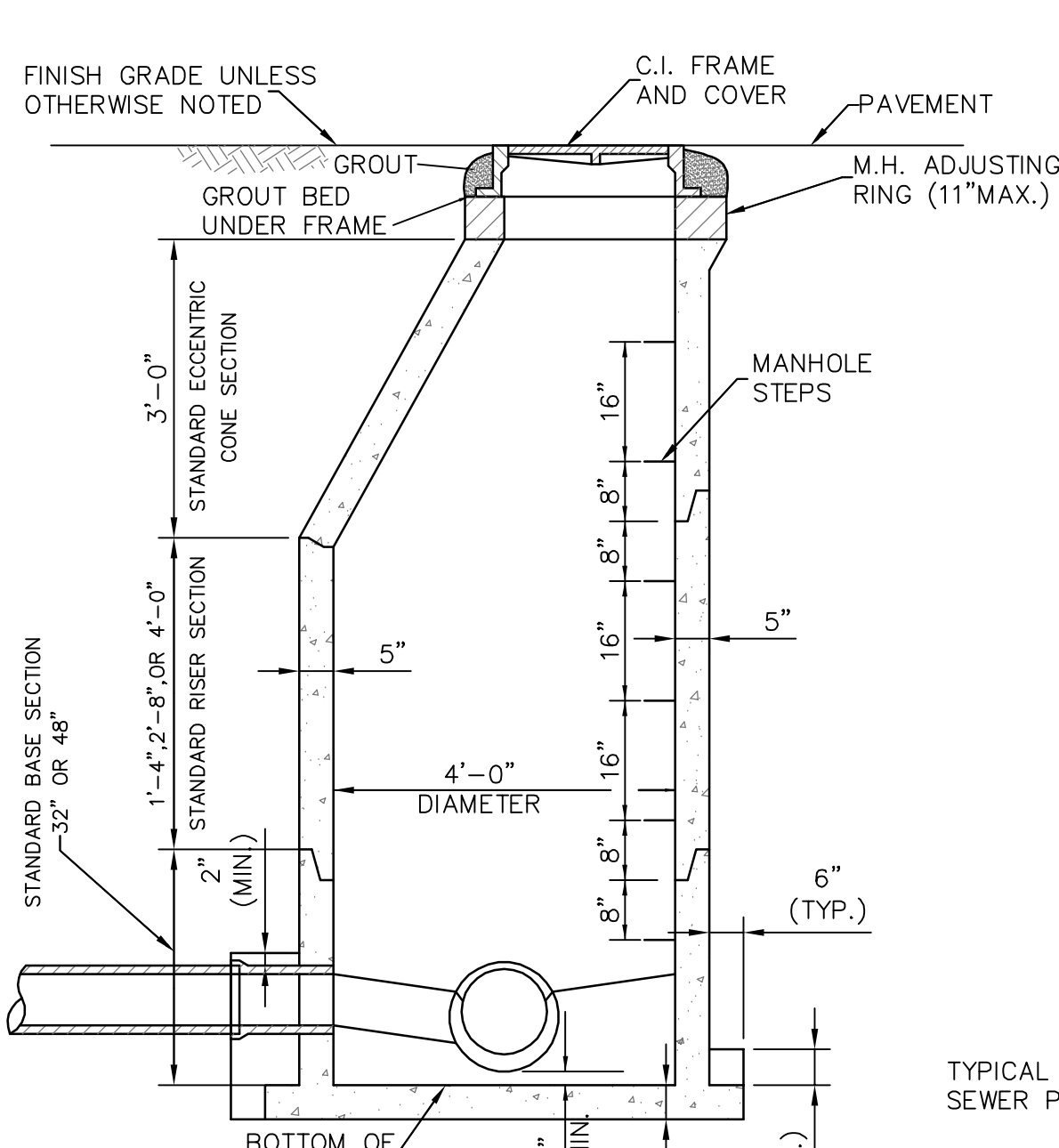
1. DOUBLE LEAF SWING GATE AND A SINGLE LEAF MAN GATE SHALL BE REQUIRED AS PART OF FENCE FOR THIS PUMP STATION. THE LOCATION OF EACH GATE SHALL BE VERIFIED BY THE ENGINEER PRIOR TO CONSTRUCTION.
2. ALL FENCE MATERIAL SHALL BE GALVANIZED AND INSTALLED AS DETAILED HEREIN. TO INCLUDE 3 STRANDS OF BARBED WIRE ON TOP ALL THE WAY AROUND THE FENCE AREA, INCLUDING GATES. BARBED WIRE ARMS SHALL BE INSTALLED TO THE OUTSIDE OF THE SECURE AREA. CORNER POSTS AND GATE POSTS SHALL HAVE VERTICAL ARMS.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ASPECTS OF THE ELECTRICAL SERVICE FOR THE PUMP STATION (INCLUDING BUT NOT LIMITED TO SERVICE POLE W/ SECURITY LIGHT, UNDERGROUND ELECTRICAL SERVICE, TRANSFORMER(S), METER BASE AND METER, ALL NECESSARY CONNECTION, PERMIT(S), APPLICATION(S), FEE, ETC.). (PAID UNDER PUMP STATION ITEM).
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR BRINGING THE PUMP STATION SITE TO GRADE AS SHOWN ON THIS PLAN. THE CONTRACTOR SHALL FURNISH ALL FILL MATERIAL AS FOLLOWS: GENERAL FILL SHALL BE CLASS B9 COMPACTED TO 95% STANDARD PROCTOR, THE TOP 3 FEET OF FILL MATERIAL SHALL BE SELECT FILL COMPACTED TO 95% STANDARD PROCTOR.
5. CONTRACTOR SHALL SUPPLY AND INSTALL CRUSHED AGGREGATE (SIZE 825) (6" DEPTH) TO CONSTRUCT A DRIVEWAY TO THE PUMP STATION FROM THE EXISTING ROADWAY AS SHOWN AND/OR AS DIRECTED BY THE ENGINEER.
6. CONTRACTOR SHALL SUPPLY AND INSTALL CRUSHED AGGREGATE (SIZE 825) (4" DEPTH) THROUGHOUT THE INTERIOR OF THE FENCED AREA.

NO.	DATE	DESCRIPTION	BY
PUMP STATION SITE PLAN			
LAMAR BOULEVARD SEWER EXTENSION			
CITY OF HATTIESBURG			
LAMAR COUNTY, MISSISSIPPI			
 Engineering Progress			
301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: RES		Checked by: SEM	Scale: 1" = 10'
Date: 08-30-2017		Working No. <u>Pln 1</u>	
Drawing No.: 11248S			Sheet No. <u>11</u>

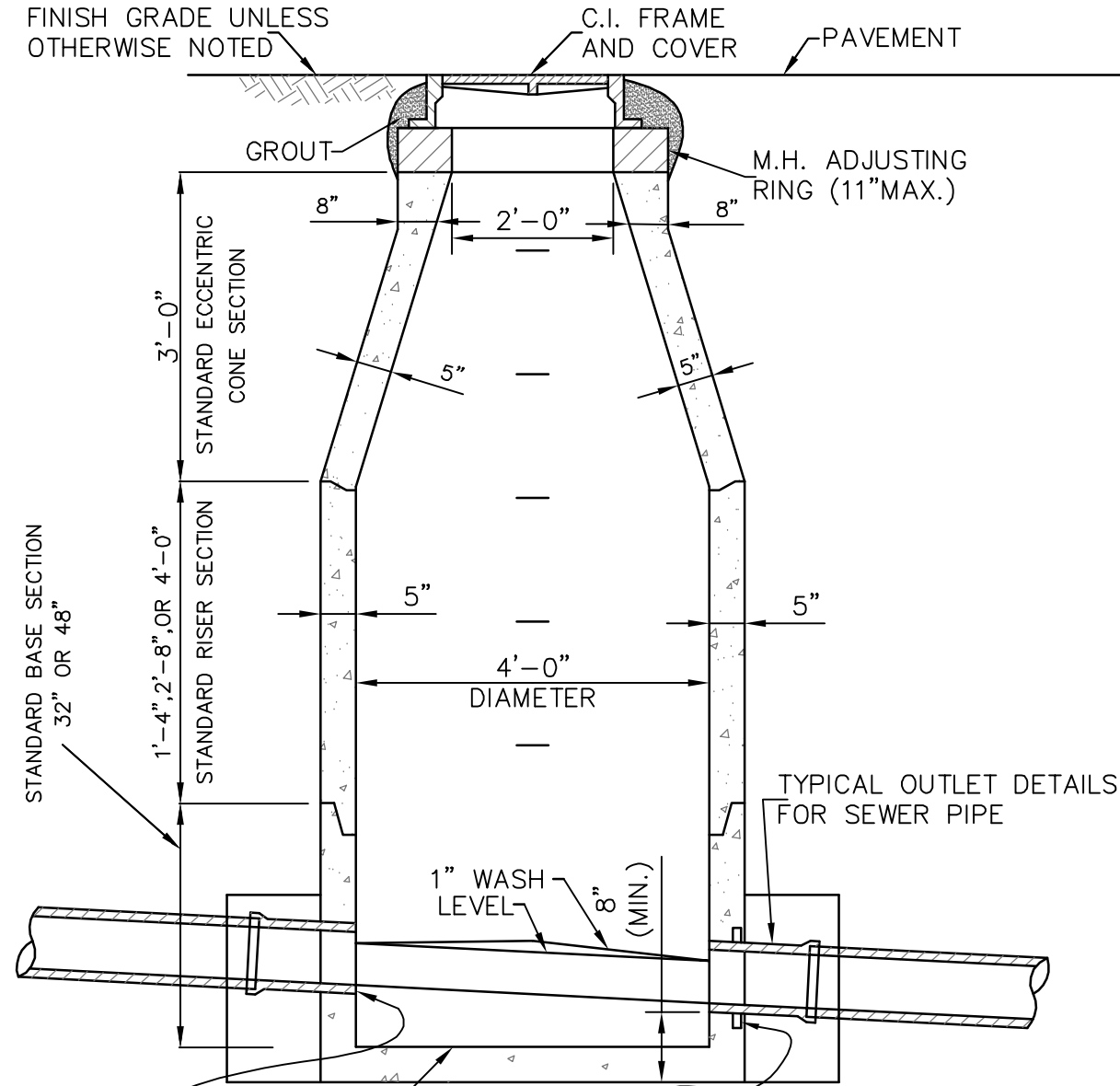


SECTIONAL PLAN
STANDARD PRECAST 4'-0" DIAMETER MANHOLE

NOTE: 5'-0" & 6'-0" DIAMETER MANHOLE MAY BE SIMILAR DESIGN IF APPROVED BY THE ENGINEER. SHOWN WITH CLAY OR CONCRETE PIPE

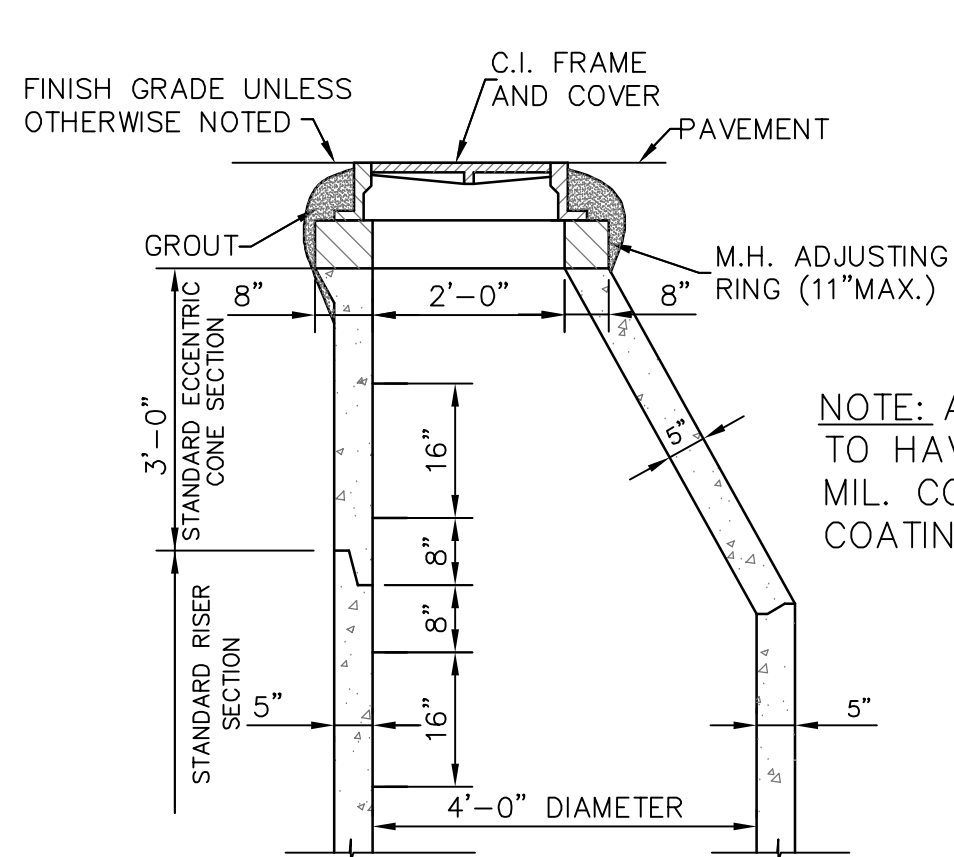


SECTION A-A
SHOWN WITH MANHOLE BOTTOM-PRECAST



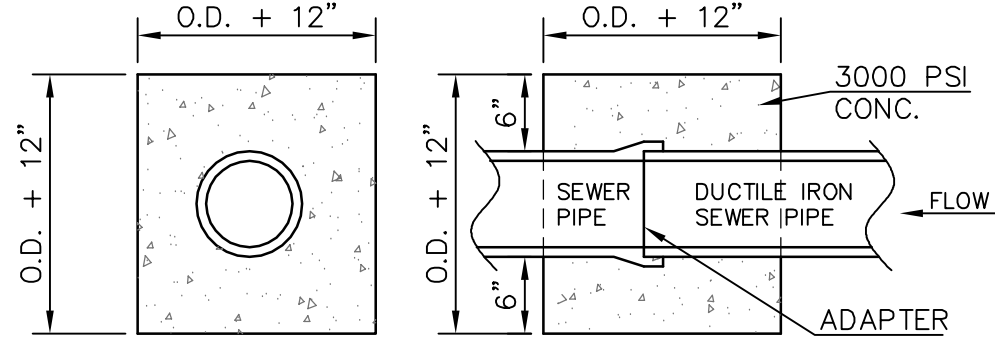
SECTION B-B
SHOWN WITH MANHOLE BOTTOM CAST-IN-PLACE

NOTE: CAST-IN-PLACE MANHOLE BOTTOMS SHALL HAVE #4 BARS 12" O.C.E.W. 4" ABOVE BOTTOM OF SLAB EXTENDING TO 3" OF EDGE OF SLAB. CAST-IN-PLACE BOTTOMS SHALL BE A MIN. OF 8" THICK.



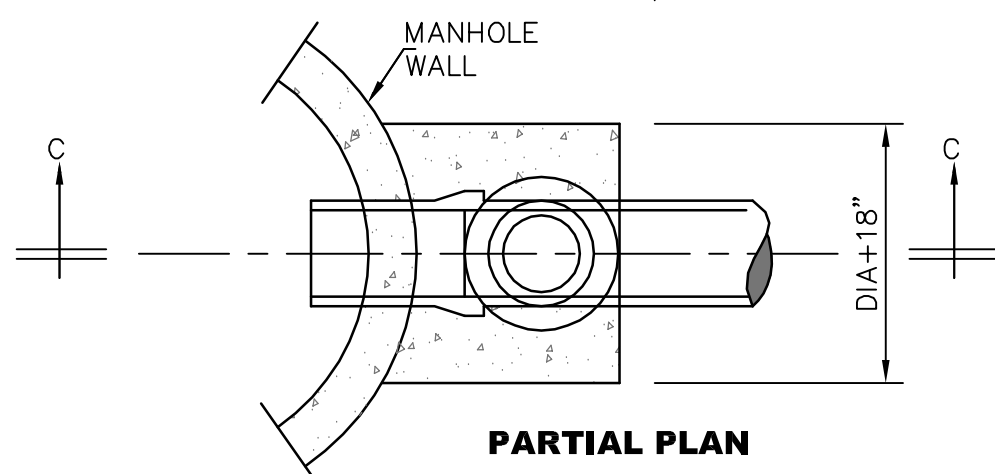
STANDARD ECCENTRIC CONE
FOR ALL DIAMETER MANHOLES

NOTE: DETAILS FOR RISER & BASE SECTIONS ARE SAME AS SHOWN IN SECTION A-A & B-B.



TYPICAL SEWER PIPE
CONNECTION TO SAME SIZE
DUCTILE IRON SEWER PIPE

NOTE: DROP MANHOLE ASSEMBLY TO BE FORMED AND POURED USING 3,000psi CONC.

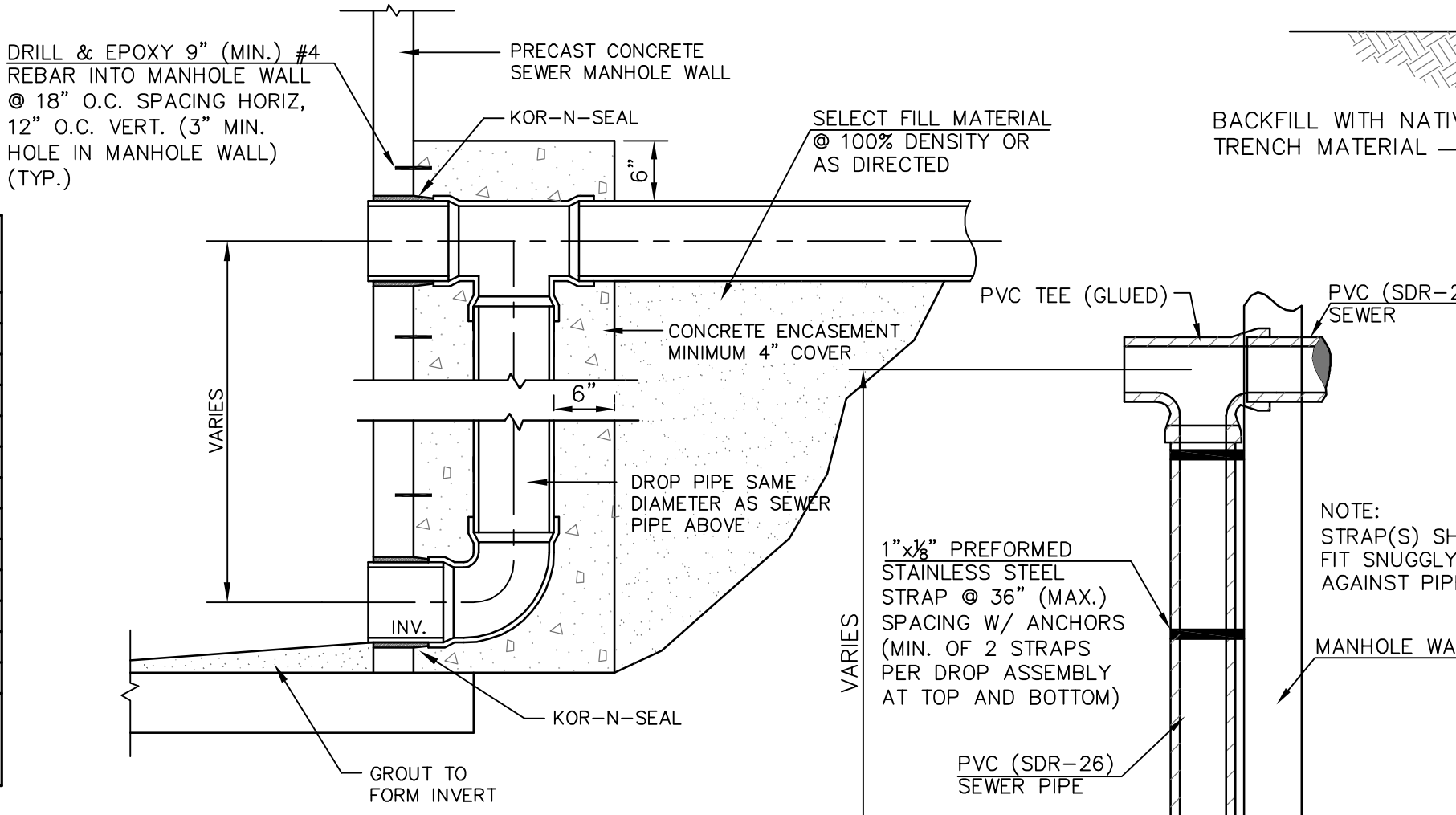


TYPICAL DROP MANHOLE ASSEMBLY

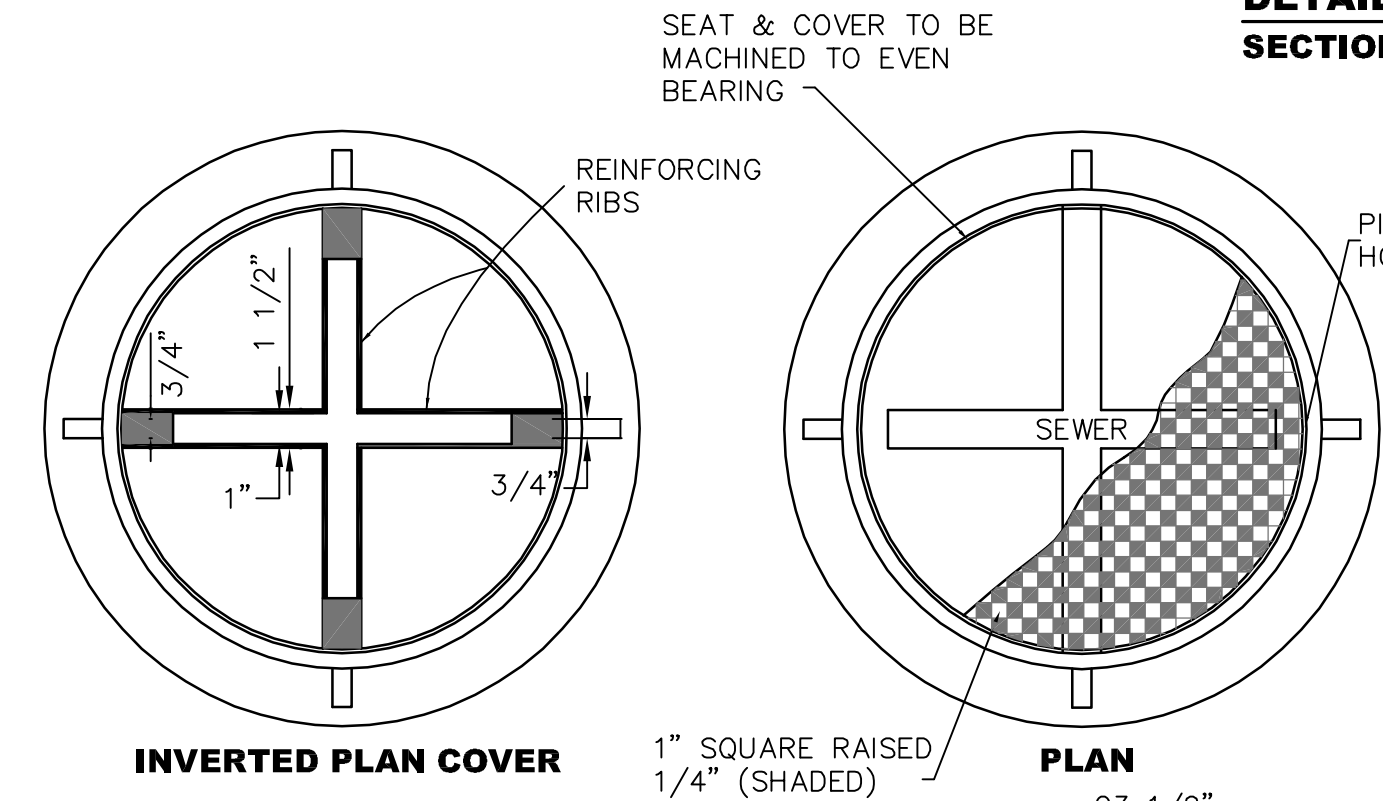
NOTE: ALL MANHOLES SHALL BE STANDARD PRECAST WITH EXTENDED BASES, UNLESS OTHERWISE DIRECTED. FLEXIBLE INLET AND OUTLET CONNECTION BOOTS REQUIRED ON ALL PIPES AND FORCE MAINS.

TABLE NO. 1 GOVERNING DIMENSIONS FOR MANHOLES				
PIPE SIZE	Ø ANGLE	MIN. BASE DIAMETER	"R"	"R"
8" THRU 12"	0° TO 90°	4'	1'-6"	1'-6"
15"	0° TO 60°	5'	1'-10"	1'-10"
15"	60° TO 90°	5'	1'-10"	1'-10"
18"	0° TO 90°	5'	2'-3"	2'-3"
18"	60° TO 90°	5'	1'-10"	1'-10"
21"	0° TO 90°	5'	2'-7"	2'-7"
21"	60° TO 90°	5'	2'-4"	2'-4"
24"	0° TO 45°	6'	3'-0"	3'-0"
24"	45° TO 90°	6'	2'-3"	2'-3"
30"	0° TO 60°	6'	3'-9"	3'-9"
30"	60° TO 90°	6'	2'-8"	2'-8"
36"	0° TO 30°	7'	4'-6"	4'-6"
36" AND LARGER	0° TO 90°	CAST IN PLACE MANHOLE BASE OR PRE-BED PIPE M.H. BASE AND ELBOW UNITS.		

* SEE SECTIONAL PLAN, Std. PRECAST MANHOLE

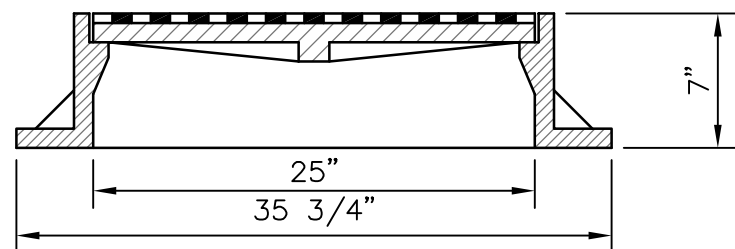


DETAIL "B"
SECTION C-C

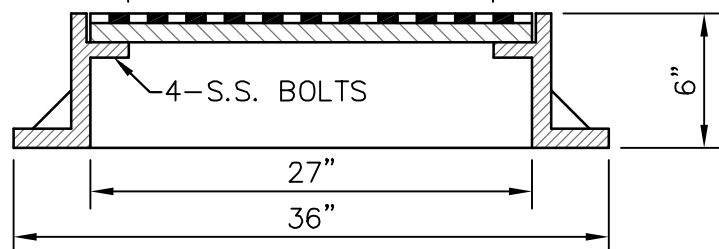


INVERTED PLAN COVER

PLAN



STANDARD SECTION



WATERTIGHT SECTION

STANDARD COVER & FRAME DF-25(7) J.S. OR V-1115 (HOLES IN VULCAN COVERS SHALL BE SEALED BY WELDING) ONLY WATERTIGHT COVER & FRAME V-2357 OR DF-25(7) W.T. ONLY

STANDARD MANHOLE COVERS

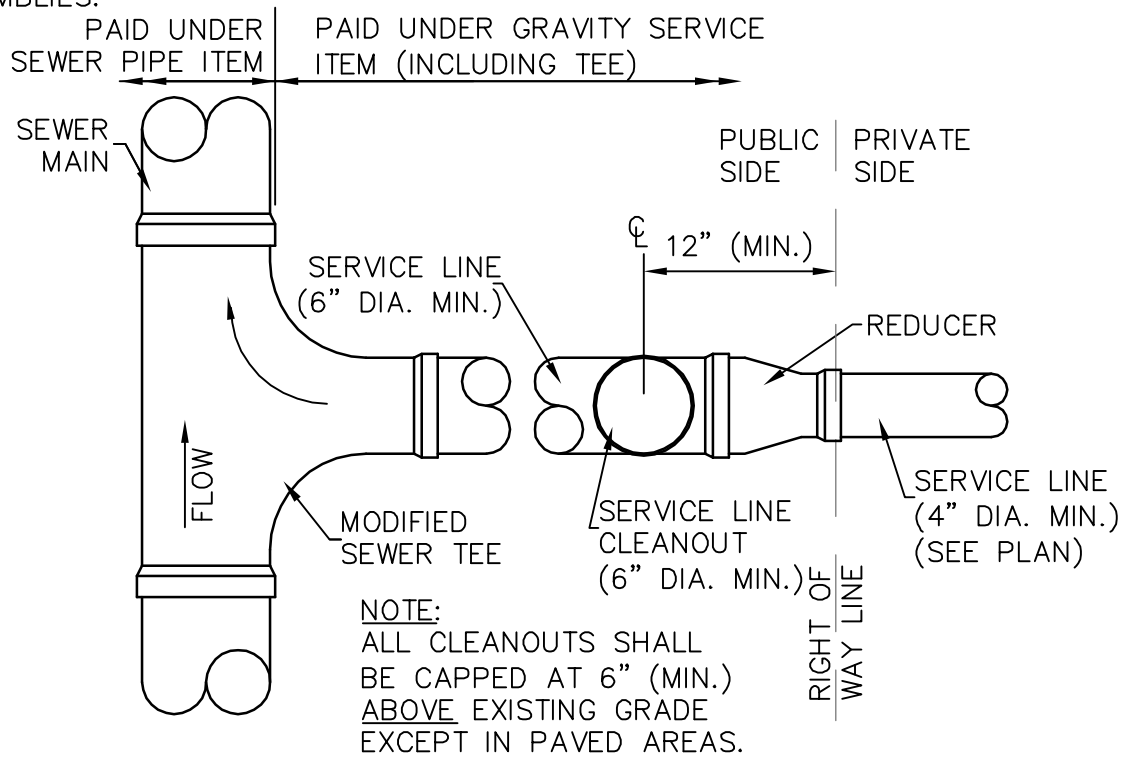
ALL PIPE & FITTINGS SHALL BE SAME MATERIAL AS INLET PIPE.

DETAIL "A"
SECTION C-C

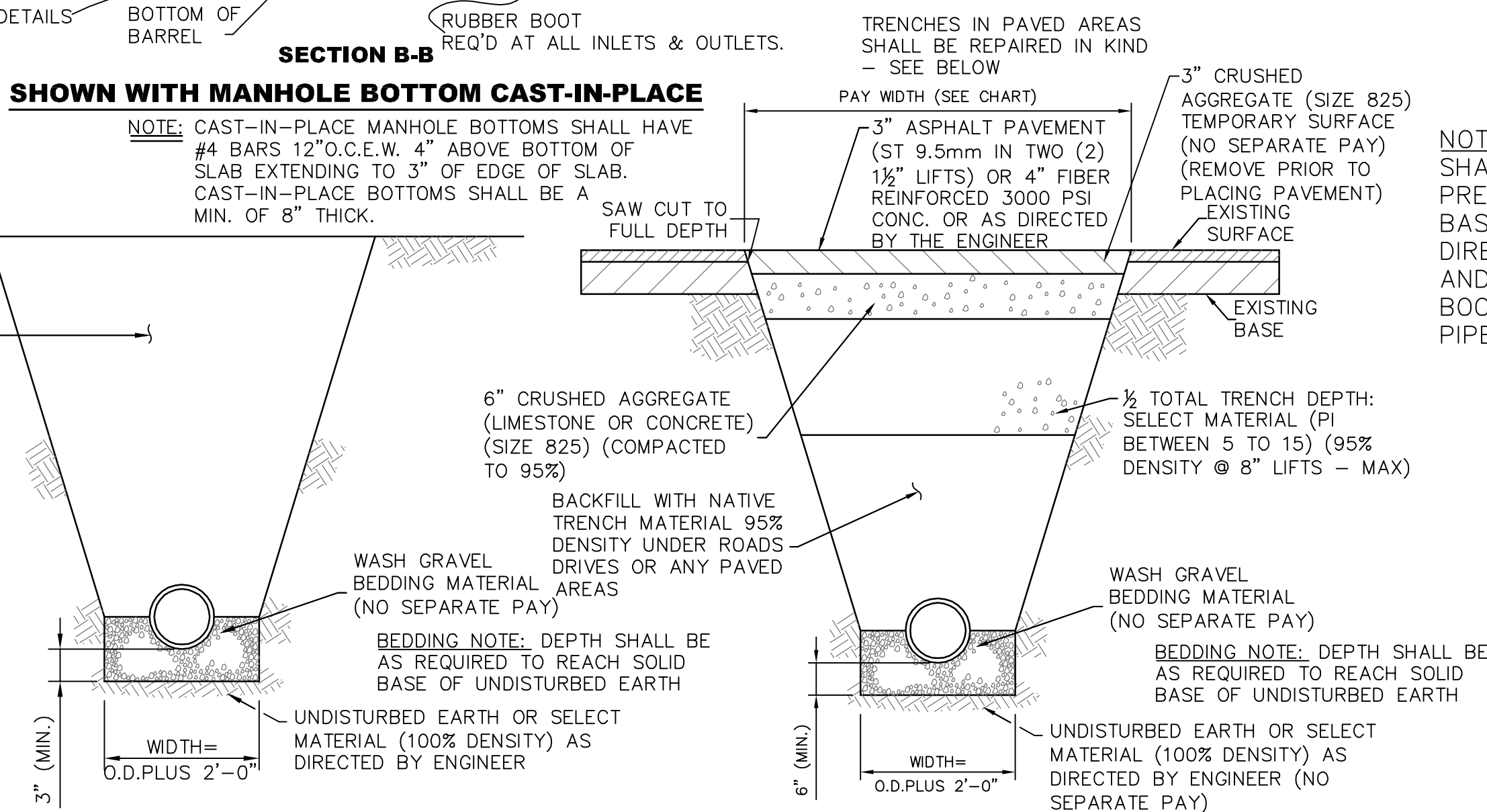
TYPICAL DROP MANHOLE ASSEMBLY

NOTES:

- USE DETAIL "A" ONLY WHERE SINGLE DROP ASSEMBLY IS REQ'D. FOR MULTIPLE DROPS USE DETAIL "B" SHOWN ELSEWHERE ON THIS SHEET FOR 48" MANHOLE. FOR MULTIPLE DROP ASSEMBLIES IN LARGER MANHOLES, DROPS SHALL BE PLACED AS DIRECTED BY THE ENGINEER.
- ALL HARDWARE SHALL BE STAINLESS STEEL.
- ALL APPURTENANCES SHALL BE INCLUDED IN BID PRICE FOR DROP ASSEMBLIES.



TYPICAL STUB OUT PLAN FOR SERVICE LINE



TYPICAL TRENCH DETAIL

TYPICAL TRENCH AT ROADWAY DETAIL

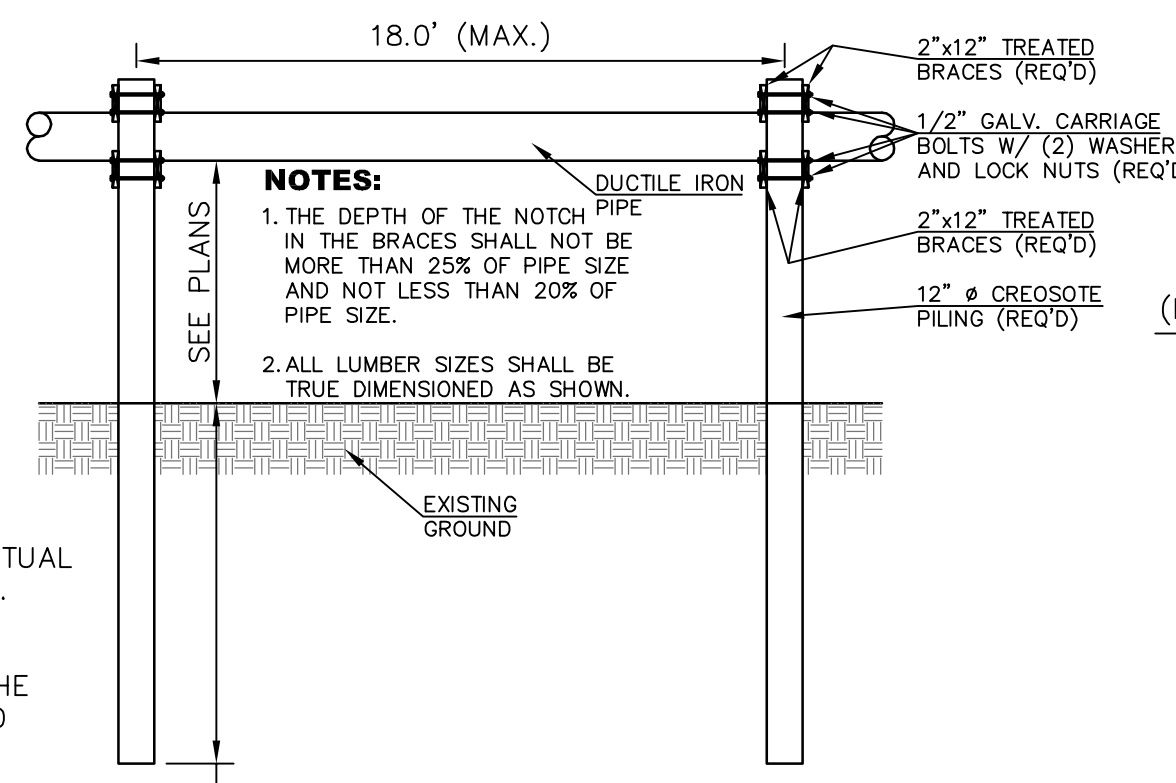
NOTE: ALL TESTING TO BE THE RESPONSIBILITY OF THE CONTRACTOR. (NO SEPARATE PAY)

MAXIMUM PAVEMENT REPAIR PAY CHART	
SEWER MAIN DEPTH	MAXIMUM PAY PAY WIDTH
0'-6"	UP TO 6'
6.1'-8'	UP TO 8'
8.1'-10'	UP TO 10'
10.1'-12'	UP TO 12'
12.1'-14'	UP TO 14'
14.1' & UP	THE LESSER OF UP TO 20' OR EXISTING ROADWAY WIDTH (VERIFY PRIOR TO CUT)

NOTES:

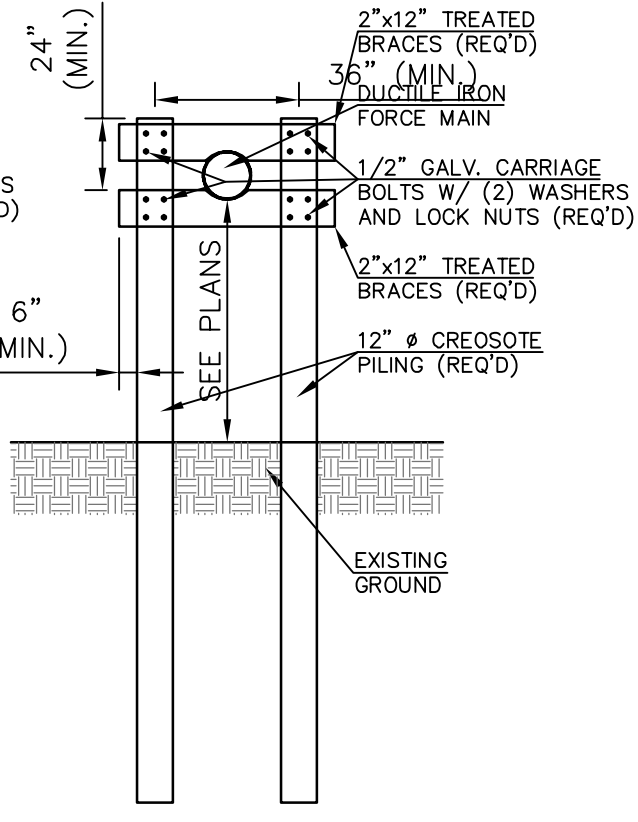
- PAVEMENT REPAIR PAYMENT SHALL BE MADE MEASURING ALONG THE SEWER LINE AND THE ACTUAL WIDTH OF DISTURBED PAVEMENT UP TO THE MAX. WIDTH NOTED ABOVE.
- SEWER MAIN DEPTH SHALL BE DETERMINED BY THE CUT SHEETS PROVIDED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER.
- FOR AREAS OF DEEP CUT (OVER 14' DEPTH), THE REPAIR AREA SHALL BE MEASURED BASED ON THE EXISTING WIDTH OF THE ROADWAY FOR SEWER LINES ALONG AND IN THE ROADWAY OR 20' MAX WIDTH FOR SEWER LINES CROSSING A ROADWAY.
- FOR SEWER LINES INSTALLED ALONG THE EDGE OF EXISTING ROADWAY, REPAIRS WIDTHS SHALL BE HALF OF ALL MAX. WIDTHS NOTED ABOVE.

ROAD BORE DETAIL



SIDE VIEW

TREATED WOOD PIPE PIERS



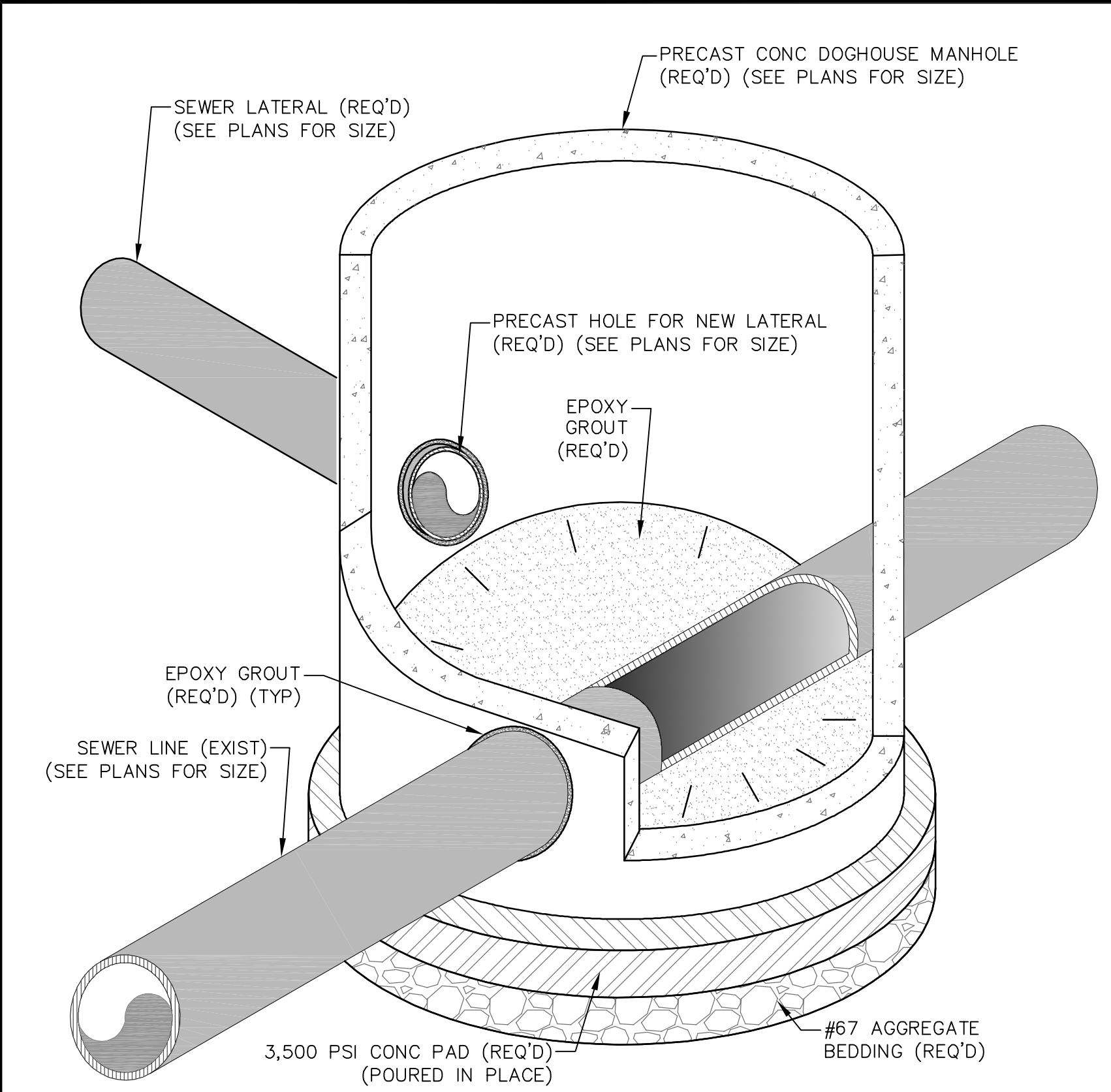
FRONT VIEW

GENERAL NOTES:

- ALL ELEMENTS SHALL CONFORM TO PRECAST MANHOLE SPECIFICATION. A.S.T.M. C-478 LATEST REVISION.
- PRECAST CONCRETE RINGS SHALL BE USED TO BRING MANHOLE FRAME AND COVER TO GRADE USE (11" MAX. RISE).
- MANHOLES IN PAVED AREAS SHALL BE FURNISHED WITH ADJUSTING RINGS.

NO.	DATE	DESCRIPTION	BY
SEWER INSTALLATION DETAILS			
LAMAR BOULEVARD SEWER EXTENSION			
CITY OF HATTIESBURG			
LAMAR COUNTY, MISSISSIPPI			
sdw Engineering Progress			
301 Second Ave, Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: RES	Checked by: SEM	Scale: NONE	
Date: 08-30-2017	Working No. SSD1		
Drawing No.: 11248S	Sheet No. 12		

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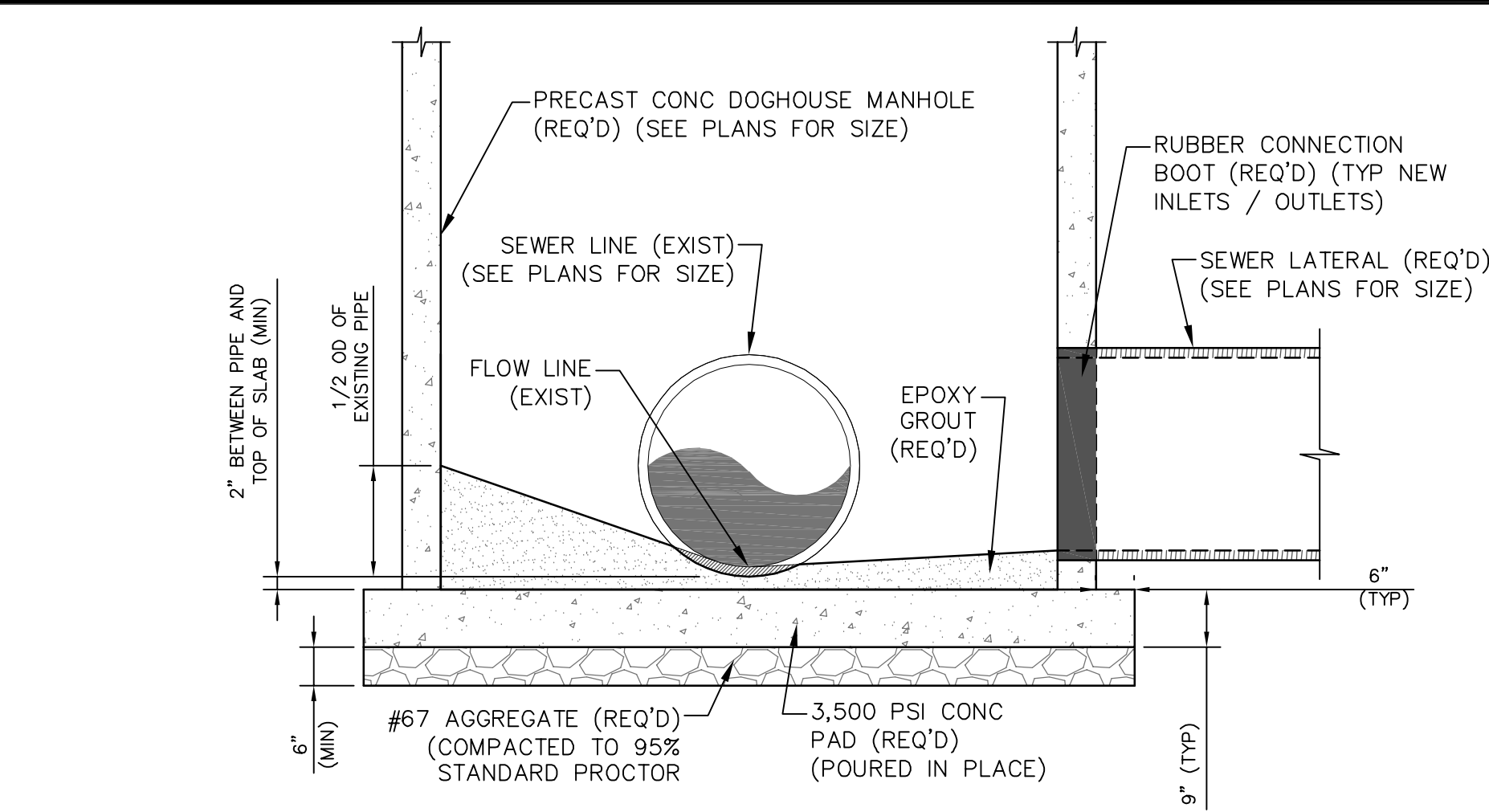


ISOMETRIC VIEW

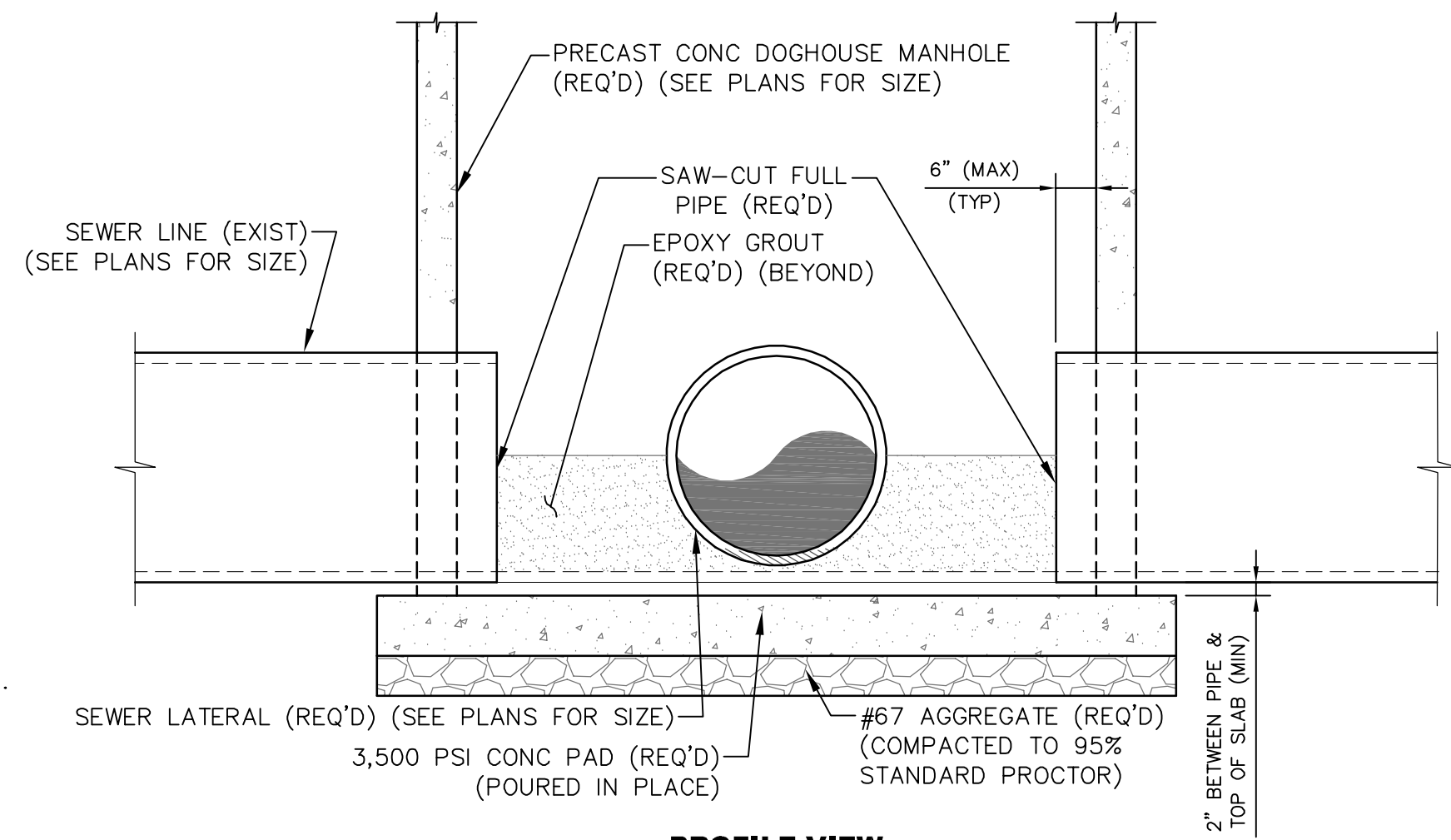
DOGHOUSE MANHOLE NOTES:

1. FLOW SHALL BE MAINTAINED DURING CONSTRUCTION.
2. THIS DETAIL SHALL BE USED WHEN A LATERAL NECESSITATES CONSTRUCTION OF A NEW MANHOLE.
3. CONCRETE MANHOLE PAD SHALL BE POURED IN PLACE AND SHALL BE POURED UPON A #67 AGGREGATE BEDDING.
4. AGGREGATE BEDDING SHALL HAVE A
5. ALL PARTS OF THE DOGHOUSE MANHOLE CONSTRUCTION, CONCRETE PAD, AGGREGATE BASE, GROUT, ETC, SHALL BE PAID UNDER DOGHOUSE' MANHOLE ITEM.

MINIMUM DEPTH OF 6" AND SHALL BE COMPACTED TO 95% STANDARD PROCTOR PRIOR TO CONSTRUCTION OF CONCRETE PAD.

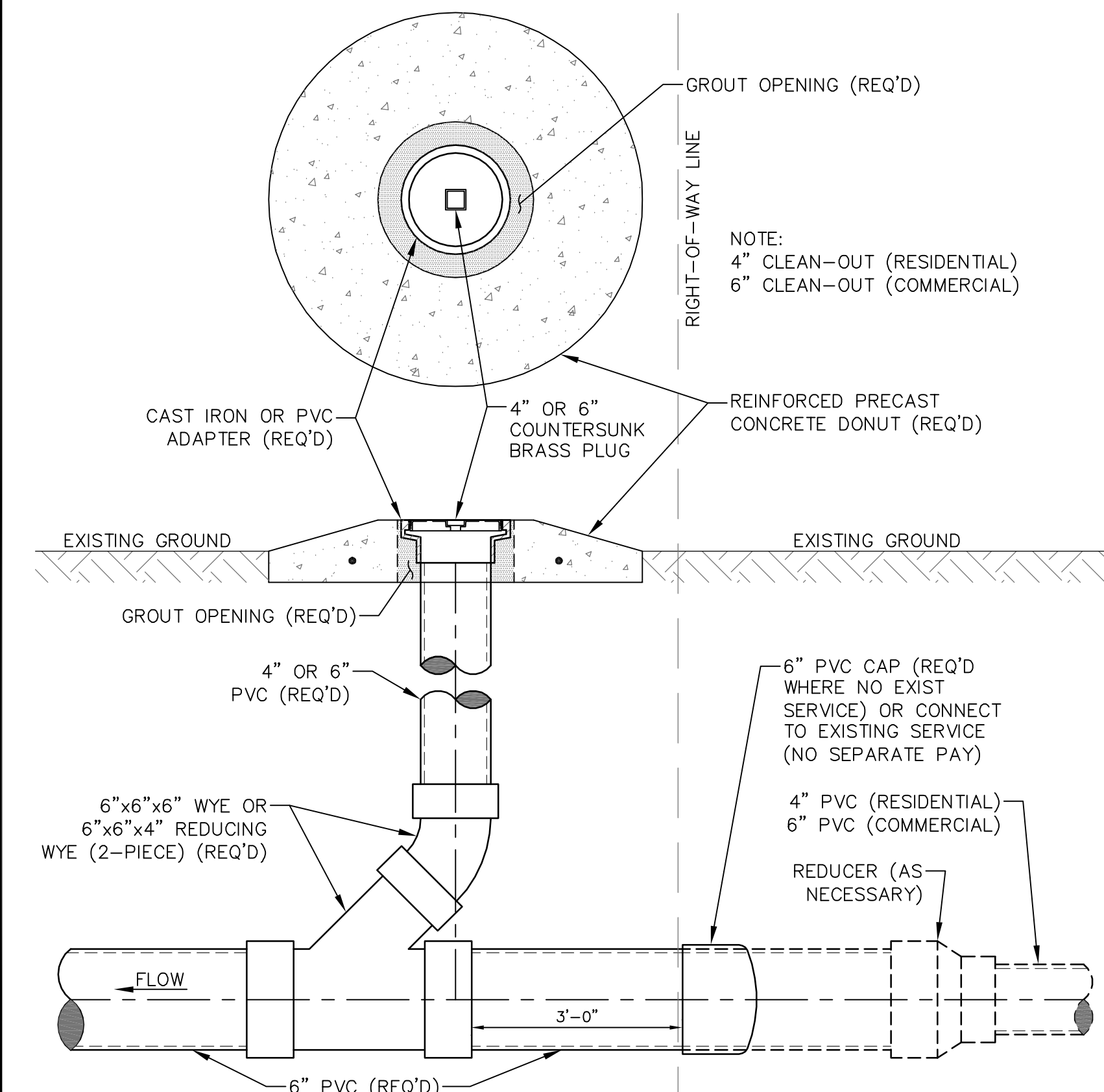


SECTION VIEW

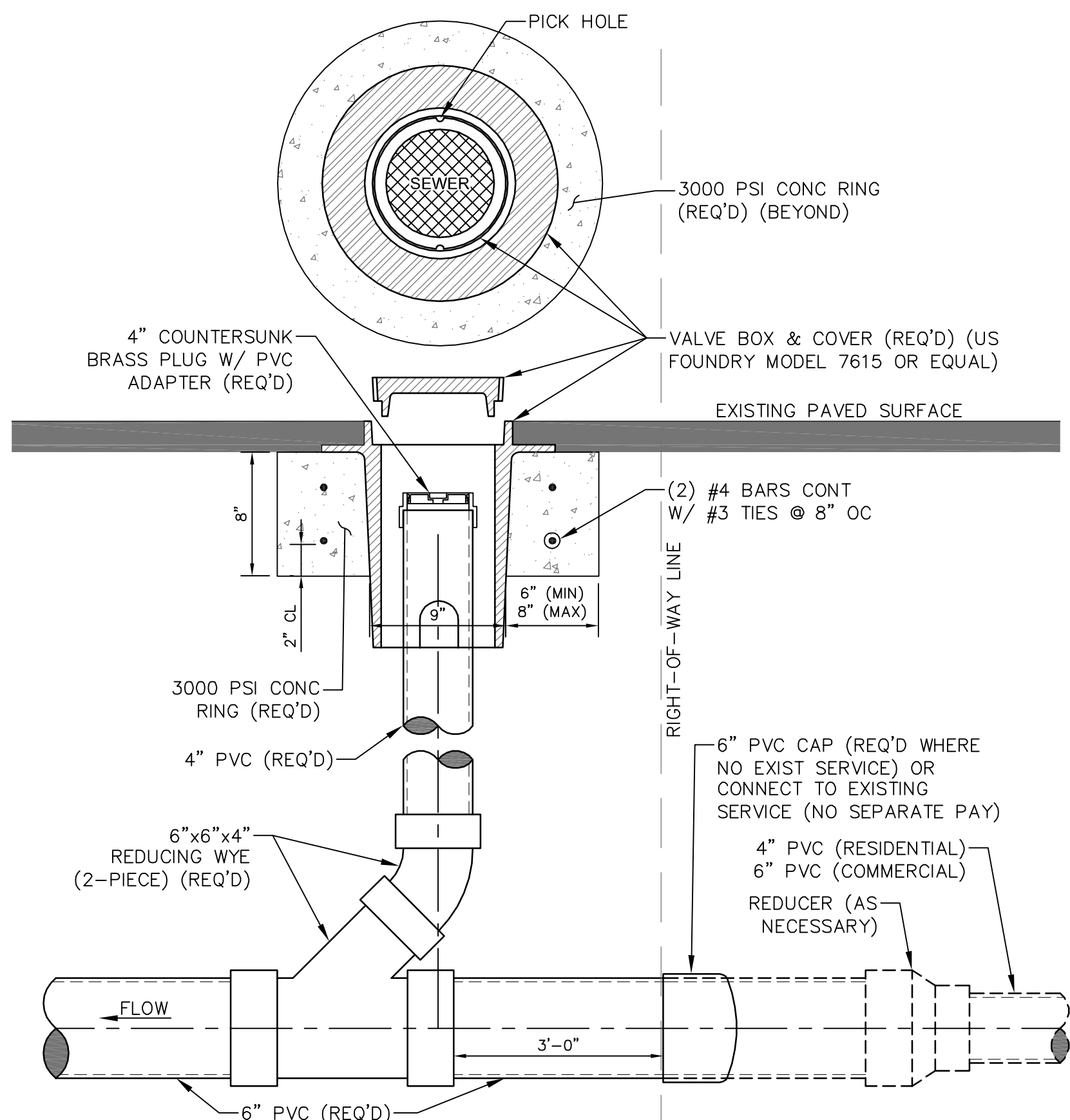


PROFILE VIEW

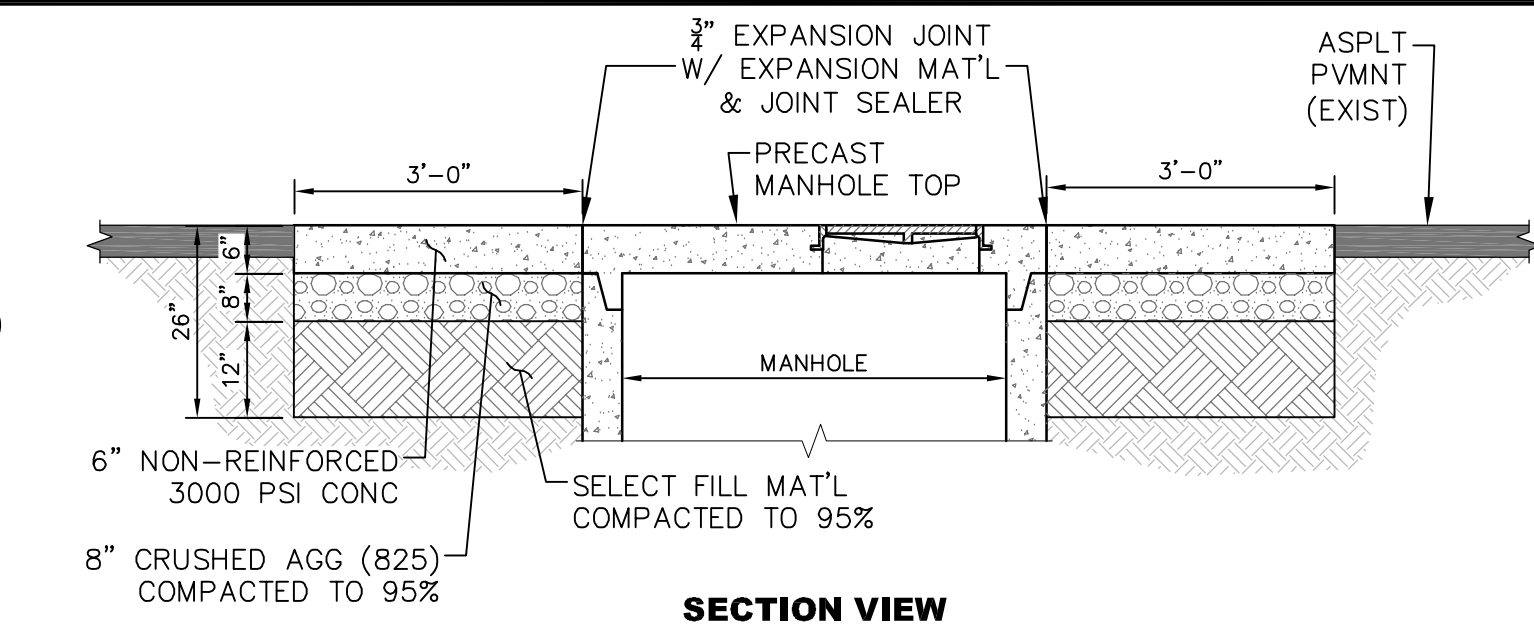
DOGHOUSE MANHOLE DETAIL



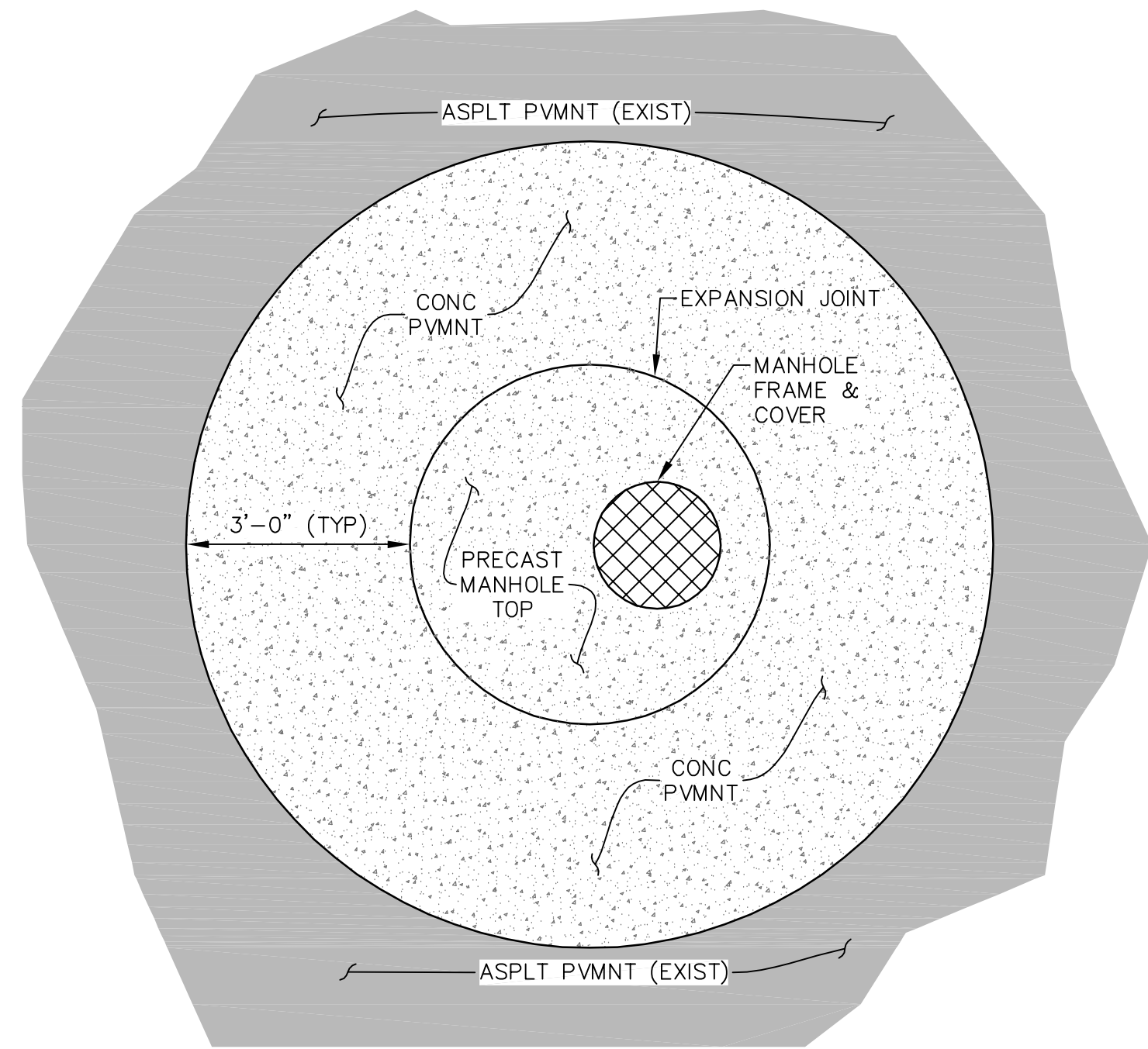
4" OR 6" HEAVY DUTY CLEANOUT - GRASSED AREA



4" HEAVY DUTY CLEANOUT - PAVED AREA
SANITARY SEWER CLEANOUT DETAIL - SECTION VIEWS

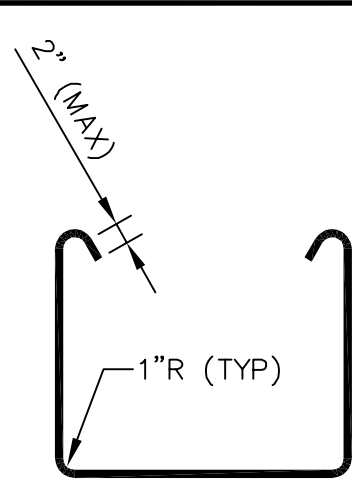


SECTION VIEW

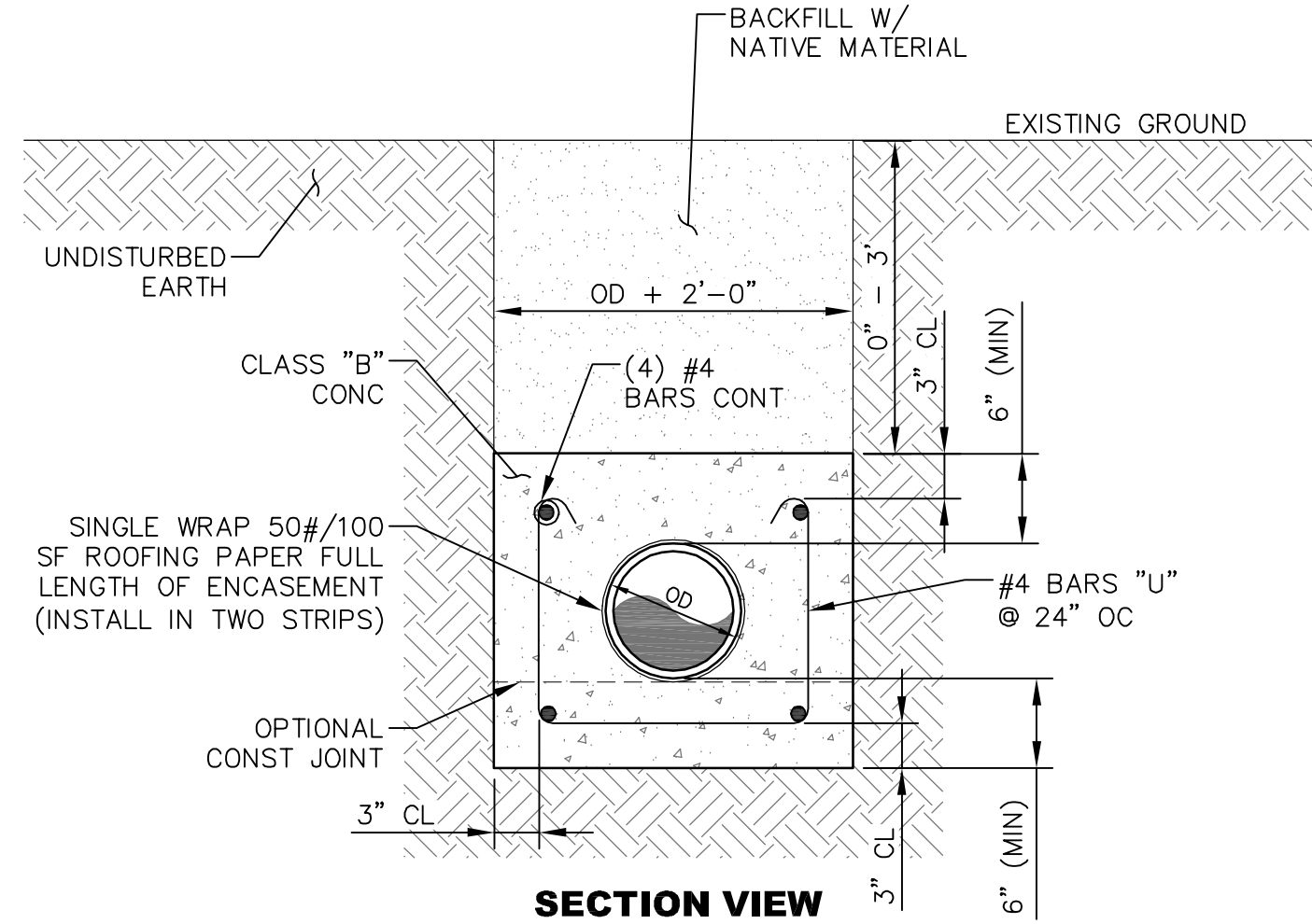


PLAN VIEW

TYPICAL ADDITIONAL PAVING DETAIL @ FLAT TOP MANHOLE

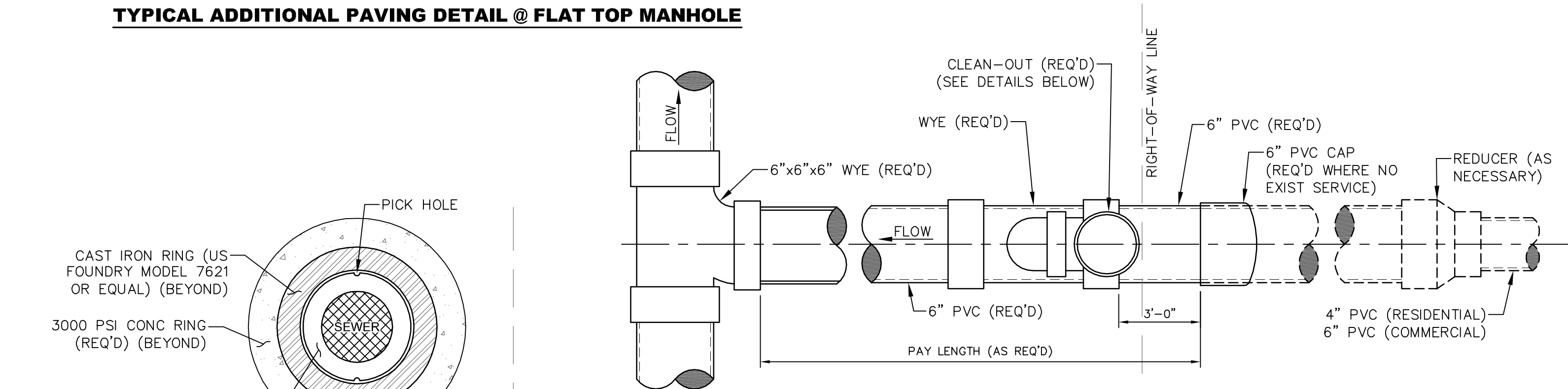


BAR "U" DETAIL



SECTION VIEW

CONCRETE ENCASEMENT FOR LOW COVER DETAIL



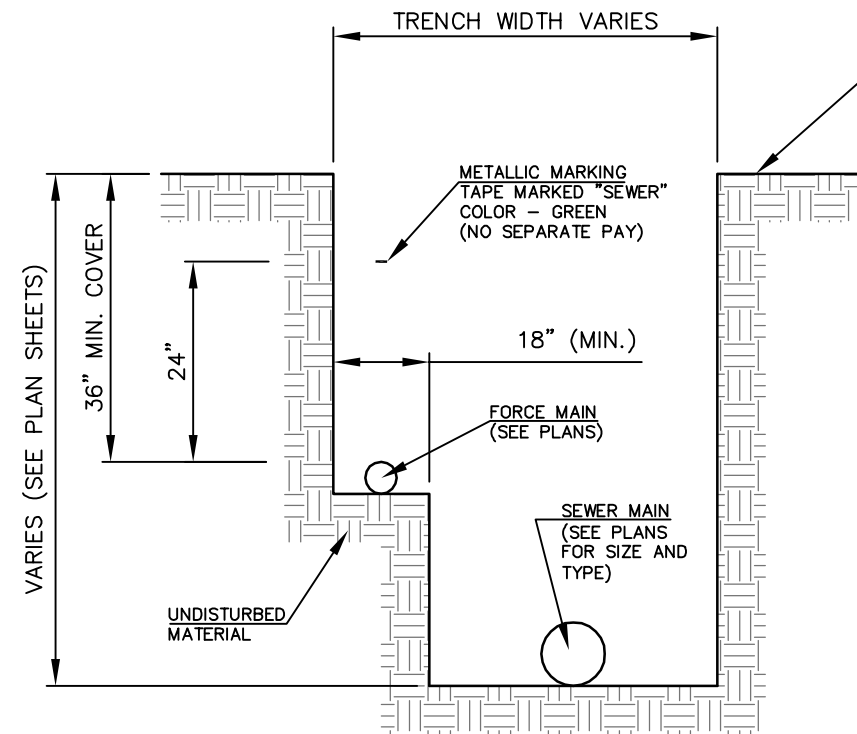
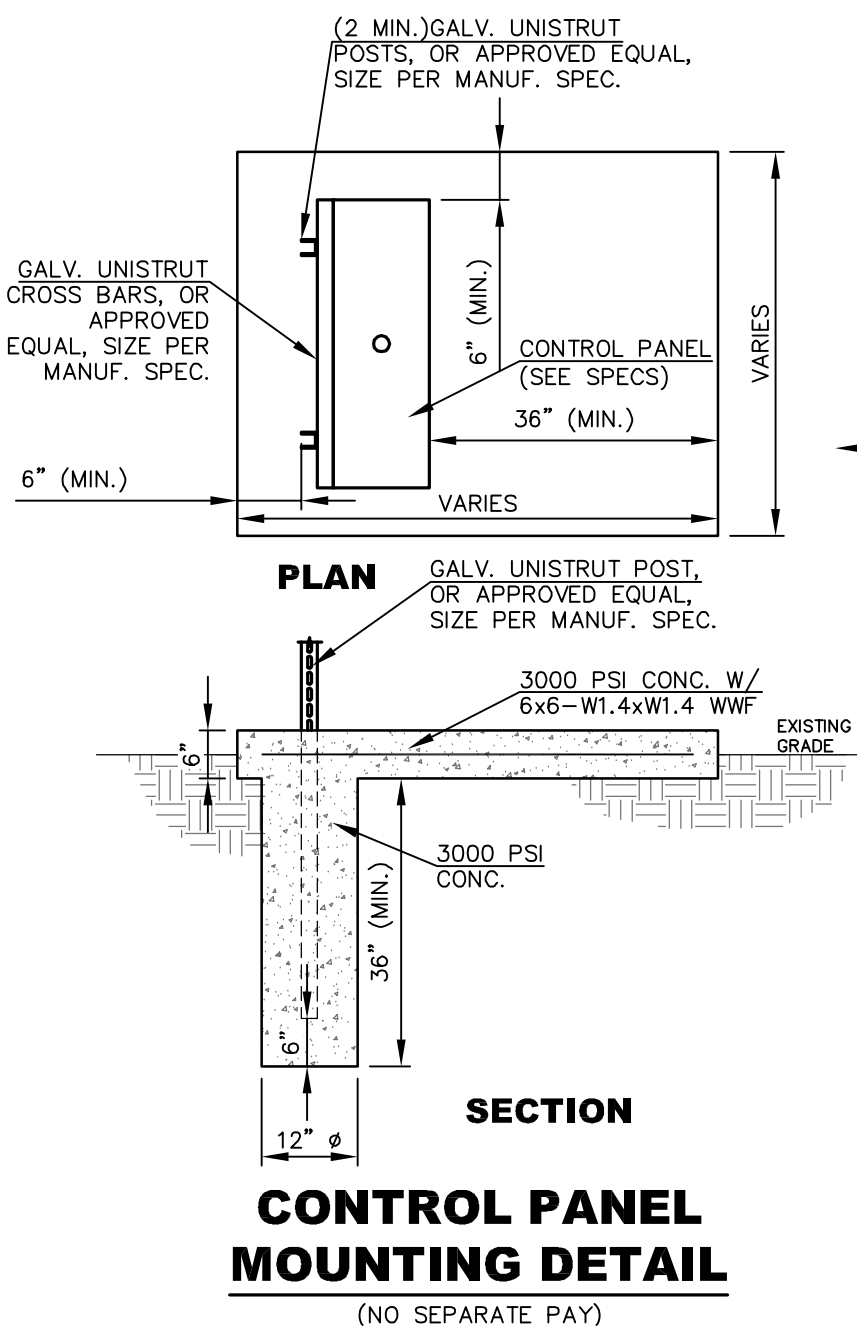
SERVICE CONNECTION - PLAN VIEW

CLEANOUT NOTE:

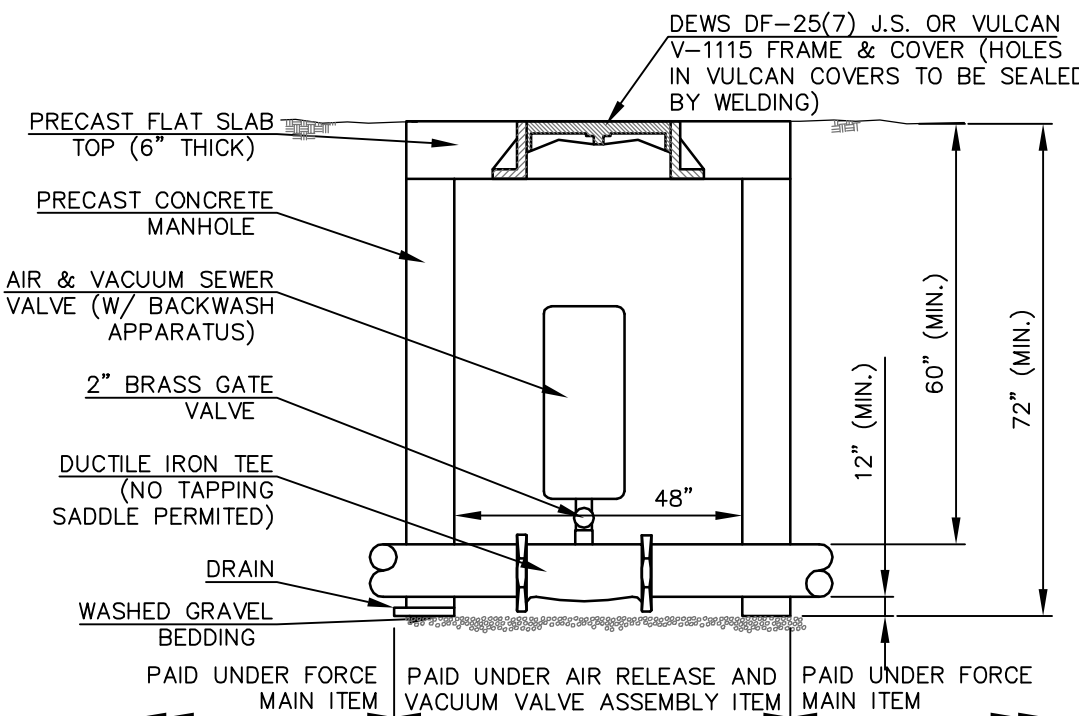
CLEANOUTS SHALL BE PLACED AT 75 FT O.C. ON ALL SERVICES. CLEAN-OUTS SHALL BE PLACED AT ALL BENDS IN SERVICE LINES OVER 22.5'.

NO.	DATE	DESCRIPTION	BY
SEWER INSTALLATION DETAILS			
LAMAR BOULEVARD SEWER EXTENSION			
CITY OF HATTIESBURG			
LAMAR COUNTY, MISSISSIPPI			
 Engineering Progress			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: RES	Checked by: SEM	Scale: NONE	
Date: 08-30-2017	Working No. <u>SSD2</u>		
Drawing No.: 11248S	Sheet No. <u>13</u>		

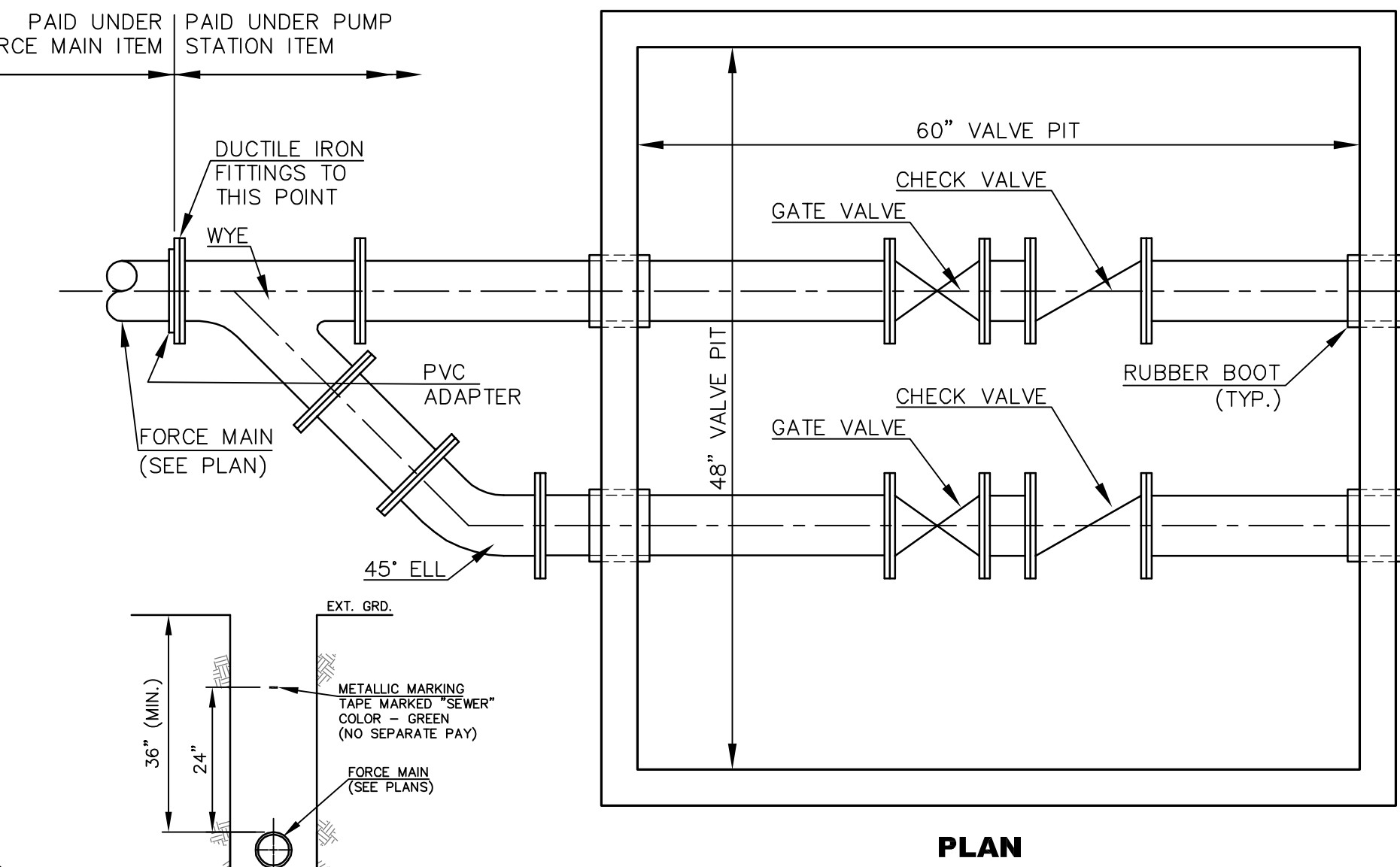
STATION NUMBER	GROUND ELEVATION	TOP ELEVATION	BOTTOM ELEVATION	INVERT ELEV. INLET PIPE	DIM. "A"	DIM. "B"	DIM. "C"	DIM. "D"	HIGH POINT ELEVATION	TOTAL FORCE MAIN LENGTH	DISCHARGE PIPE SIZE	VALVE SIZE	PUMP HORSE POWER	NO. OF PUMPS	RPM	GPM	TDH
1	297.71	298.71	279.70	287.70 (10")	6'	18.51'	7.5'	2'	330.30	2,230'	4"	4"	10	2	1,750	80	60'



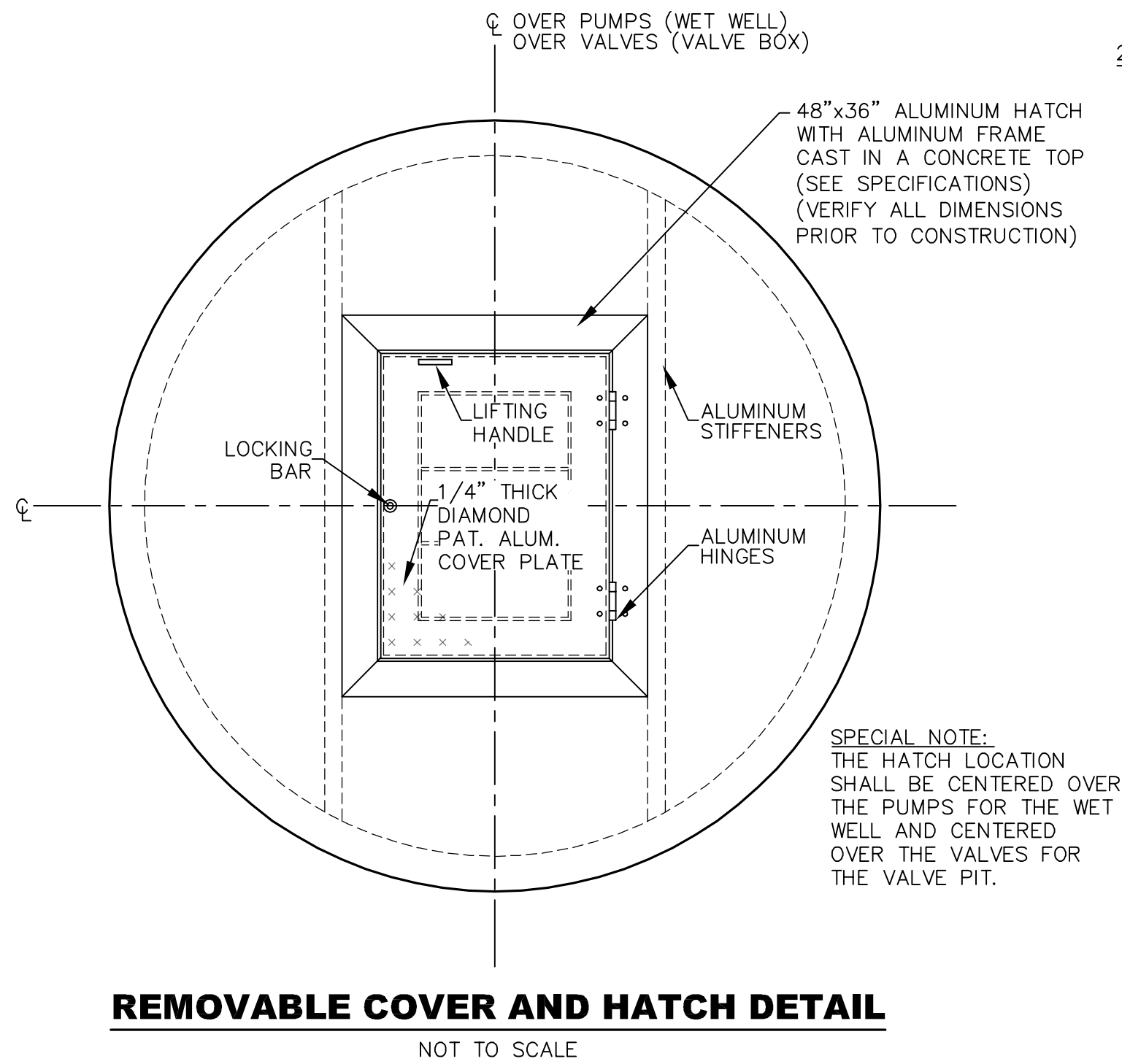
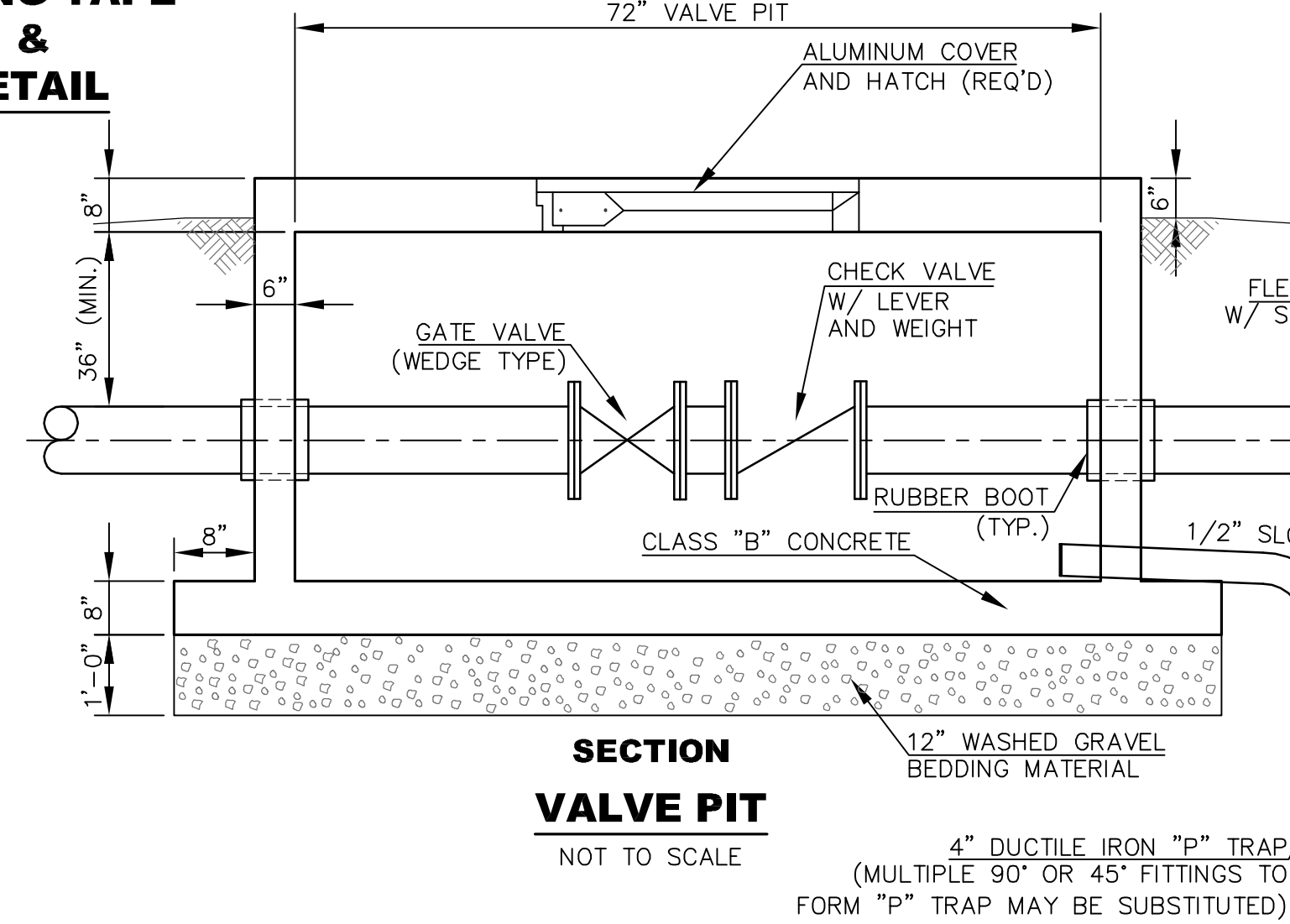
DETAIL OF COMBINATION FORCE MAIN/GRAVITY MAIN TRENCH



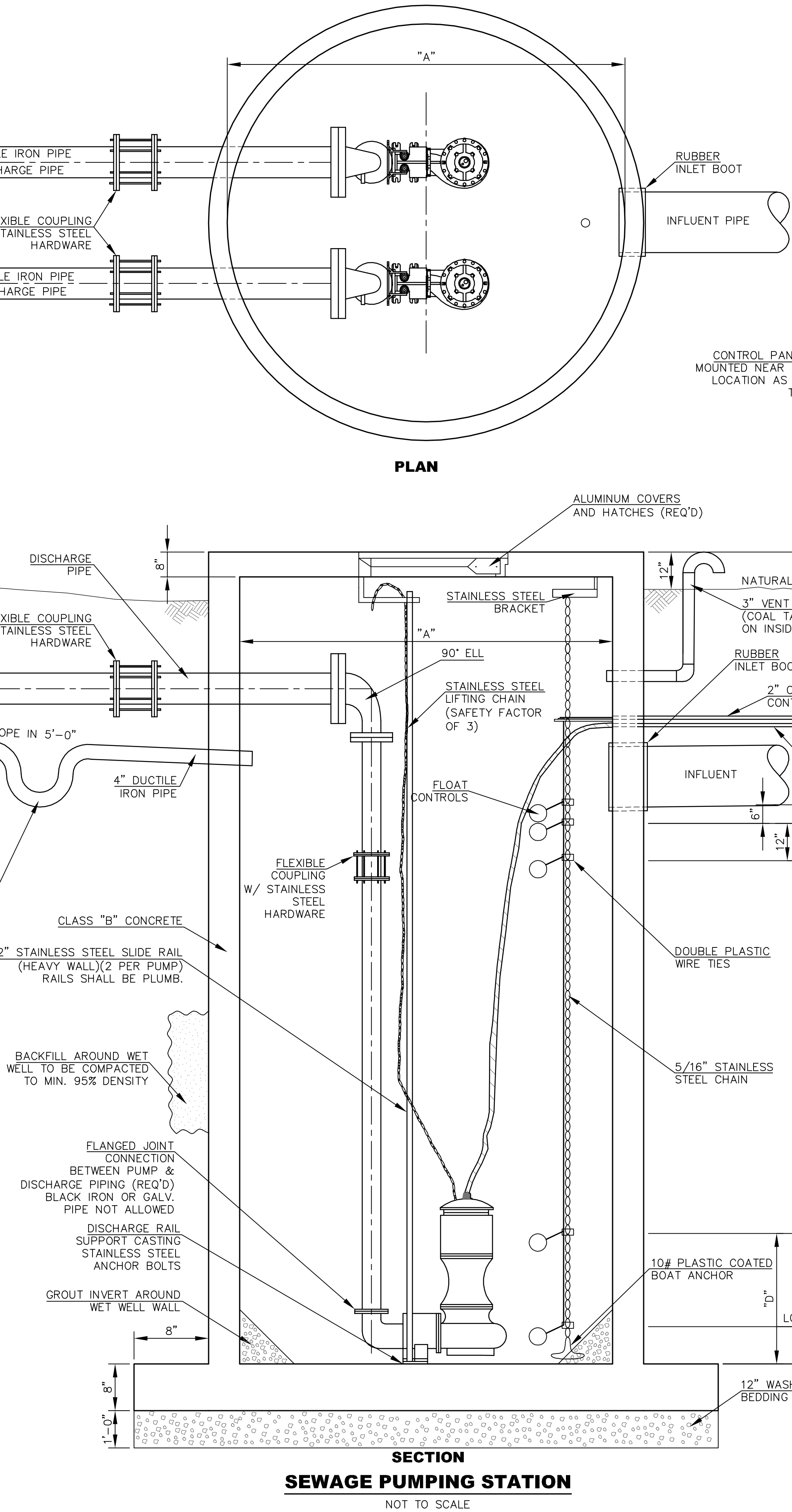
FORCE MAIN AIR AND VACUUM RELEASE SEWER VALVE DETAIL
(FOR SEWER FORCE MAINS 4" IN DIA. AND OVER)



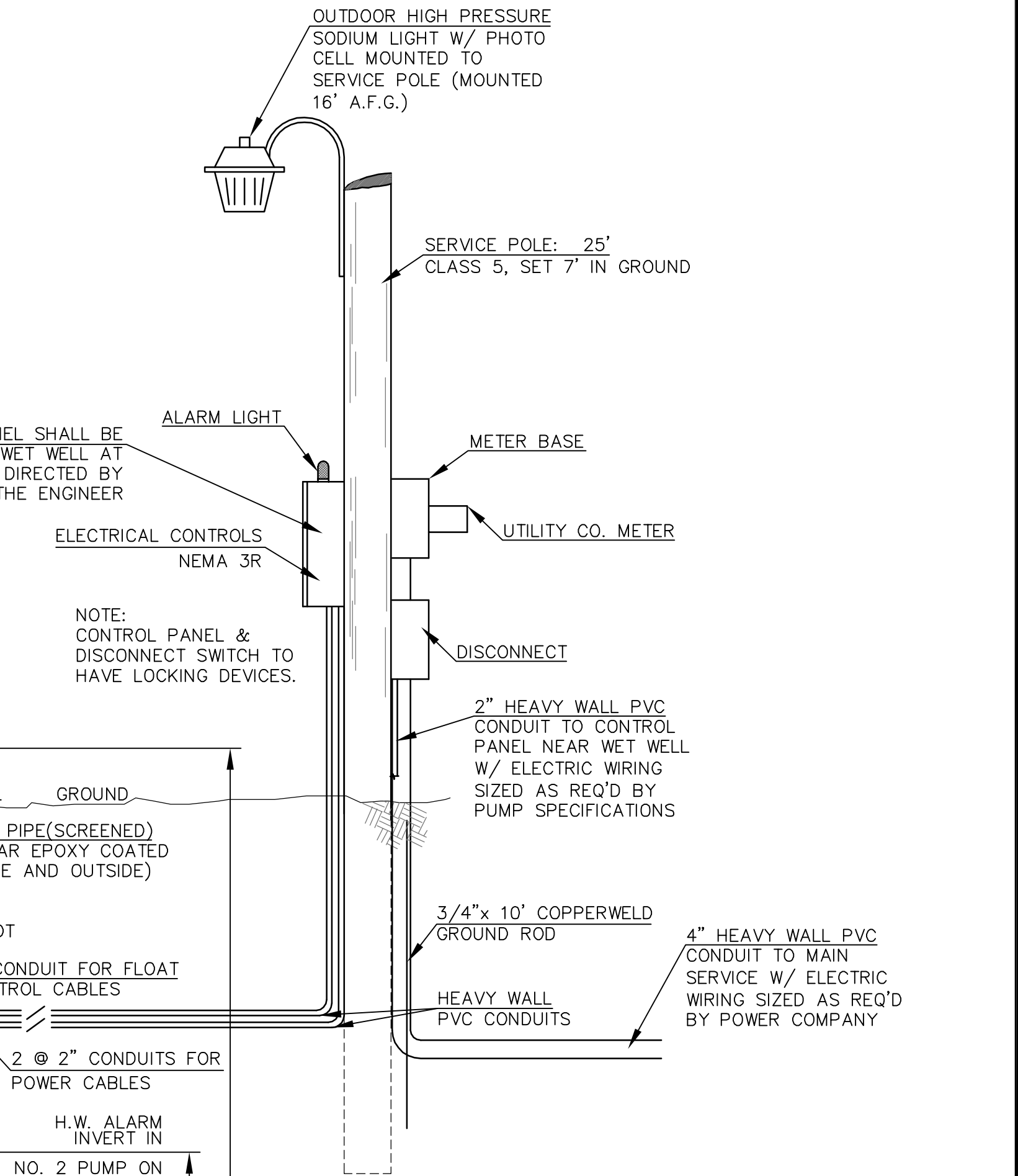
METALLIC MARKING TAPE FORCE MAIN & PLACEMENT DETAIL



REMOVABLE COVER AND HATCH DETAIL



SECTION SEWAGE PUMPING STATION



- NOTES:**
- NO SPLICES IN POWER OR FLOAT CONTROL CABLES ALLOWED.
 - ALL BOLTS, NUTS, WASHERS, SPECIAL FITTINGS, ETC., SHALL BE MADE OF STAINLESS STEEL.
 - DUCTILE IRON PIPING AND FITTINGS SHALL BE BITUMINOUS COATED OUTSIDE AND COATED INSIDE WITH 20 MIL. COAL TAR EPOXY.
 - ALL HOLES IN WET WELL OR VALVE BOX AROUND DISCHARGE PIPES, VENT, ETC. SHALL BE FILLED WITH EPOXY MORTAR.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING UNDERGROUND 3-PHASE ELECTRICAL SERVICE TO THE LIFT STATION AND ANY FEES ASSOCIATED WITH SAID SERVICE.
 - ALL ABOVE GROUND ELECTRICAL CONDUITS SHALL FASTENED SECURELY WITH SUNLIGHT RESTRAINTS.
 - CONTRACTOR SHALL VERIFY DIMENSIONS AND LOCATIONS OF PUMPS WITH THE PUMP SUPPLIER PRIOR TO CASTING HATCH FRAME IN WET WELL TOP AND VALVES PRIOR TO CAST HATCH FRAME IN VALVE BOX TOP.
 - INTERMEDIATE GUIDE RAIL SUPPORTS SHALL BE REQUIRED AT THE HALFWAY POINT IN THE WETWELL TO PROVIDE LATERAL SUPPORT. (NOT SHOWN FOR CLARITY)
 - WETWELL SHALL BE COATED AFTER INSTALLATION AS DIRECTED BY THE ENGINEER. (SEE SPECS. FOR COATING TYPE)

1	10/04/17	REVISED BOTTOM ELEVATION	RES
NO.	DATE	DESCRIPTION	BY
PUMP STATION DETAILS			
LAMAR BOULEVARD SEWER EXTENSION CITY OF HATTIESBURG LAMAR COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by:	RES	Checked by:	SEM
Date:	09-18-2017	Working No.:	PSD1
Drawing No.:	11248S	Sheet No.:	14

G:\PROJECTS\Hattiesburg_City of 11248 - Infrastructure Improvements Along Lamar Boulevard\11248 CAD Files\11248_Sew_Dwg_VS1.dwg, VS1, 8/30/2017 3:48:05 PM

VEGETATION SCHEDULE						
EROSION CONTROL ITEMS		SEASONAL APPLICATIONS - DATES & RATES				REQUIREMENTS
		SPRING & SUMMER		FALL & WINTER		
	ITEMS	RATES	DATES	RATES	DATES	
⑦	TOPSOIL FOR SLOPE TREATMENT (LVM)	4" THICK	MARCH 1 TO SEPTEMBER 1	4" THICK	SEPTEMBER 1 TO MARCH 1	TOPSOIL REQUIRED ON SLOPES DETERMINED BY THE ENGINEER DURING CONSTRUCTION
	STANDARD GROUND PREPARATION	PER SQ. FT.	MARCH 1 TO SEPTEMBER 1	PER SQ. FT.	SEPTEMBER 1 TO MARCH 1	GROUND PREPARATION REQUIRED ON AREAS TO RECEIVE SOLID SODDING OR SEEDING, AS APPLICABLE
①	AGRICULTURAL LIMESTONE	3 TONS / ACRE	MARCH 1 TO SEPTEMBER 1	3 TONS / ACRE	SEPTEMBER 1 TO MARCH 1	LIMESTONE SHALL BE MECHANICALLY SPREAD UNIFORMLY AND INCORPORATED INTO THE SOIL PRIOR TO PLANTING
	COMBINATION FERTILIZER (13–13–13)	1000 LBS / ACRE	MARCH 1 TO SEPTEMBER 1	1000 LBS / ACRE	SEPTEMBER 1 TO MARCH 1	FERTILIZER SHALL BE MECHANICALLY SPREAD UNIFORMLY AND INCORPORATED INTO THE SOIL PRIOR TO PLANTING
②	SUPER PHOSPHATE	0.5 TON / ACRE (EST)	MARCH 1 TO SEPTEMBER 1			SUPER PHOSPHATE (FOR BID ITEM PURPOSES)
⑤	SEEDING (BERMUDA GRASS)	20 LBS / ACRE	MARCH 1 TO SEPTEMBER 1	20 LBS / ACRE	SEPTEMBER 1 TO MARCH 1	SEED REQUIRED ON DISTURBED AREAS. UNHULLED SEED MAY BE REQUIRED DURING THE DORMANT SEASON AS DIRECTED
⑤	SEEDING (TALL FESCUE)			15 LBS / ACRE	AUGUST 15 TO MARCH 15	SEED REQUIRED IN DISTURBED AREAS
⑤	SEEDING (CRIMSON CLOVER)			20 LBS / ACRE	AUGUST 15 TO MARCH 15	SEED REQUIRED ON DISTURBED AREA
⑥	VEGETATIVE MATERIAL FOR MULCH	2 TONS / ACRE (EST)	MARCH 1 TO SEPTEMBER 1	2 TONS / ACRE (EST)	SEPTEMBER 1 TO MARCH 1	THE ENGINEER WILL DESIGNATE THE RATES OF APPLICABLE (SEE SUBSECTION 215–03.3)
	SOLID SODDING	PER SQ. YD.	MARCH 1 TO SEPTEMBER 1	PER SQ. YD.	SEPTEMBER 1 TO MARCH 1	SOLID SOD REQUIRED ON AREAS SPECIFIED IN THE CONTRACT OR BY THE ENGINEER
④	WATERING	20 GAL / S.Y. (EST)	MARCH 1 TO SEPTEMBER 1	20 GAL. / S.Y. (EST)	SEPTEMBER 1 TO MARCH 1	TO BE USED AS DIRECTED IN THE PLANTING AND ESTABLISHING OF SOLID SOD
	INSECT PEST CONTROL	PER ACRE		PER ACRE		SEE SECTION 220
TEMPORARY EROSION CONTROL ITEMS						
	LIGHT GROUND PREPARATION	PER SQ. YD.		PER SQ. YD.		APPROXIMATELY HALF SQ.YD. STANDARD GROUND PREPARATION
	COMBINATION FERTILIZER (13–13–13)	0.25 TONS/ ACRE		0.25 TONS/ ACRE		QUANTITY BASED ON LIGHT GROUND PREPARATION
	SEEDING (BROWN TOP MILLET)	20 LBS / ACRE	APRIL 1 TO AUGUST 31			QUANTITY BASED ON LIGHT GROUND PREPARATION
	SEEDING (RYE GRASS)			25 LBS / ACRE	SEPTEMBER 1 TO MARCH 31	QUANTITY BASED ON LIGHT GROUND PREPARATION
	SEEDING (OATS)			90 LBS / ACRE	SEPTEMBER 1 TO DECEMBER 15	QUANTITY BASED ON LIGHT GROUND PREPARATION
	VEGETATIVE MATERIAL FOR MULCH	1 TON / ACRE (EST)		1 TON / ACRE (EST)		QUANTITY BASED ON LIGHT GROUND PREPARATION

- ① ALL AREAS THAT HAVE BEEN VEGETATED, UNDER THIS CONTRACT, FOR AT LEAST (60) SIXTY DAYS, SHALL RECEIVE ADDITIONAL APPLICATION(S) OF FERTILIZER(S) OF THE TYPE(S) AND RATE(S) OF APPLICATIONS AS DETERMINED BY SOIL TEST OR AS DIRECTED DURING THE GROWING SEASONS THE CONTRACT IS IN FORCE. GROUND PREPARATION WILL NOT BE REQUIRED FOR THE ADDITIONAL APPLICATIONS.
- ② PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 100% OF THE ACREAGE WILL BE SEEDED.
- ③ PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 50% OF THE ACREAGE WILL BE SEEDED.
- ④ QUANTITY ESTIMATED ON THE BASIS THAT 50% OF THE ACREAGE VEGETATED MAY REQUIRED TREATMENT.
- ⑤ THIS ITEM MAY BE OMITTED ON AREAS SELECTED BY THE ENGINEER.
- ⑥ BAHIAGRASS WILL NOT BE PERMITTED AS A MULCH MATERIAL.
- ⑦ PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 75% OF THE ACREAGE SEEDED MAY REQUIRE TOPSOIL

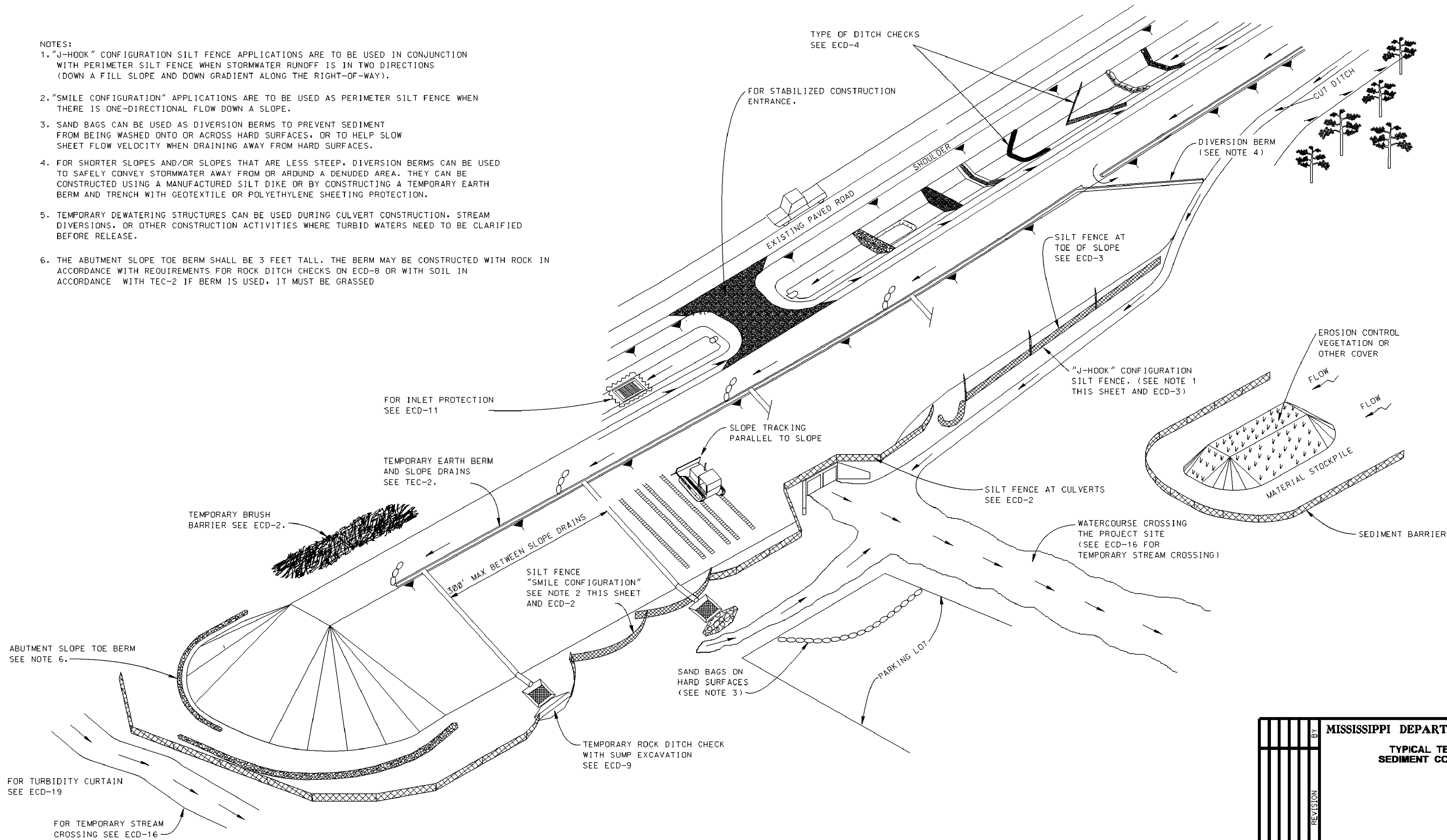
TEMPORARY EROSION CONTROL ITEMS REQUIRED FOR DETOURS

ITEM	RATE	SEASONAL LIMITATIONS
STANDARD GROUND PREPARATION	----	---
COMBINATION FERTILIZER (13-13-13)	500 LBS/ACRE	---
SEEDING (BERMUDA GRASS)	10 LBS/ACRE	---
SEEDING (TALL FESCUE)	20 LBS/ACRE	AUGUST 15 TO MARCH 15
VEGETATIVE MATERIAL FOR MULCH	2 LBS/ACRE	---

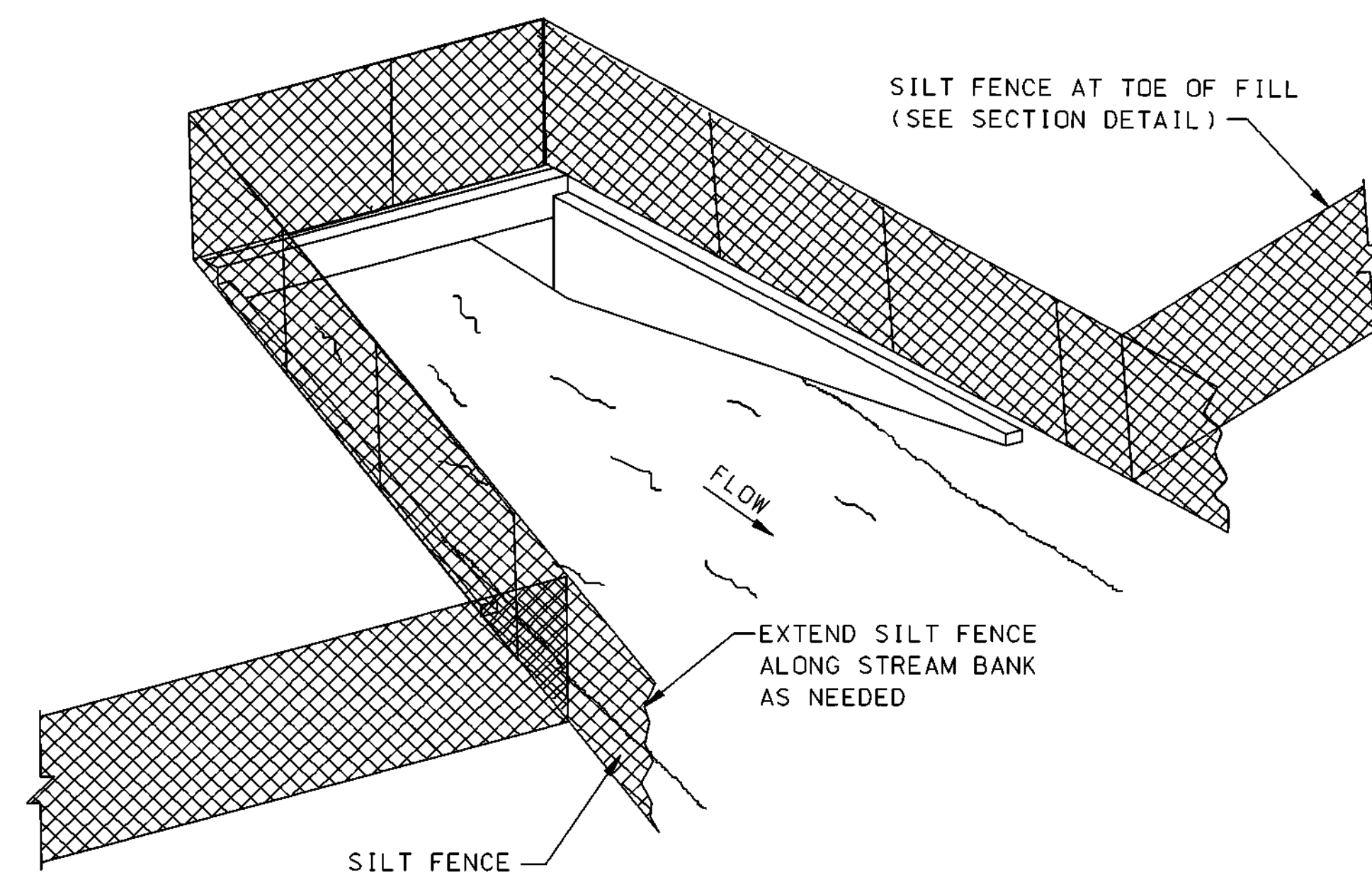
NOTE: ALL VEGETATION ON THIS PROJECT SHALL BE PAID FOR UNDER AS OUTLINED IN THE BID PROPOSAL. ITEMS SHALL BE APPLIED USING THE RATES OF APPLICATION AS SHOWN ON THIS SHEET AND WILL NOT BE MEASURED FOR SEPARATE PAYMENT.

NO.	DATE	DESCRIPTION	BY		
VEGETATION SCHEDULE					
LAMAR BOULEVARD SEWER EXTENSION CITY OF HATTIESBURG LAMAR COUNTY, MISSISSIPPI					
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com					
Drawn by: RES	Checked by: SEM	Scale: NONE			
Date: 07-21-2017	Working No. VS1				
Drawing No.: 11248S	Sheet No. 15				

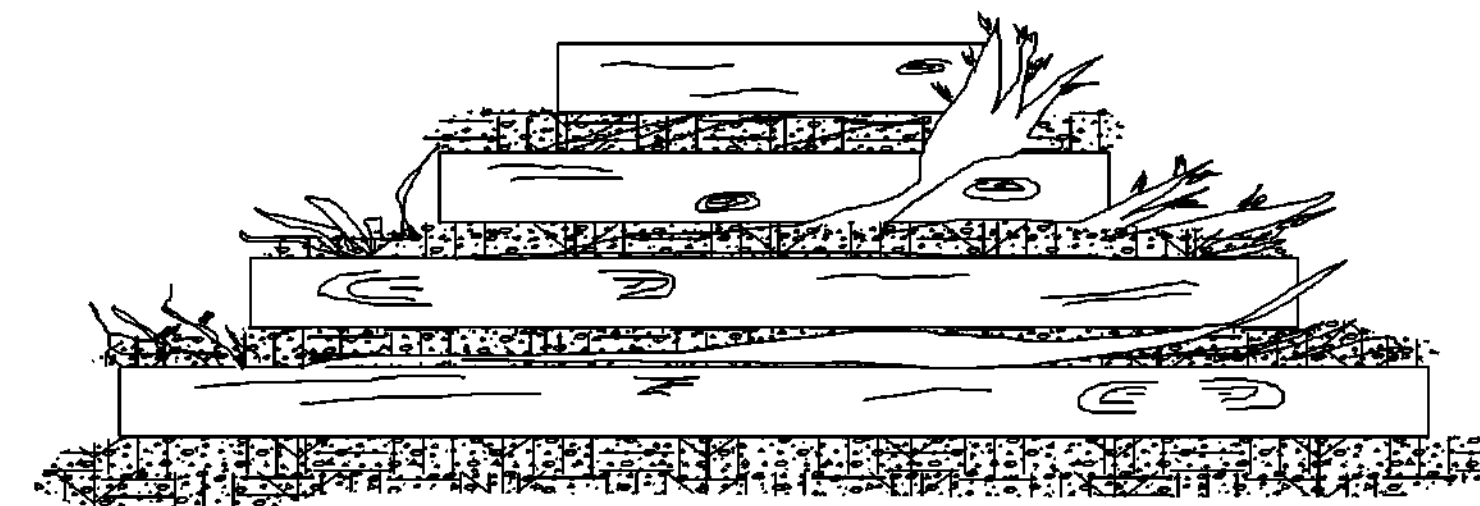
- NOTES:
1. "J-HOOK" CONFIGURATION SILT FENCE APPLICATIONS ARE TO BE USED IN CONJUNCTION WITH PERIMETER SILT FENCE WHEN STORMWATER RUNOFF IS IN TWO DIRECTIONS (DOWN A FILL SLOPE AND DOWN GRADIENT ALONG THE RIGHT-OF-WAY).
 2. "SMILE CONFIGURATION" APPLICATIONS ARE TO BE USED AS PERIMETER SILT FENCE WHEN THERE IS ONE-DIRECTIONAL FLOW DOWN A SLOPE.
 3. SAND BAGS CAN BE USED AS DIVERSION BERMS TO PREVENT SEDIMENT FROM BEING WASHED ONTO OR ACROSS HARD SURFACES, OR TO HELP SLOW SHEET FLOW VELOCITY WHEN DRAINING AWAY FROM HARD SURFACES.
 4. FOR SHORTER SLOPES AND/OR SLOPES THAT ARE LESS STEEP, DIVERSION BERMS CAN BE USED TO SAFELY CONVEY STORMWATER AWAY FROM OR AROUND A DENUDED AREA. THEY CAN BE CONSTRUCTED USING A MANUFACTURED SILT DIKE OR BY CONSTRUCTING A TEMPORARY EARTH BERM AND TRENCH WITH GEOTEXTILE OR POLYETHYLENE SHEETING PROTECTION.
 5. TEMPORARY DEWATERING STRUCTURES CAN BE USED DURING CULVERT CONSTRUCTION, STREAM DIVERSIONS, OR OTHER CONSTRUCTION ACTIVITIES WHERE TURBID WATERS NEED TO BE CLARIFIED BEFORE RELEASE.
 6. THE ABUTMENT SLOPE TOE BERM SHALL BE 3 FEET TALL. THE BERM MAY BE CONSTRUCTED WITH ROCK IN ACCORDANCE WITH REQUIREMENTS FOR ROCK DITCH CHECKS ON ECD-8 OR WITH SOIL IN ACCORDANCE WITH TEC-2 IF BERM IS USED, IT MUST BE GRASSED



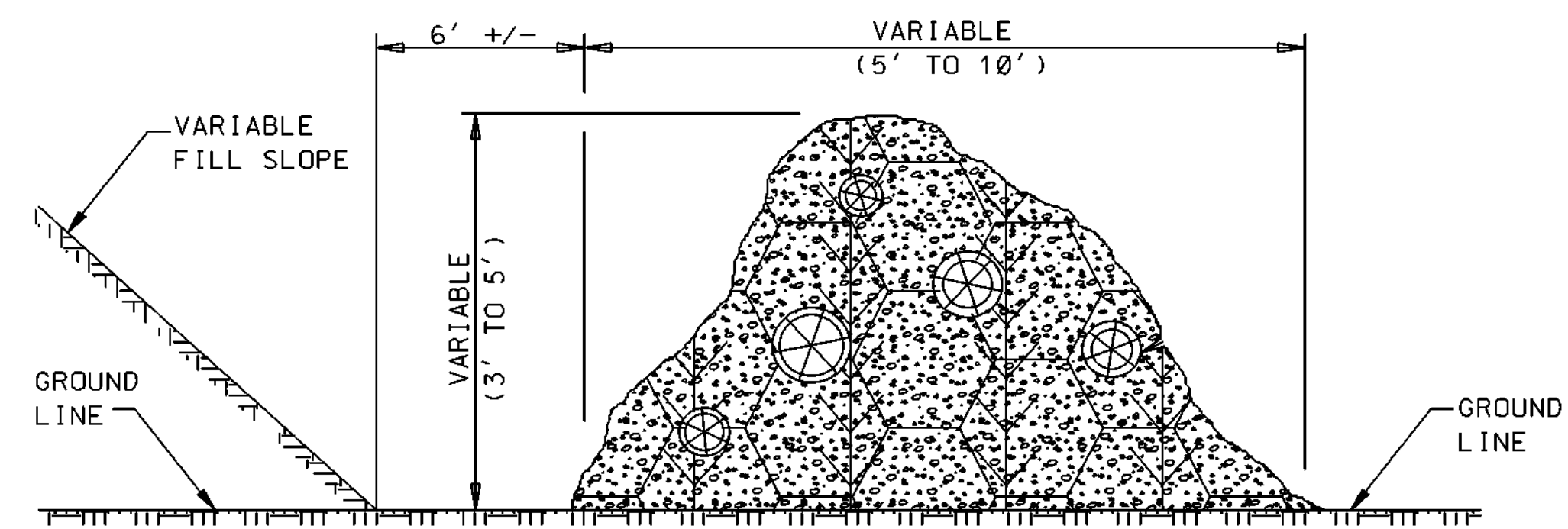
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SEDIMENT BARRIER AT CROSS DRAIN



FRONT ELEVATION

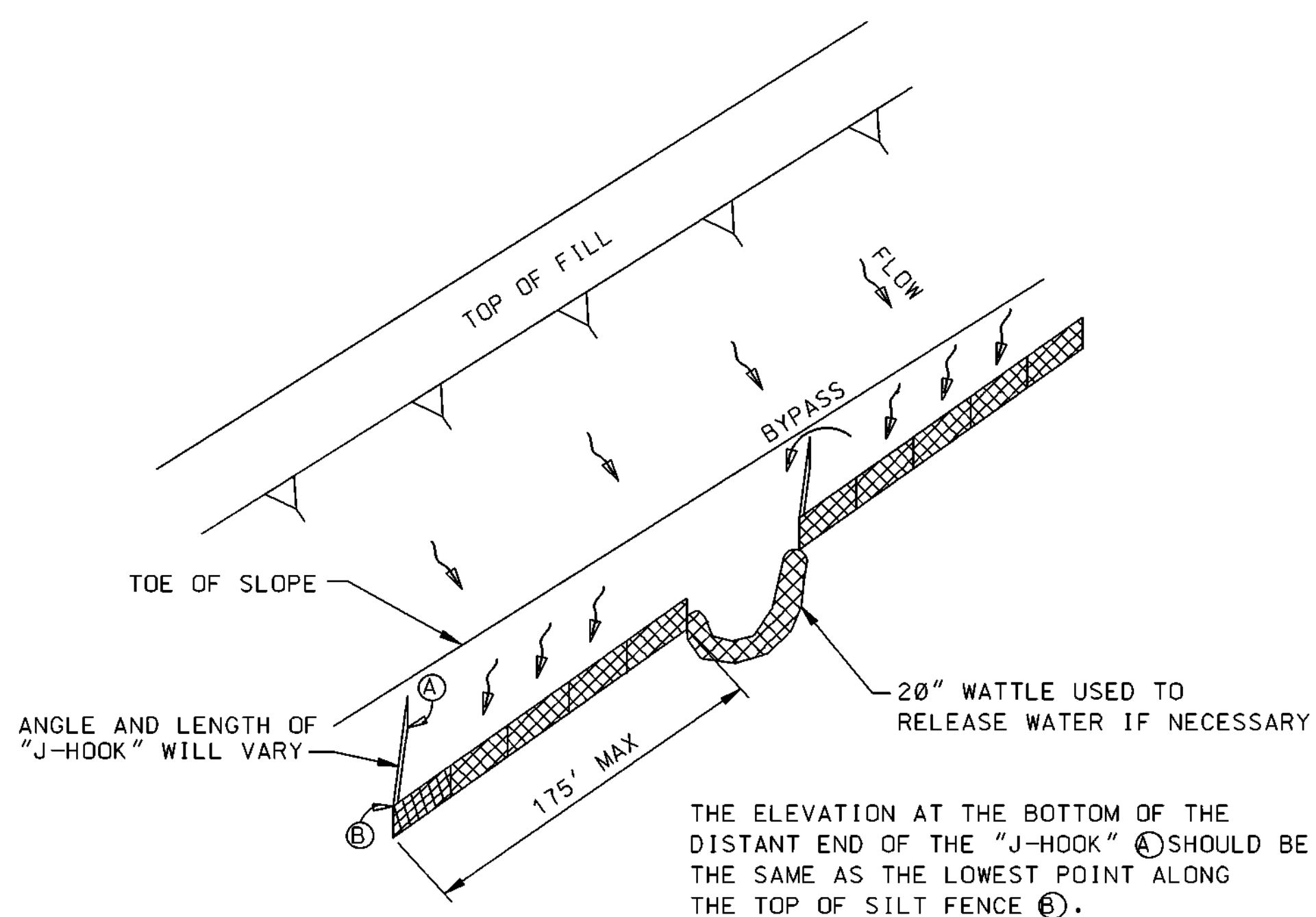


SIDE ELEVATION

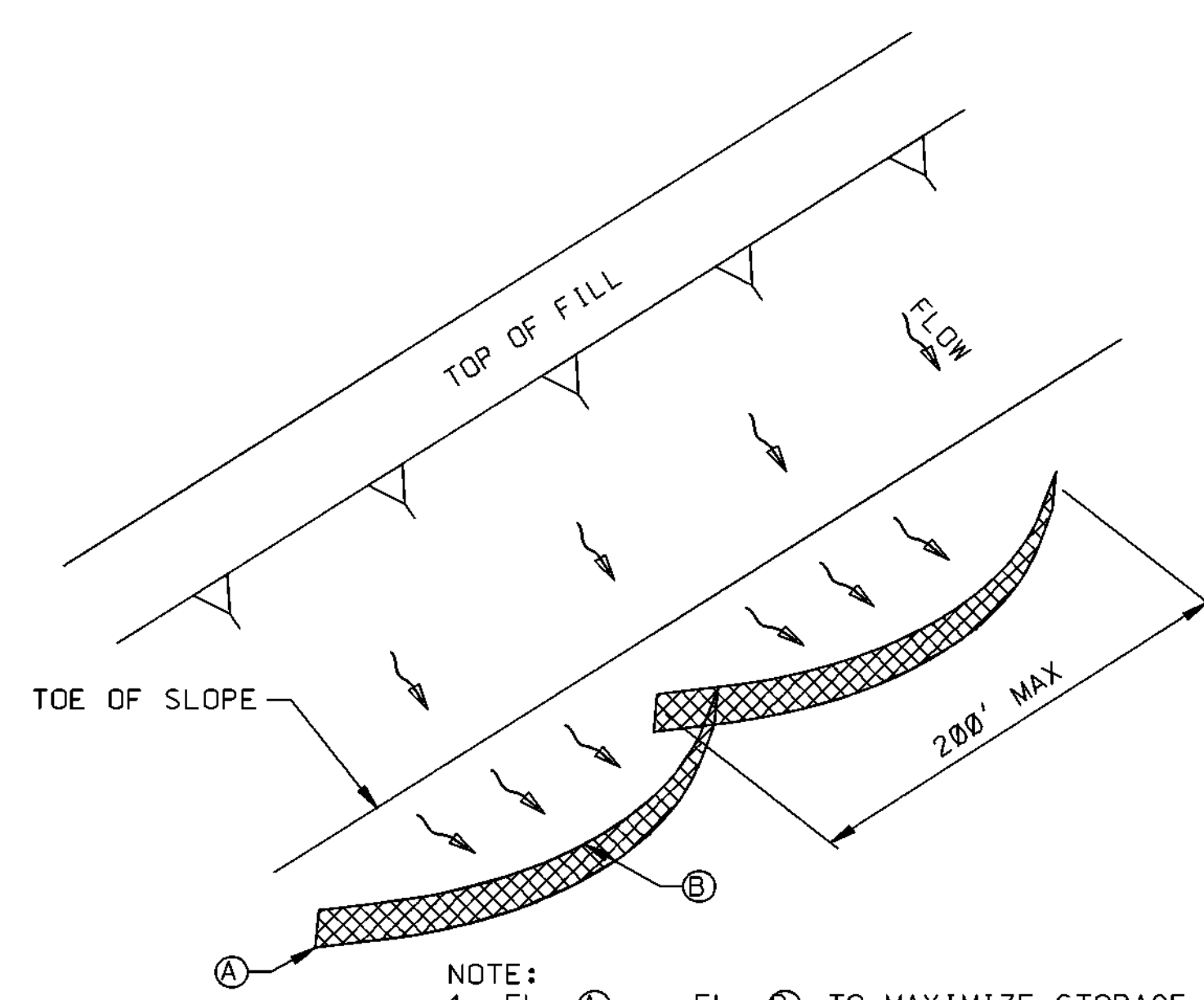
TEMPORARY BRUSH BARRIER

- NOTES:
1. BRUSH BARRIER MAY BE USED WHERE NATURAL GROUND IS LEVEL OR SLOPING AWAY FROM PROJECT.
 2. PLACE BRUSH, LOG AND TREE LAPS APPROXIMATELY PARALLEL TO TOE OF FILL SLOPE WITH SOME OF THE HEAVIER MATERIALS BEING PLACED ON TOP TO PROPERLY SECURE THE BARRIER AS DETAILED AT LOCATIONS SHOWN ON PLANS OR AS DIRECTED OR PERMITTED BY THE ENGINEER.
 3. TO ALLOW WATER TO SEEP THROUGH BRUSH BARRIER, INTERMINGLE THE BRUSH, LOG AND TREE LAPS SO AS NOT TO FORM A SOLID DAM.
 4. THE BRUSH BARRIER MAY BE CHOKED WITH FILTER FABRIC.
 5. TEMPORARY BRUSH BARRIER WILL NOT BE MEASURED FOR SEPERATE PAYMENT

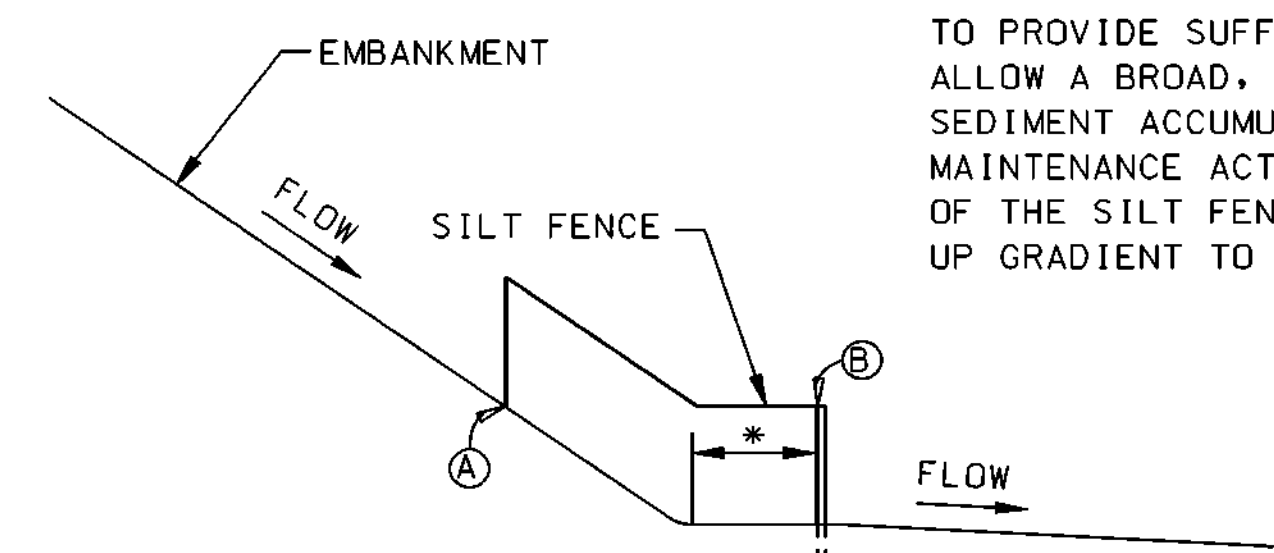
- NOTE:
1. ANCHOR AND INSTALL SILT FENCE PER DETAILS SHOWN ON ECD-3



"J-HOOK" SILT FENCE APPLICATION



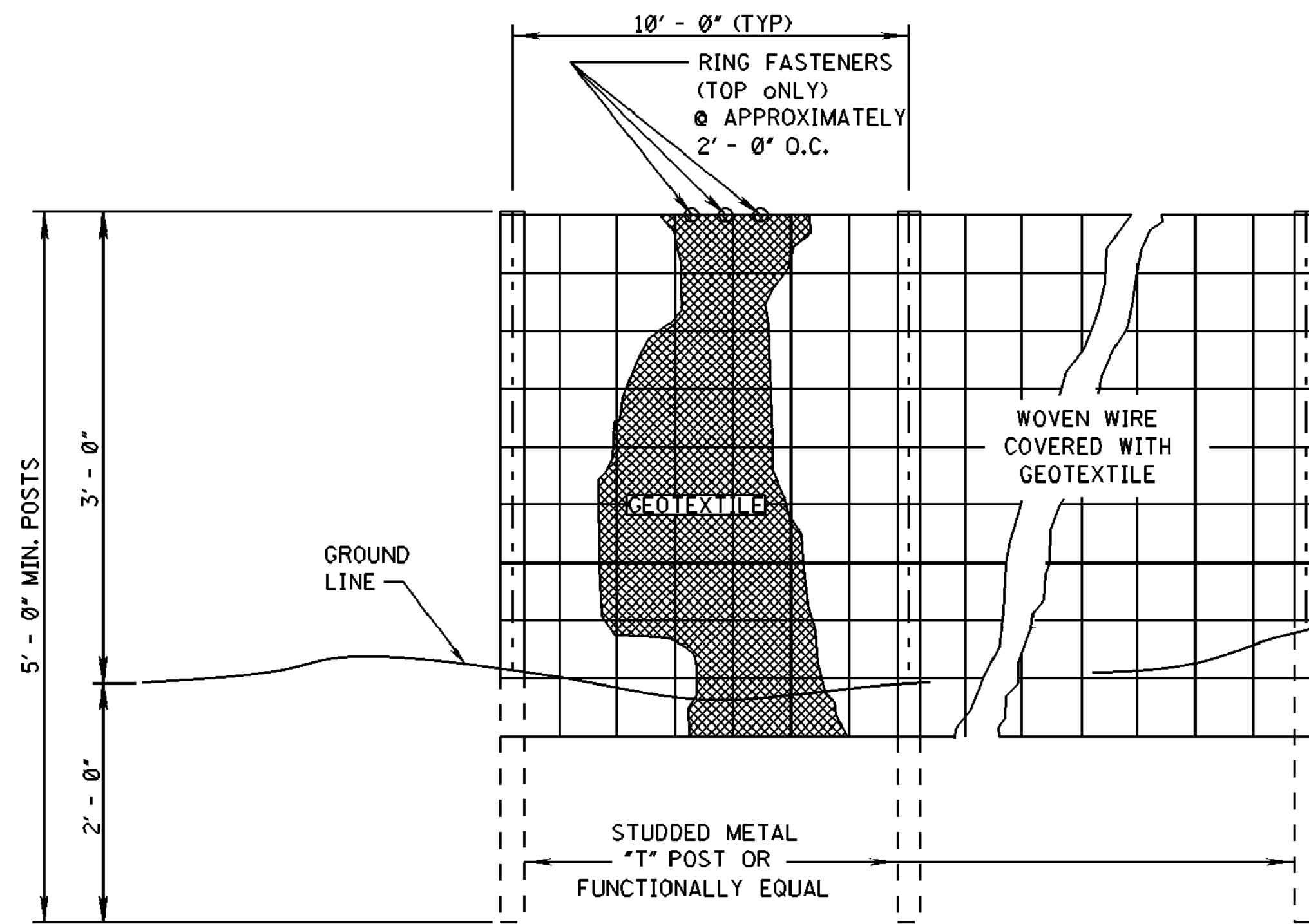
"SMILE-CONFIGURATION" SILT FENCE APPLICATION



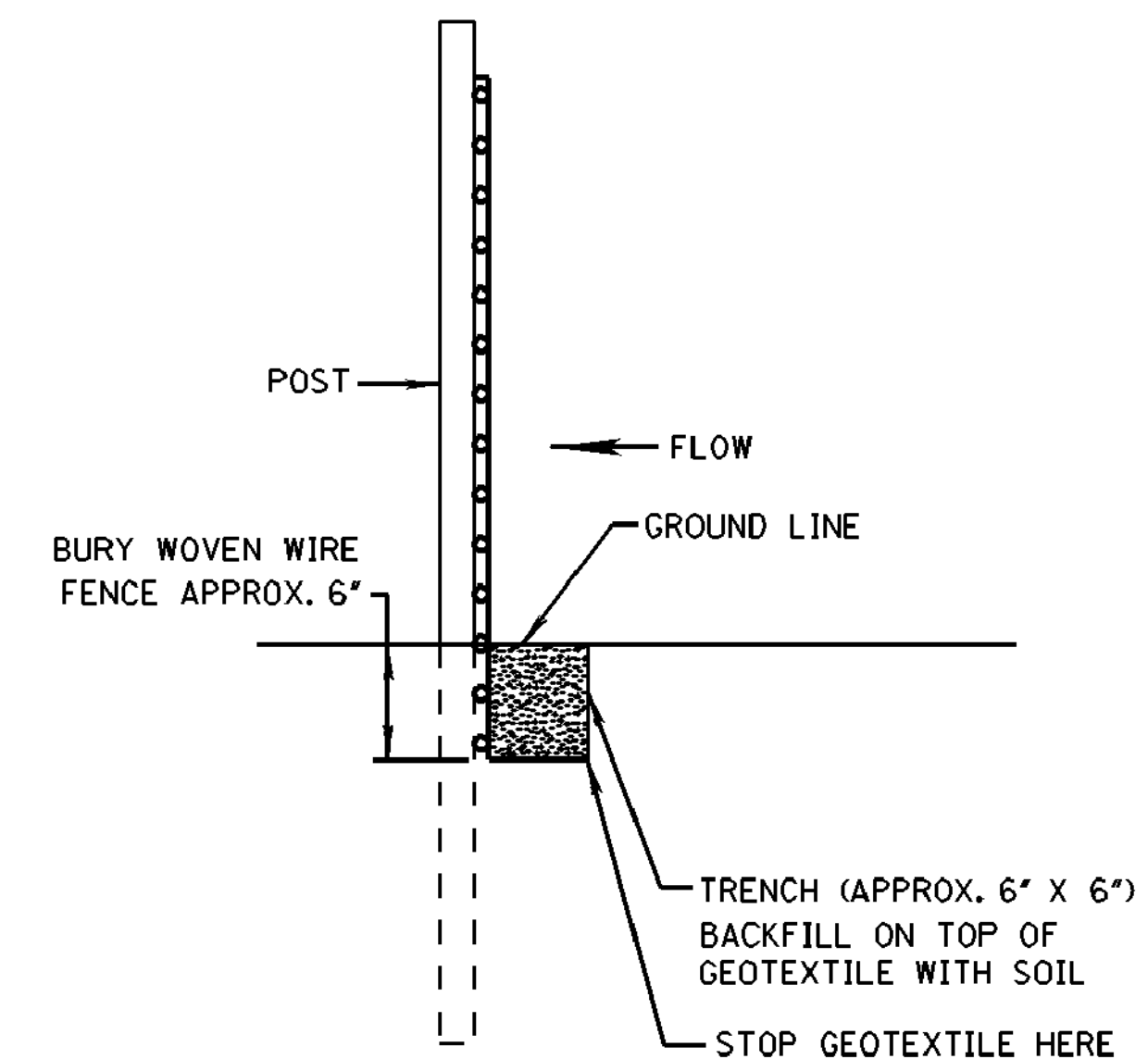
SILT FENCE SECTION AT TOE OF FILL

- * SILT FENCE SHOULD BE LOCATED AWAY FROM THE TOE OF THE SLOPE TO PROVIDE SUFFICIENT SPACE TO ALLOW A BROAD, FLAT AREA FOR SEDIMENT ACCUMULATION AND MAINTENANCE ACTIVITIES. THE ENDS OF THE SILT FENCE SHOULD BE TURNED UP GRADIENT TO MAXIMIZE STORAGE.

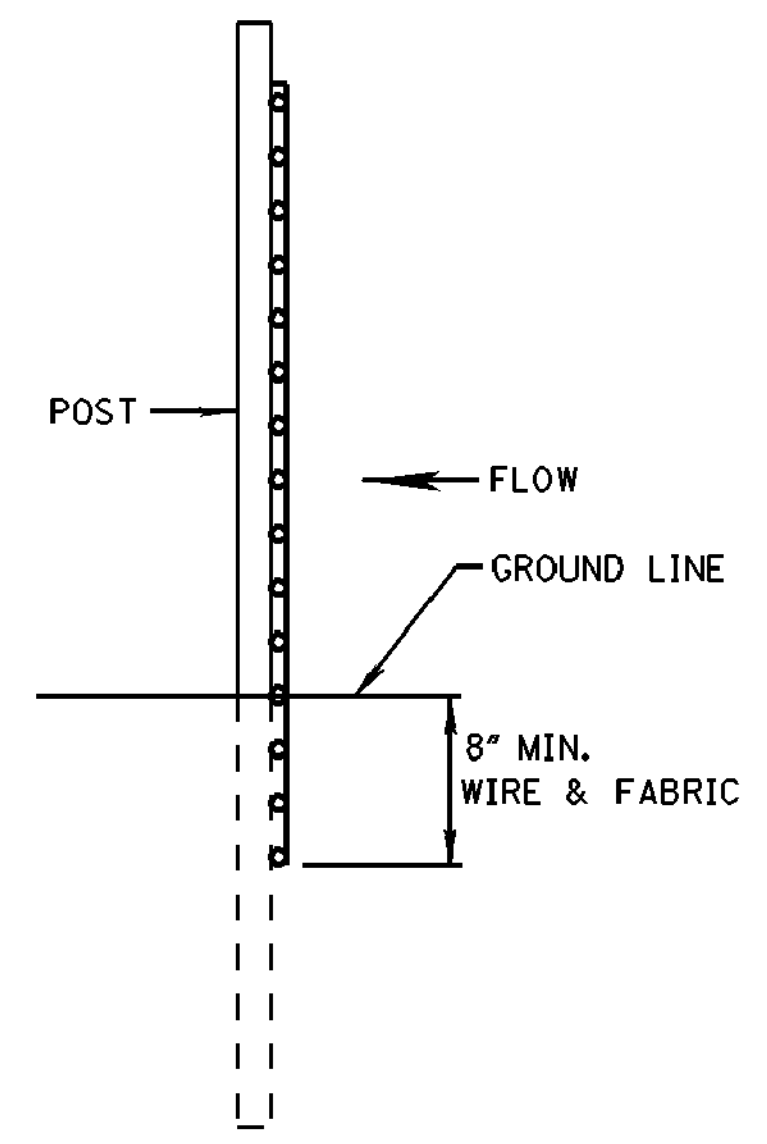
BY		MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
REVISION		DETAILS OF SEDIMENT BARRIER APPLICATIONS	
DATE	FILENAME: EROSION_CONTROL\ECD-2.DGN	WORKING NUMBER	ECD-2
DESIGN TEAM	CHECKED	SHEET NUMBER	17
		DRAWING No.: 11248S	



ELEVATION VIEW



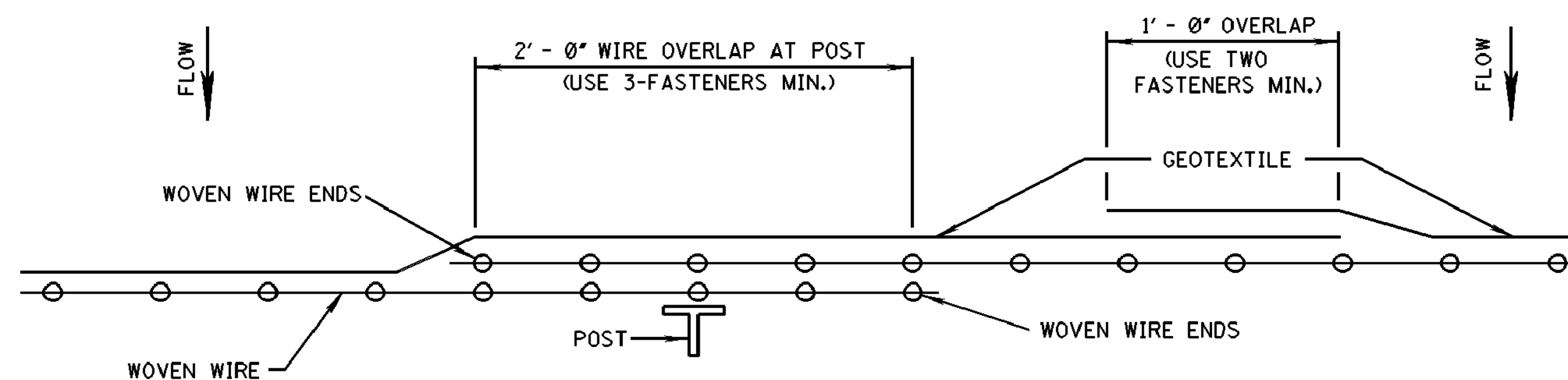
METHOD I



METHOD II
MECHANICAL INSTALLATION

SIDE VIEW

- NOTES:
1. SILT FENCES SHALL BE USED IN AREAS WHERE FLOW IS NOT SEVERE.
 2. SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHALL BE ERECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STREAMS AND CHANNELS.
 3. SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR A BACK-UP FENCE IF FIRST FENCE BECOMES FULL.
 4. WHEREVER POSSIBLE SILT FENCE SHALL BE CONSTRUCTED ACROSS A LEVEL AREA IN THE SHAPE OF A SMILE. THIS AIDS IN PONDING OF RUNOFF AND FACILITATES SEDIMENTATION.
 5. THE CONTRACTOR MAY ELECT TO USE EITHER METHOD I OR METHOD II. COST TO BE LINEAR FEET OF SILT FENCE.
 6. METHOD II INSTALLATION SHALL BE ACCOMPLISHED USING AN IMPLEMENT THAT IS MANUFACTURED FOR THE APPLICATION AND PROVIDES A CONFIGURATION MEETING THE REQUIREMENTS OF THE DETAIL.
 7. WIRE SHALL BE MINIMUM OF 32" IN WIDTH AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
 8. GEOTEXTILE FABRIC MEETING THE TYPE II MATERIAL REQUIREMENTS AND INSTALLED ACCORDING TO SPECIFICATION MAY BE USED WITHOUT WIRE FENCE.



PLAN VIEW
REQUIRED LAPPING

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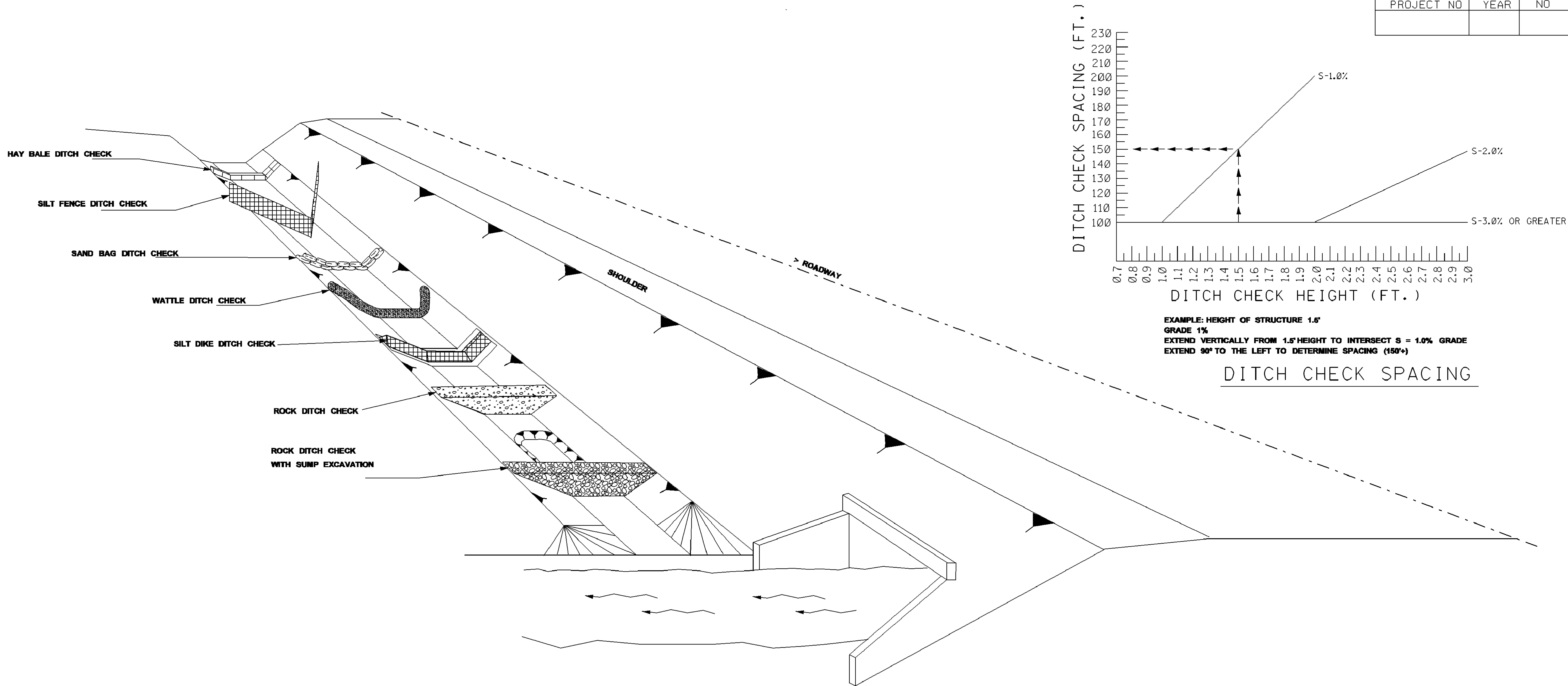
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PLAN
ROADWAY DESIGN DIVISION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

1/20/2010 8:10 AM ECD-4.DGN

STATE	PROJECT NO.
MISS.	

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO

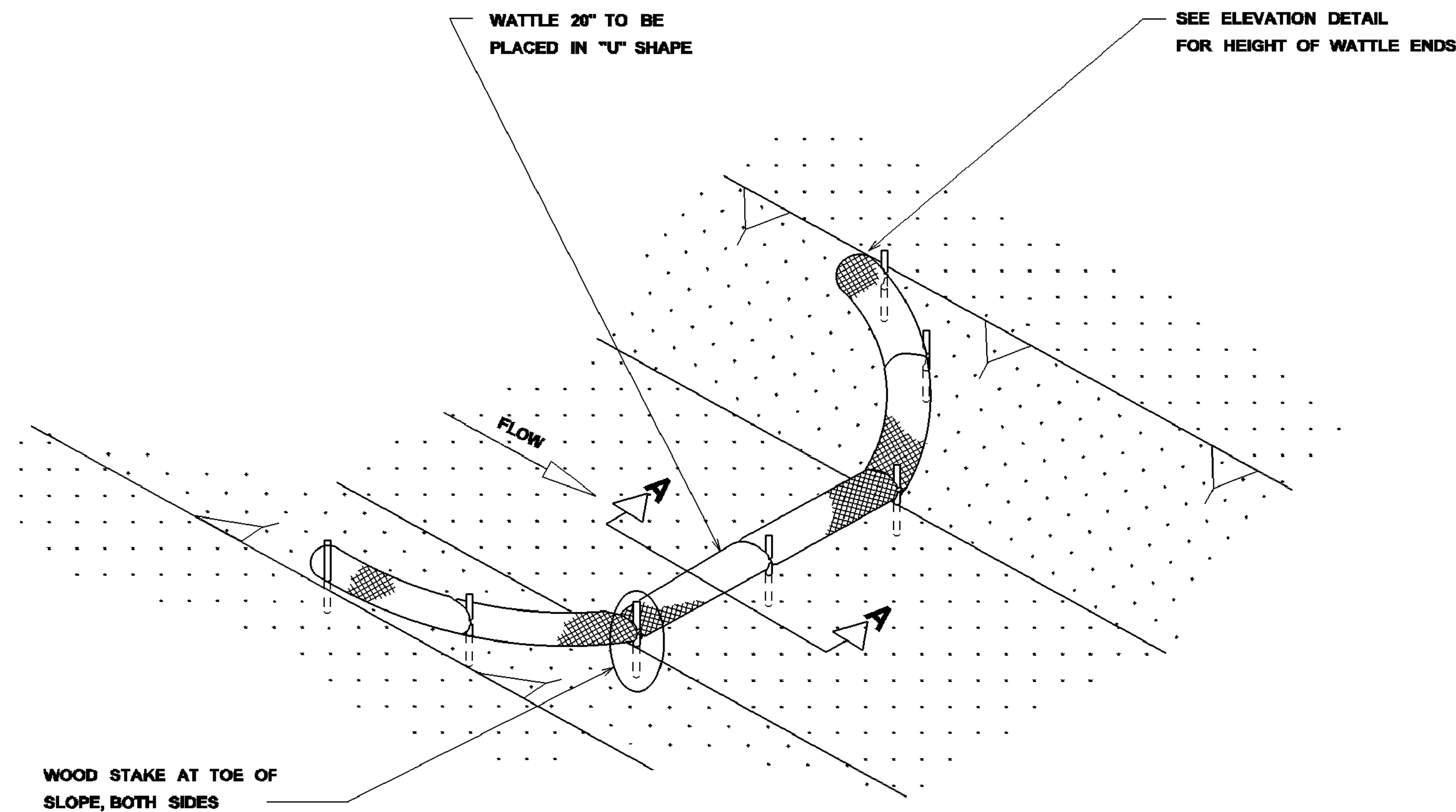


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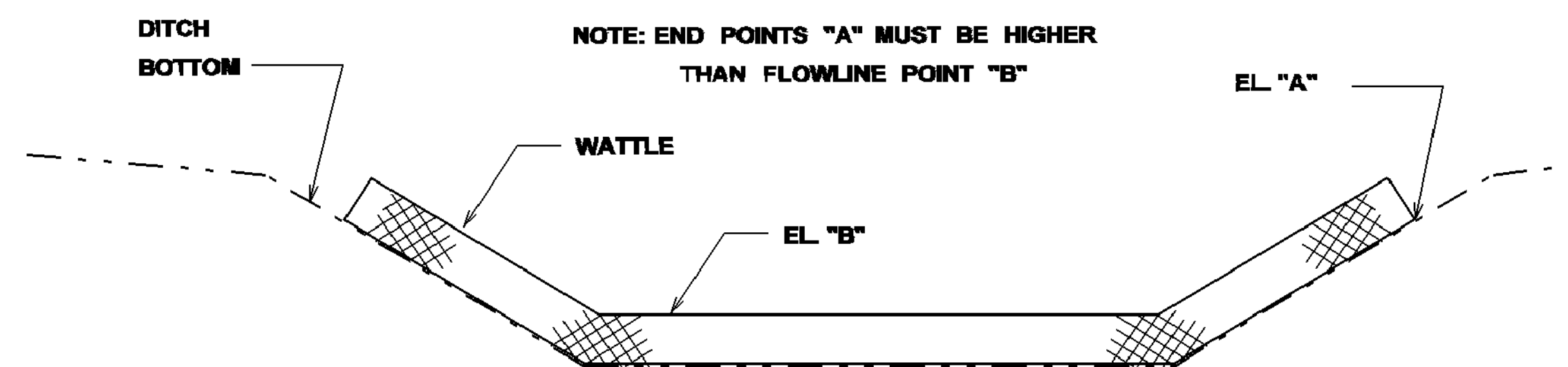
1. THE DITCH CHECK PERSPECTIVE ILLUSTRATES A TOOL BOX OF TEMPORARY PRACTICES THAT MAY BE USED. DITCH CHECKS ARE INSTALLED TO CONTROL RUNOFF VELOCITY AND THUS REDUCE EROSION AND PROVIDE FOR TRAPPING OF SEDIMENTS.
2. SELECTION OF THE APPROPRIATE DITCH CHECK SHOULD BE A FUNCTION OF CONSTRUCTION PHASE, DRAINAGE AREA, DITCH GRADIENT, SOIL TYPE ECONOMY AND SAFETY.
3. DITCH CHECKS CAN BE REMOVED FOR MAINTENANCE AND/OR REPLACEMENT BUT MUST REMAIN IN PLACE UNTIL UPSLOPE AREAS HAVE BEEN PERMANENTLY STABILIZED. MAINTENANCE INCLUDES REMOVAL OF SEDIMENT BEGINNING WHEN SEDIMENT ACCUMULATION REACHES 1/3 THE CAPACITY OR HEIGHT OF THE STRUCTURE AND NEVER ALLOWING FOR SEDIMENT TO ACCUMULATE MORE THAN 1/2 THE VOLUME OR HEIGHT OF THE DITCH CHECK STRUCTURE.
4. HAY BALES ARE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
5. SILTY FENCE DITCH CHECKS ARE USED WHERE IT HAS BEEN DETERMINED THAT HAY BALE CHECKS ARE INADEQUATE. SILTY FENCE DITCH CHECKS ARE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
6. SAND BAG DITCH CHECKS ARE USED FOR VELOCITY REDUCTION AND MINIMAL SEDIMENT TRAPPING IN CONCRETE PAVED DITCHES OR IN DITCHES THAT HAVE ROCKY BOTTOMS.
7. WATTLE DITCH CHECKS ARE APPROPRIATE FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.
8. SILTY DIKES CAN BE USED IN DITCHES WITH CONCENTRATED FLOWS WITHIN THE CLEAR ZONE WHERE RIPRAP CAN NOT BE USED. AS CONSTRUCTION PROGRESSES.
9. ROCK DITCH CHECK WITH SUMP EXCAVATION CAN BE PLACED IN DITCHES TO ASSURE ON-SITE SEDIMENT TRAPPING REQUIREMENTS ARE MET. DITCH CHECK WITH SUMP EXCAVATION IS USED WHEN DITCHES RECEIVE DRAINAGE FROM CUT OR FILL SLOPES OR OTHER CRITICAL AREAS WHERE SOIL EROSION IS EXPECTED. DRAINAGE AREA FOR A TEMPORARY SEDIMENT TRAP SHALL NOT EXCEED 3 ACRES. THEY CAN BE USED IN SERIES TO INCREASE ON-SITE SEDIMENT TRAPPING EFFICIENCY.
10. IN GENERAL, DITCH CHECKS SHOULD NOT BE PLACED IN LIVE STREAMS.
11. CONFIGURATION AND SPACING MAY BE ADJUSTED IF APPROVED BY THE ENGINEER TO ACCOMMODATE TRAVELWAY SAFETY, WATER FLOW, OR SOIL AND INSTALLATION CHALLENGES.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION			
DITCH CHECK STRUCTURES, TYPICAL APPLICATIONS AND DETAILS			
DATE	REVISION	BY	WORKING NUMBER
FILENAME: EROSION CONTROL ECD-4.DGN			ECD-4
DESIGN TEAM	CHECKED	DATE	SHEET NUMBER
			19

DRAWING No.: 11248S



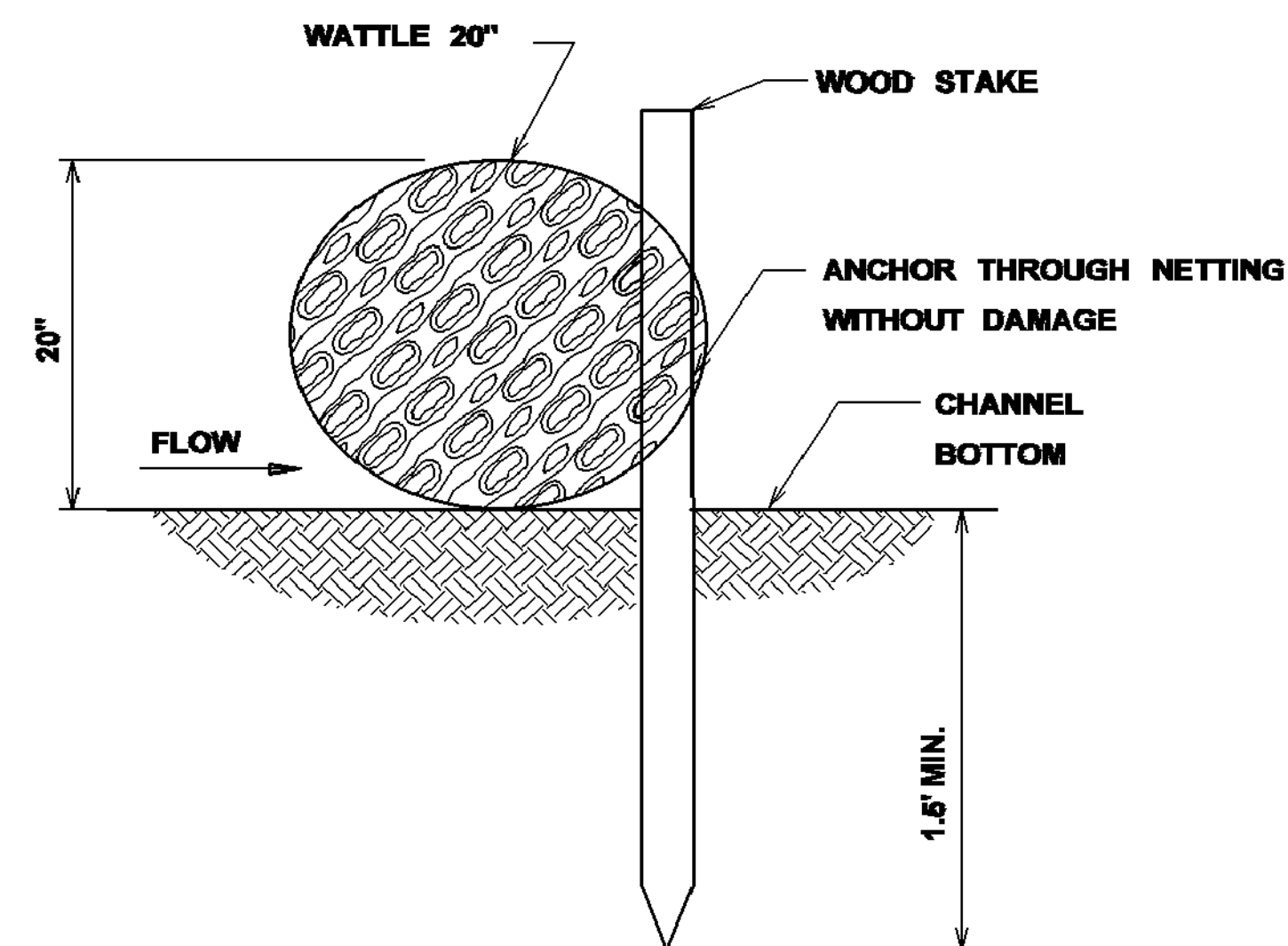
DETAIL (DITCH CHECK)



ELEVATION DETAIL

WATTLE DITCH CHECK SELECTION GUIDELINES

WATTLE DITCH CHECKS ARE APPROPRIATE FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.

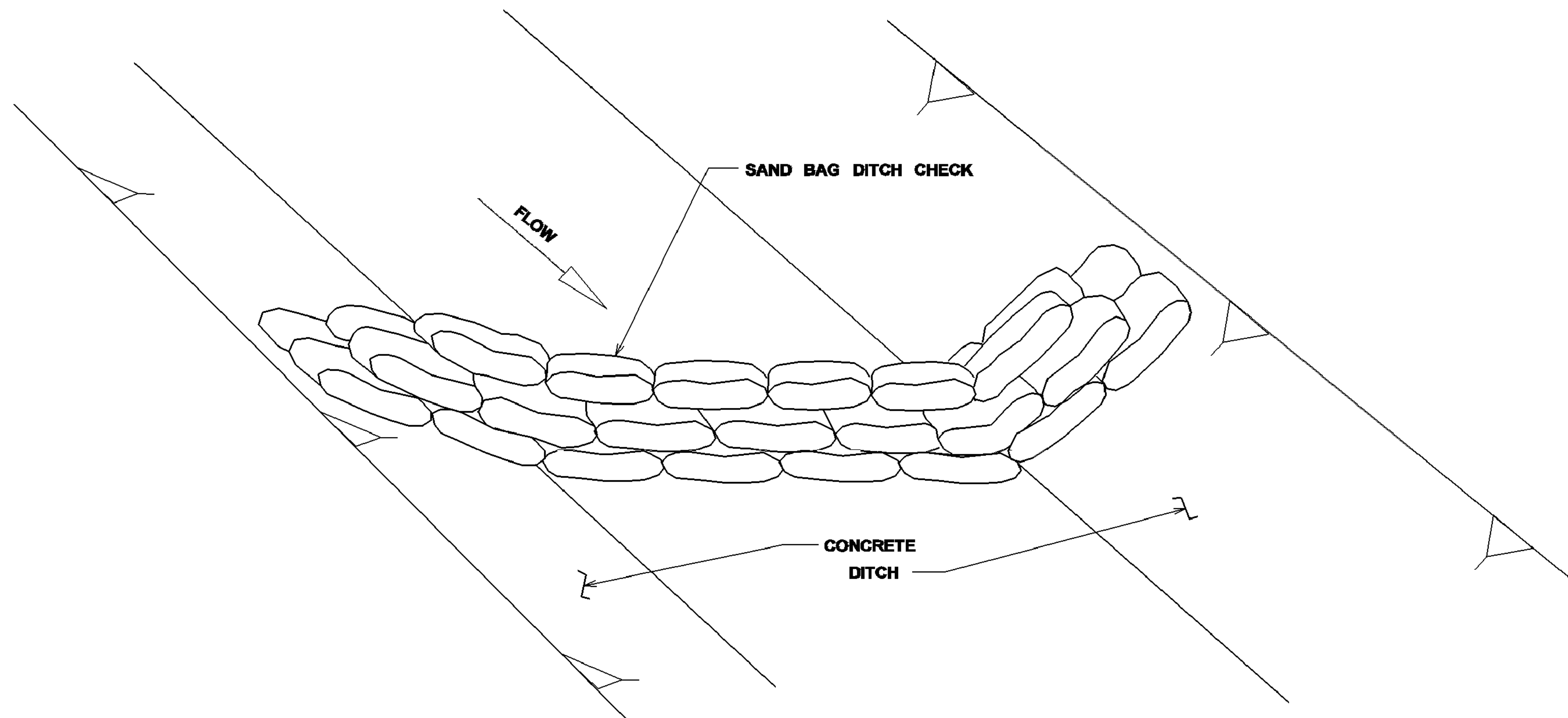


SECTION A-A

NOTES:

1. MINIMUM RECOMMENDED PLACEMENT INTERVAL BETWEEN WATTLE DITCH CHECK IS 100' UNLESS SHOWN OTHERWISE ON THE PLANS OR EROSION CONTROL PLAN APPROVED BY THE ENGINEER. SEE SPACING GUIDANCE ON ECD-4
2. ANCHORING WOOD STAKES SHALL BE SIZED, SPACED, DRIVEN, AND BE OF A MATERIAL THAT EFFECTIVELY SECURES THE CHECK. STAKE SPACING SHALL BE A MAXIMUM OF THREE FEET. ALL NON-DEGRADABLE MATERIALS SHALL BE REMOVED WHEN NO LONGER NEEDED.
3. TRENCHING OF WATTLES MAY BE NECESSARY IF PIPING BECOMES EVIDENT.
4. WATTLES SHOULD NOT BE USED IN HARD BOTTOM CHANNELS.

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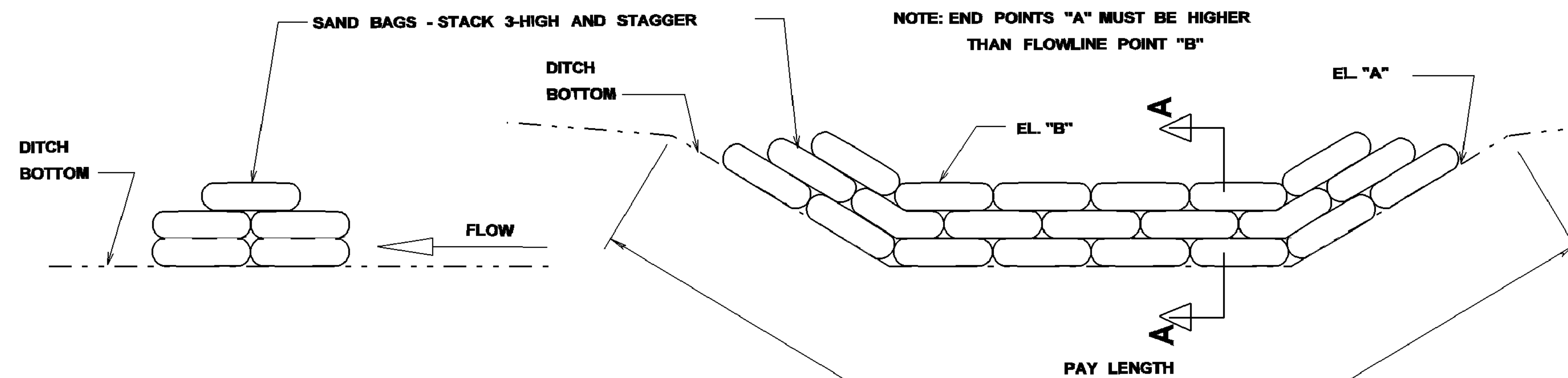
DETAIL (DITCH CHECK)

NOTES:

1. MINIMUM RECOMMENDED PLACEMENT INTERVAL BETWEEN SAND BAG DITCH CHECK IS 100' UNLESS SHOWN OTHERWISE ON THE PLANS OR APPROVED BY THE ENGINEER. SEE SPACING GUIDANCE ON ECD-4.
2. PREVENTING SEDIMENT FROM ENTERING A PAVED DITCH IS PREFERABLE TO CAPTURING SEDIMENT WITHIN PAVED DITCH.

SAND BAG DITCH CHECK SELECTION GUIDELINES

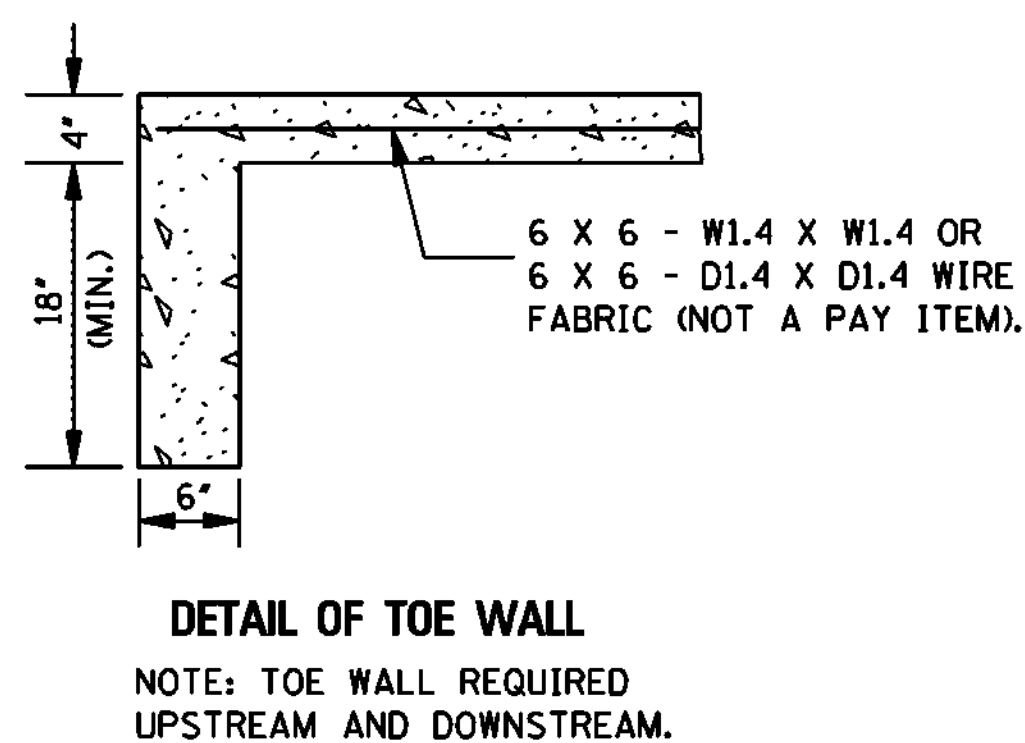
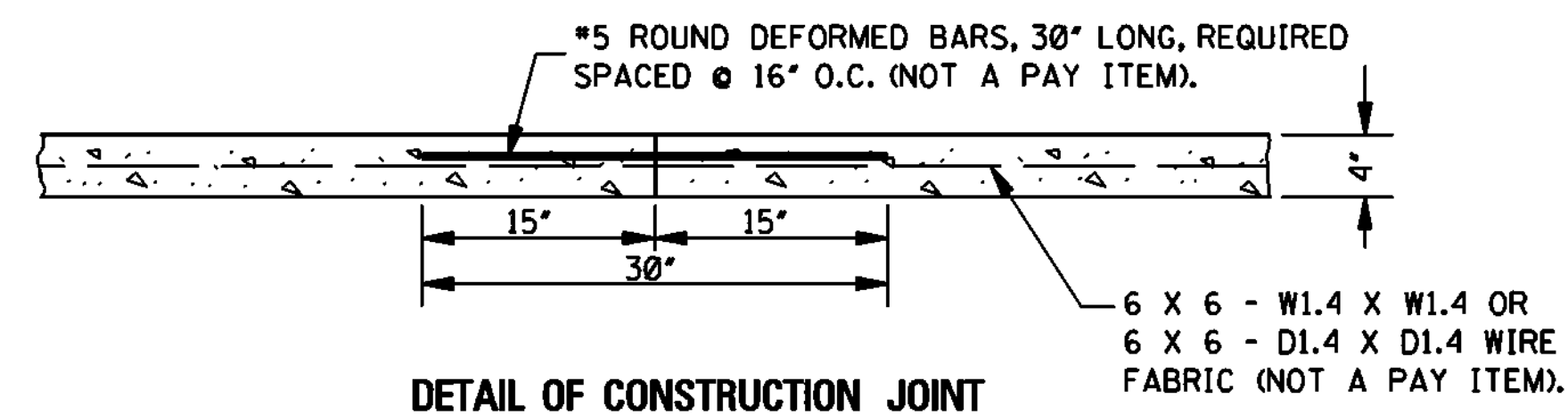
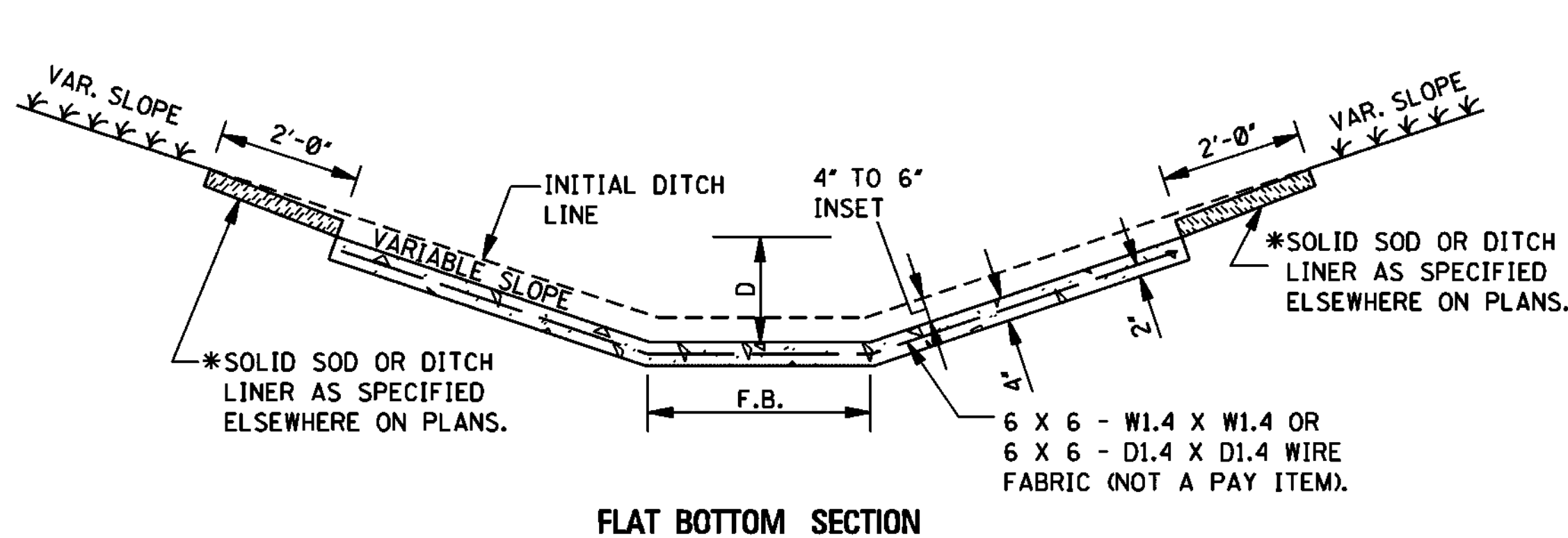
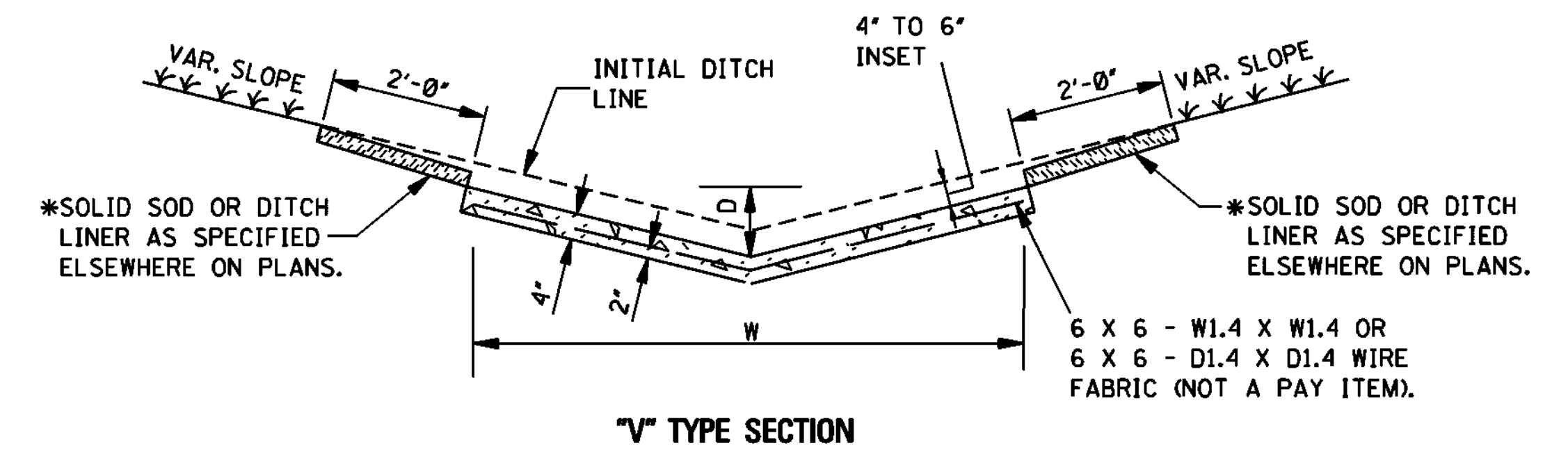
SAND BAG DITCH CHECKS ARE USED FOR VELOCITY REDUCTION AND MINIMAL SEDIMENT TRAPPING IN CONCRETE PAVED DITCHES OR IN DITCHES THAT HAVE ROCKY BOTTOMS.



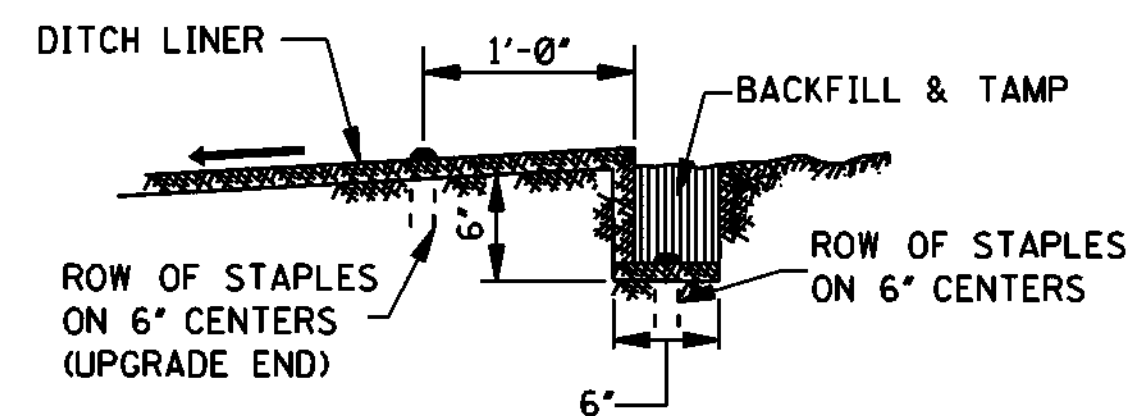
SECTION A-A

ELEVATION DETAIL

MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
DETAILS OF EROSION CONTROL	
SANDBAG DITCH CHECK	
DATE	FILENAME: EROSION_CONTROL/ECD-20.DGN
DESIGN TEAM	CHECKED DATE
WORKING NUMBER	ECD-20
SHEET NUMBER	21

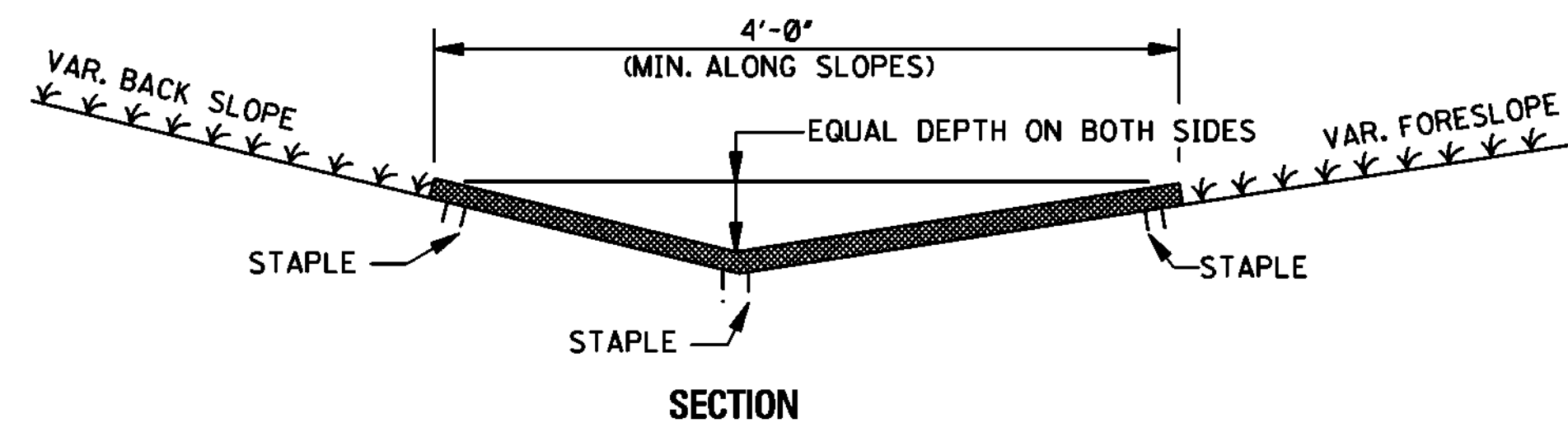
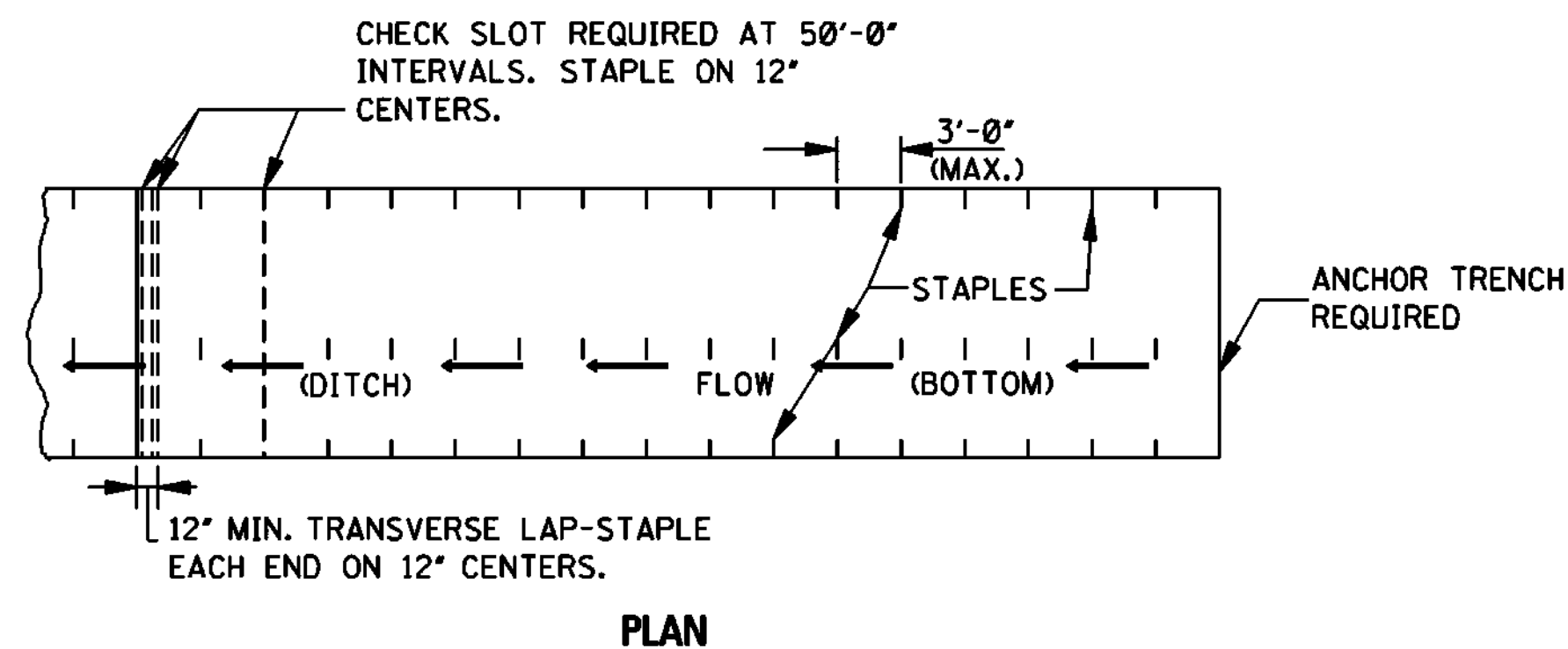


- CONCRETE PAVED DITCH
- NOTES:
1. CONCRETE PAVED DITCHES SHALL BE GROOVED AT 20'-0" INTERVALS. THE GROOVES SHALL BE CUT TO A DEPTH OF NOT LESS THAN 1".
 2. DIMENSIONS D & W ARE AS FOLLOWS:
D(MINIMUM) = 6"
D(NOMINAL) = 9"
W(MINIMUM) = 24"
 3. CHAIR SUPPORTS FOR THE WIRE MESH WILL NOT BE REQUIRED. HOWEVER, THE CONTRACTOR SHALL PLACE THE WIRE MESH IN A SATISFACTORY AND WORKMANLIKE MANNER TO ENSURE THAT THE FINAL POSITION IS REASONABLY NEAR THE POSITION INDICATED.
 - *4. CENTER ROW OF STAPLES MAY BE OMITTED ON DITCH LINER.



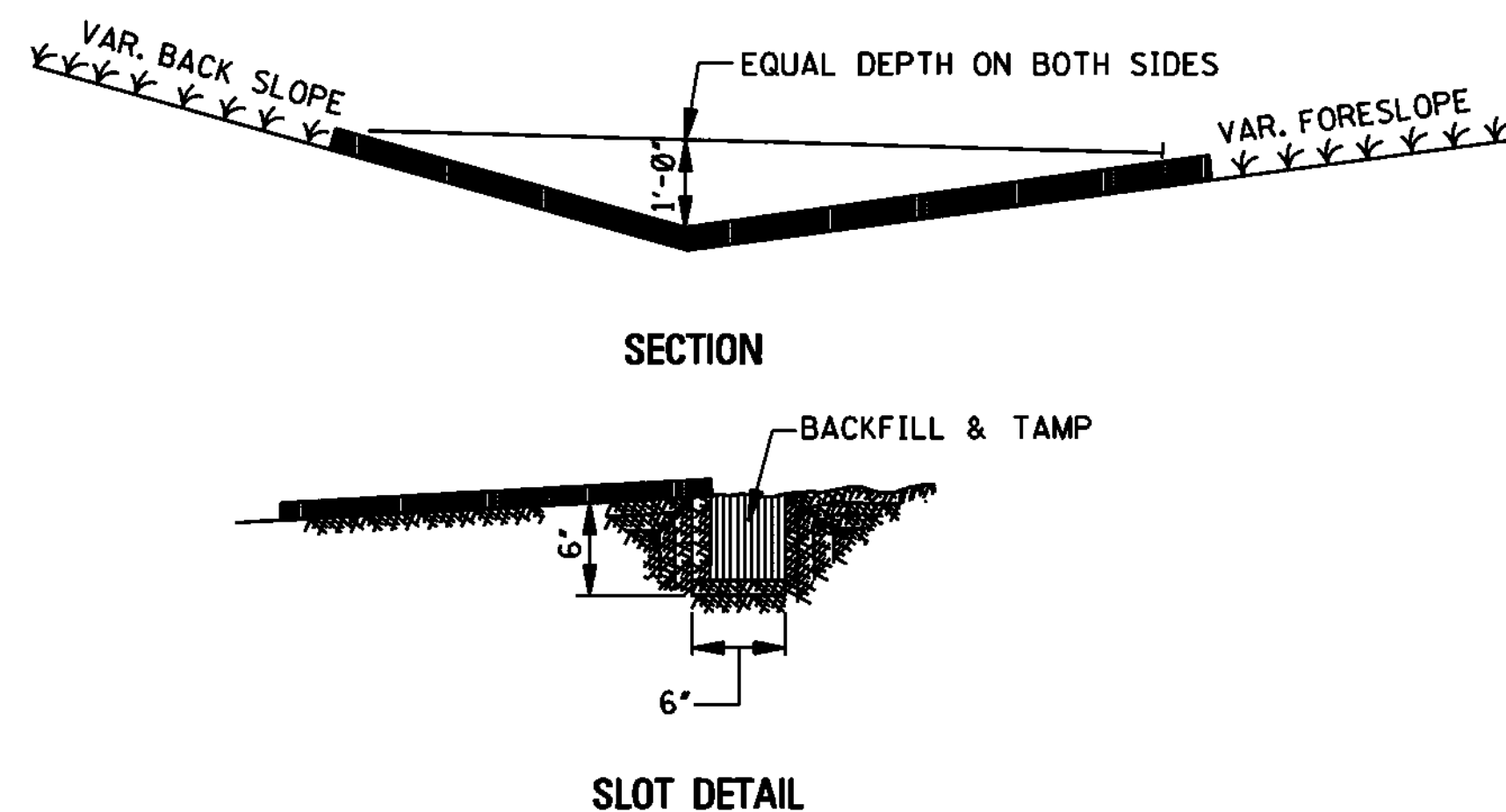
ANCHOR TRENCH DETAIL

NOTE: ANCHOR TRENCH REQUIRED AT THE BEGINNING AND ENDING OF EACH AREA TO BE COVERED, EXCEPT DOWNSTREAM END ADJOINING A STRUCTURE.



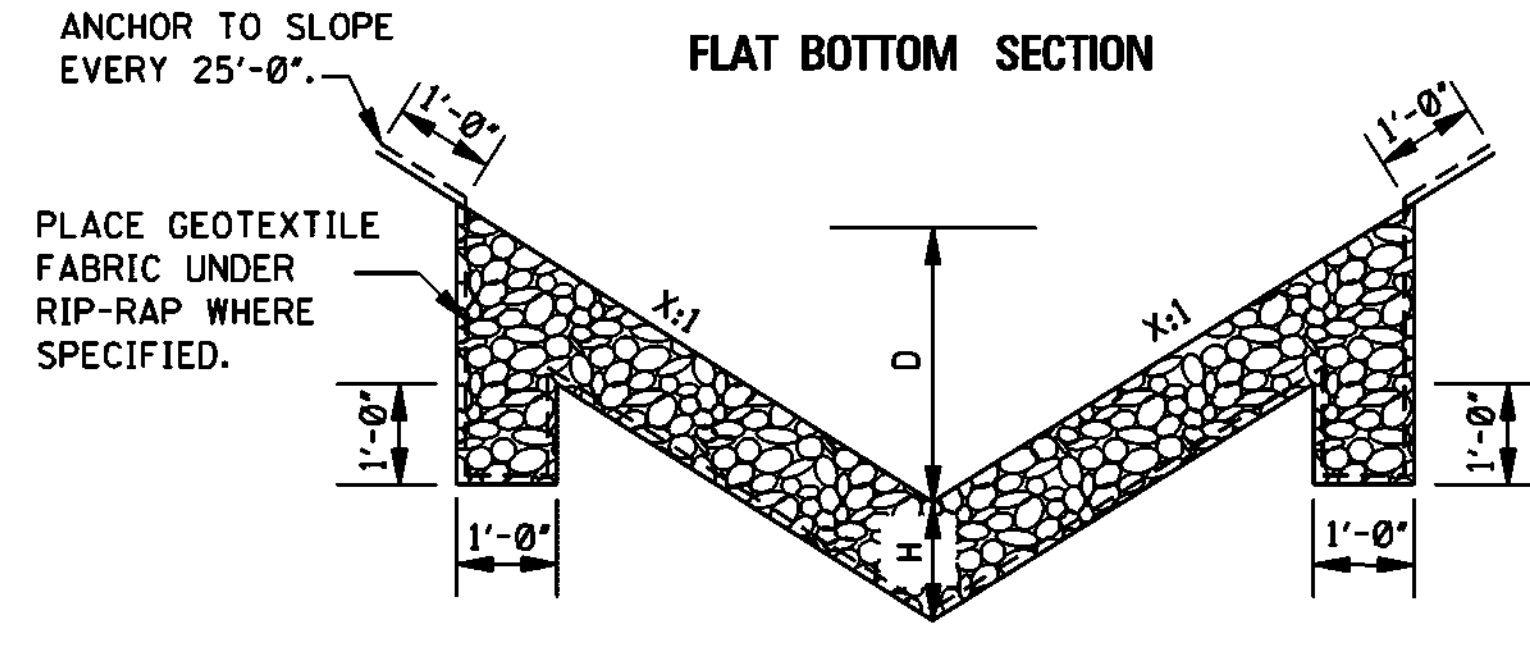
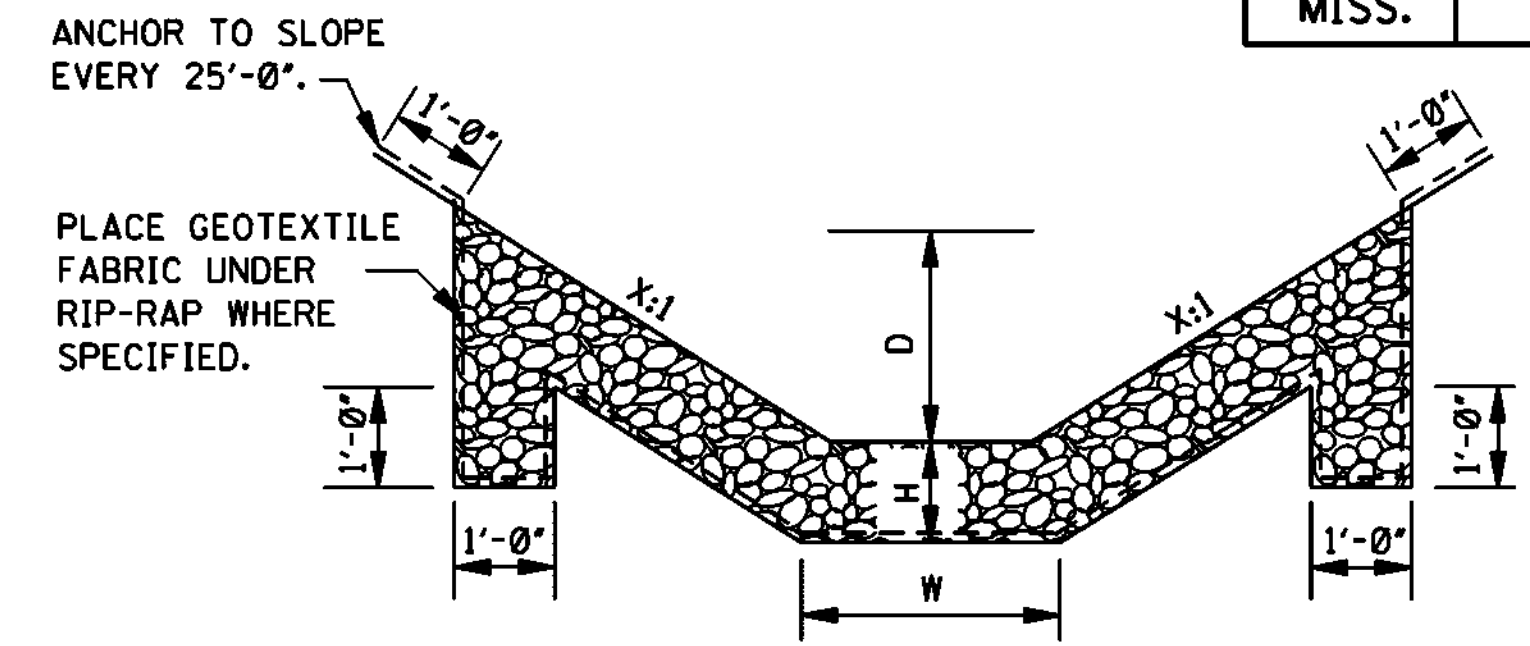
DITCH LINER TREATMENT
(EXCELSIOR BLANKET, JUTE MESH OR EROSION CONTROL FABRIC)

NOTE: DITCHES TREATED WITH DITCH LINER WILL BE VEGETATED PRIOR TO TREATMENT, UNLESS OTHERWISE INDICATED.



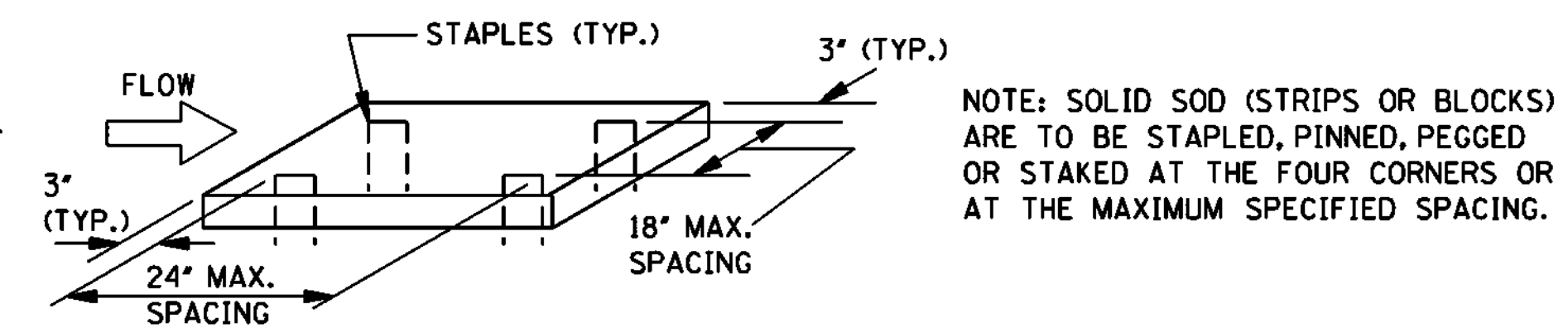
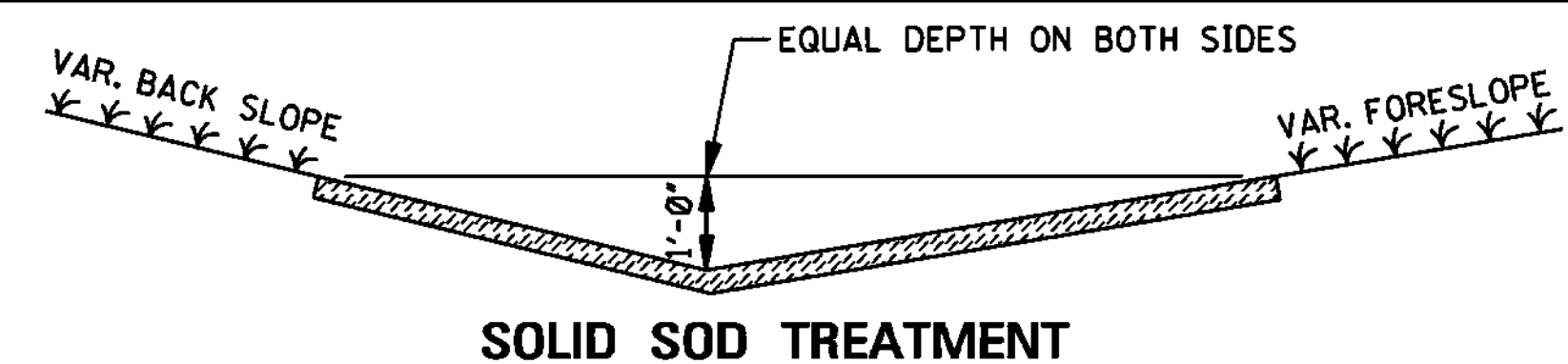
BITUMINOUS TREATED ROVING

NOTE: UPGRADE AND DOWNGRADE ENDS OF THE BITUMINOUS TREATED ROVING SHALL BE BURIED IN A 6" MINIMUM VERTICAL SLOT AND THE SOIL TAMPED FIRMLY AGAINST IT.



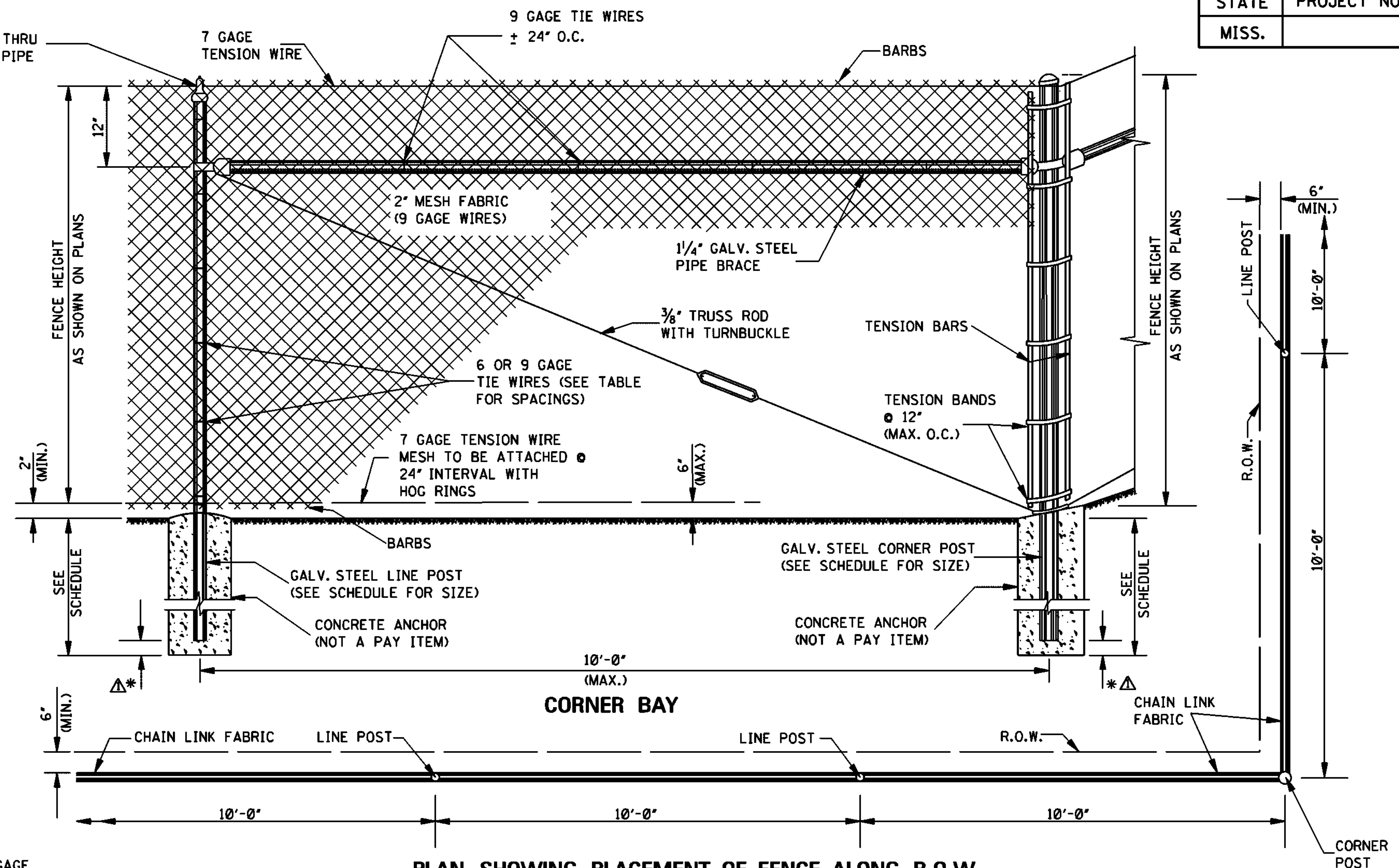
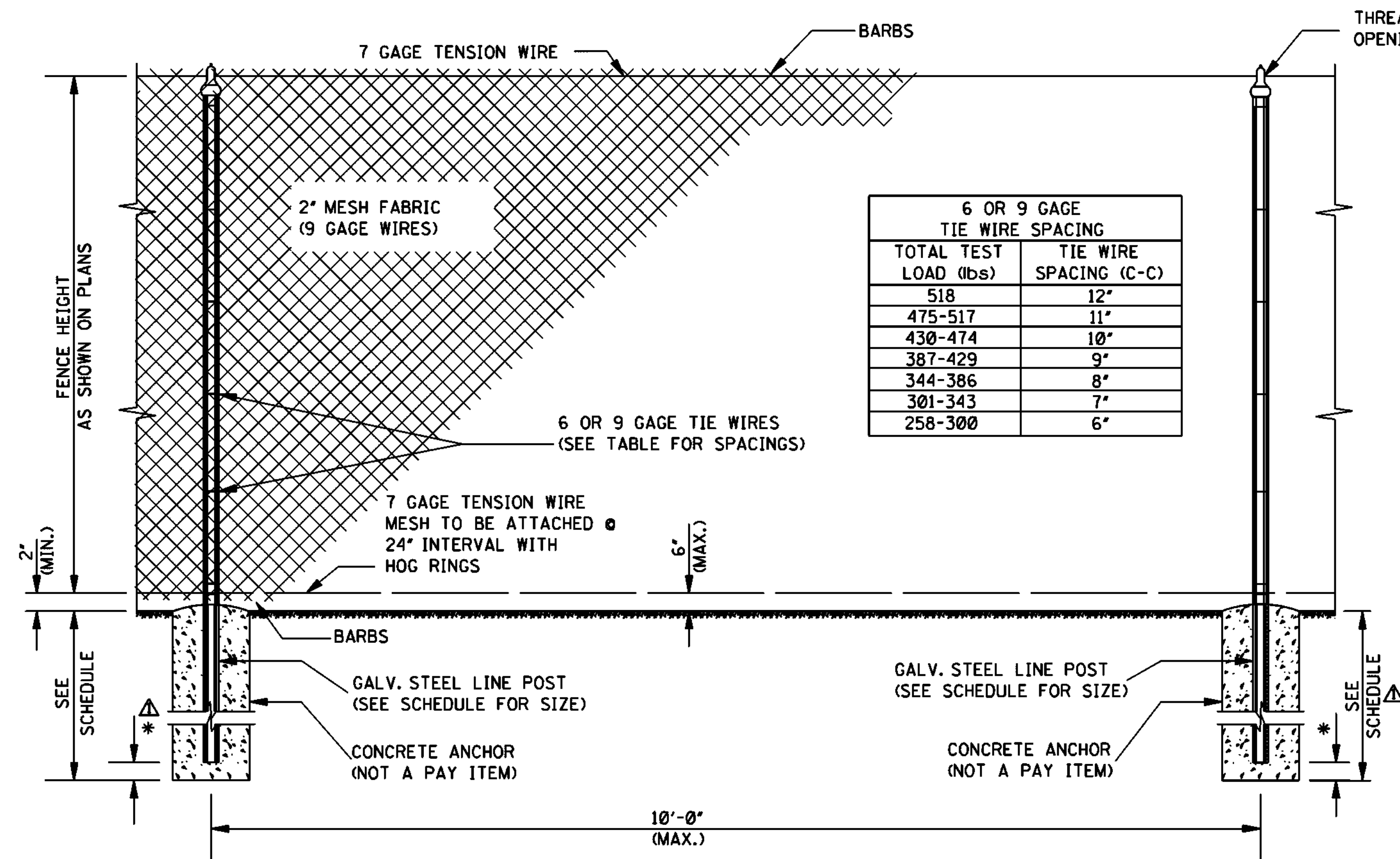
- RIP-RAP TREATMENT
- NOTES:
1. DIMENSIONS D, W AND X ARE VARIABLE AND ARE SHOWN ELSEWHERE ON THE PLANS.
 2. THE RIP-RAP SIZE AND MINIMUM DEPTH "H" FOR RIP-RAP TREATMENT ARE AS FOLLOWS.

RIP-RAP SIZE & MINIMUM DEPTH "H"	
H (in)	RIP-RAP SIZE (lbs)
12"	100
18"	300



- GENERAL NOTE:
1. FOR LOCATION OF APPROPRIATE DITCH TREATMENTS, SEE PLAN SHEETS AS DENOTED BY THE FOLLOWING LEGEND OR AS DIRECTED BY THE ENGINEER:
- DITCH LINER
 - BITUMINOUS TREATED ROVING
 - SOLID SOD
 - CONCRETE PAVED DITCH
 - RIP-RAP

BY		MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
REVISION		DETAILS OF TYPICAL DITCH TREATMENTS	
DATE		ISSUE DATE: OCTOBER 1, 1998	
		WORKING NUMBER DT-1	
		SHEET NUMBER 6145	



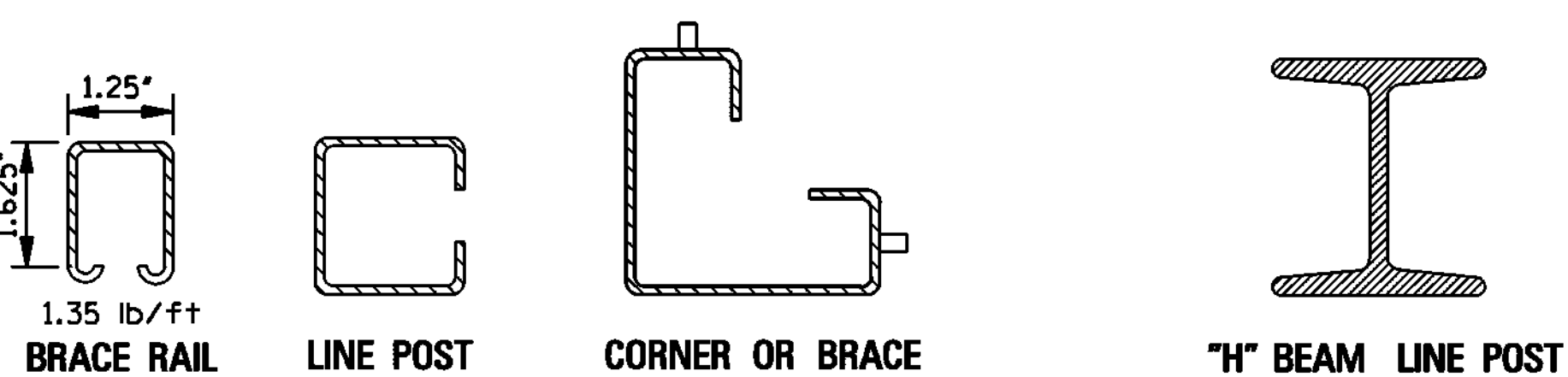
PLAN SHOWING PLACEMENT OF FENCE ALONG R.O.W.

Δ* = HOLE DEPTH - POST DEPTH

FENCE HEIGHT	POST TYPES	MINIMUM POST SIZE			MIN. ANCHOR SIZE		
		ROUND	"H" BEAM	"C" BEAM	HOLE DIA.	HOLE DEPTH	POST DEPTH
		NPS (I.D.)	SIZE	SIZE			
LESS THAN 6'	LINE	1 1/2"	2.250" X 1.625"	1.875" X 1.625"	7"	28"	22"
LESS THAN 6'	END, CORNER & BRACE	2"	-----	3.500" X 3.500"	10"	32"	28"
6' THRU 12'	LINE	2"	2.250" X 1.625"	2.250" X 1.700"	8"	38"	34"
6' THRU 12'	END, CORNER & BRACE	2 1/2"	-----	3.500" X 3.500"	12"	44"	40"

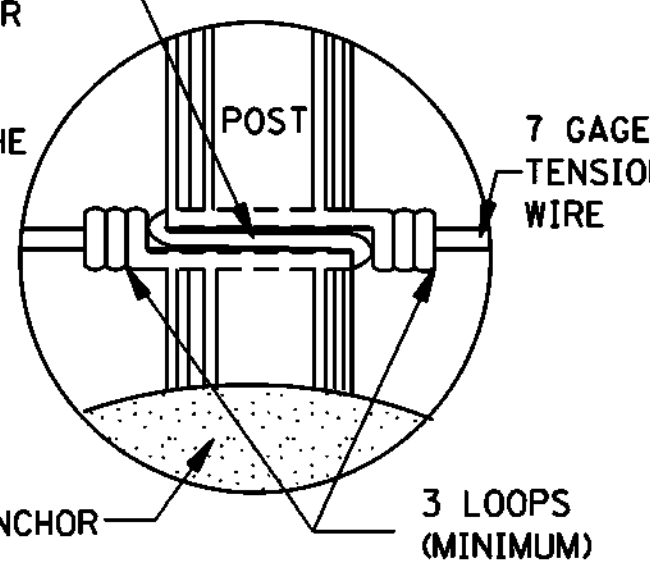
GENERAL NOTES:

- PIPE SIZES SHOWN FOR POSTS, BRACES AND RAILS ARE NOMINAL INSIDE DIAMETERS. ALL POSTS, BRACES AND RAILS SHALL CONFORM TO THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.
- 3/8" TRUSS RODS ARE NOT REQUIRED WHEN CONNECTING LESS THAN FOUR (4) PANEL LENGTHS TO STRUCTURES.
- THE FENCE SHALL BE GROUNDED IN ACCORDANCE WITH THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION SPECIFICATIONS. COST TO BE ABSORBED IN OTHER PAY ITEMS.
- MESH TO BE ATTACHED AT 24" INTERVALS TO TOP AND BOTTOM TENSION WIRE WITH HOG RINGS OR OTHER APPROVED METHODS.
- WHERE A C-SECTION POST, WITH A "J" SLOT IS PROVIDED AS THE LINE POST, THE "J" SLOT MAY BE USED TO ATTACH THE TENSION WIRE TO THE TOP OF THE POST IN LIEU OF A POST TOP.

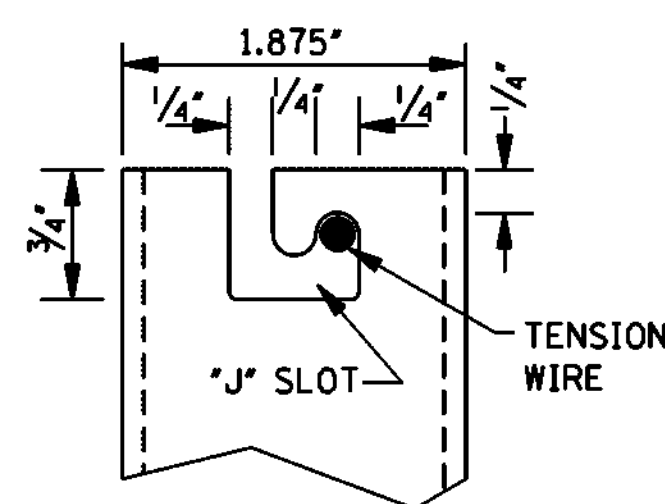
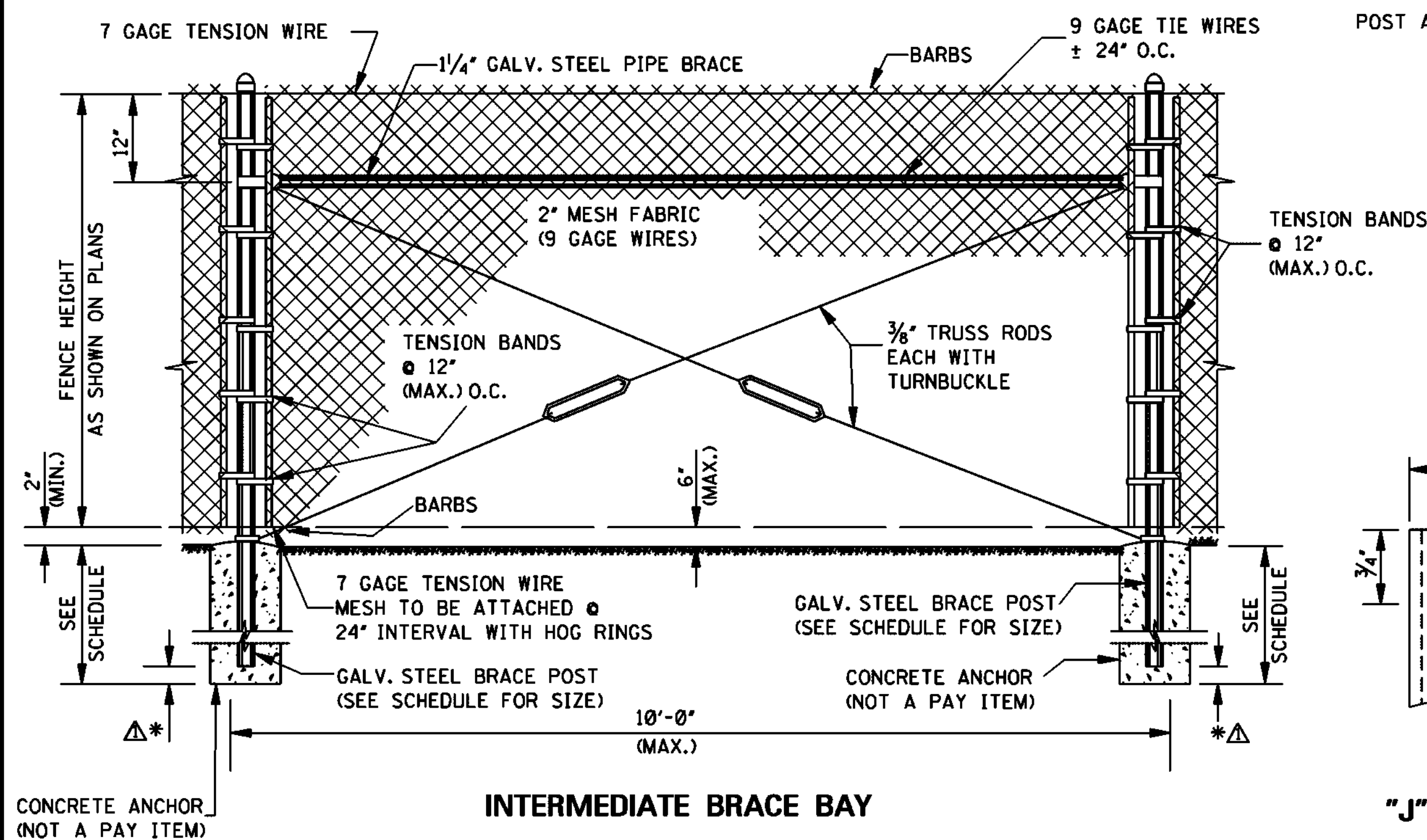


ALTERNATE TYPES OF BRACE RAIL, OR LINE, CORNER OR BRACE POST
NOTE: SIZE AS SHOWN ON SCHEDULE.

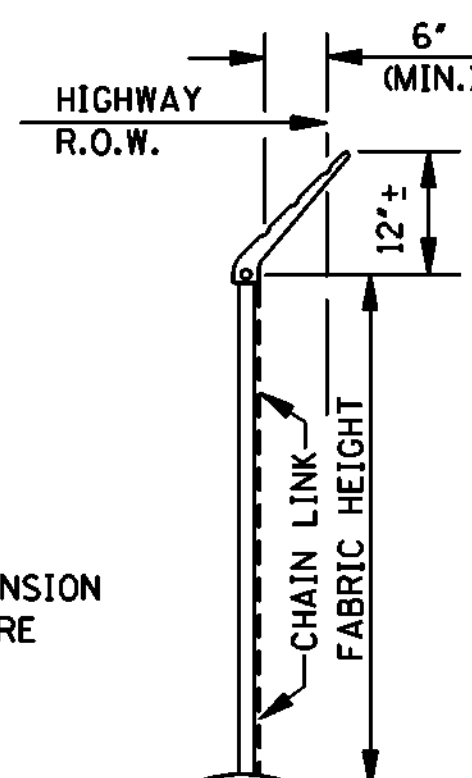
WRAP 9 GAGE WIRE 1.5 LOOPS UNDER TENSION AROUND POST AT BOTTOM ONLY, EXCEPT CORNER AND INTERMEDIATE BRACE BAYS WHICH WILL BE TIED AT THE TOP AND BOTTOM.



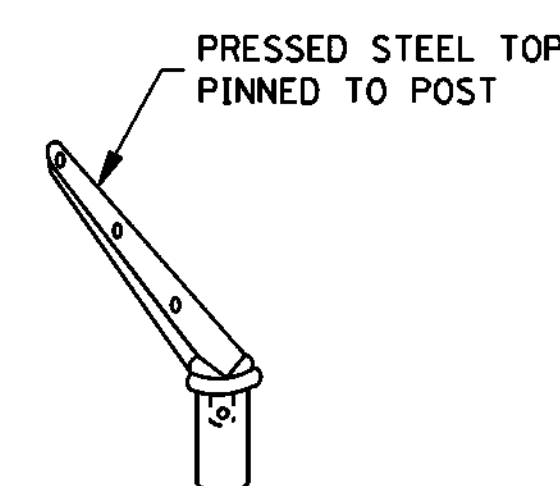
TENSION WIRE TIE DETAILS



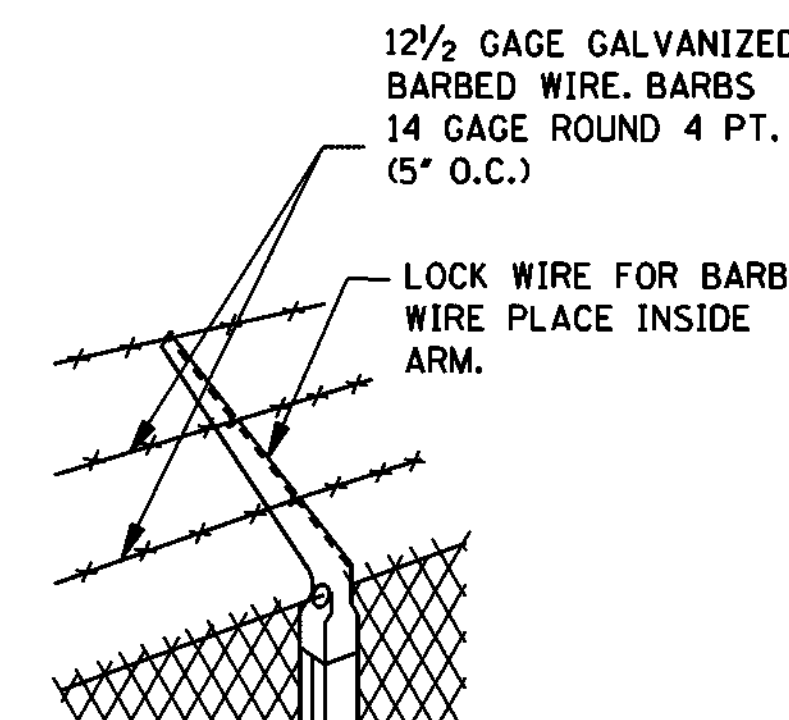
C-SECTION "J" SLOT DETAIL



END ELEVATION



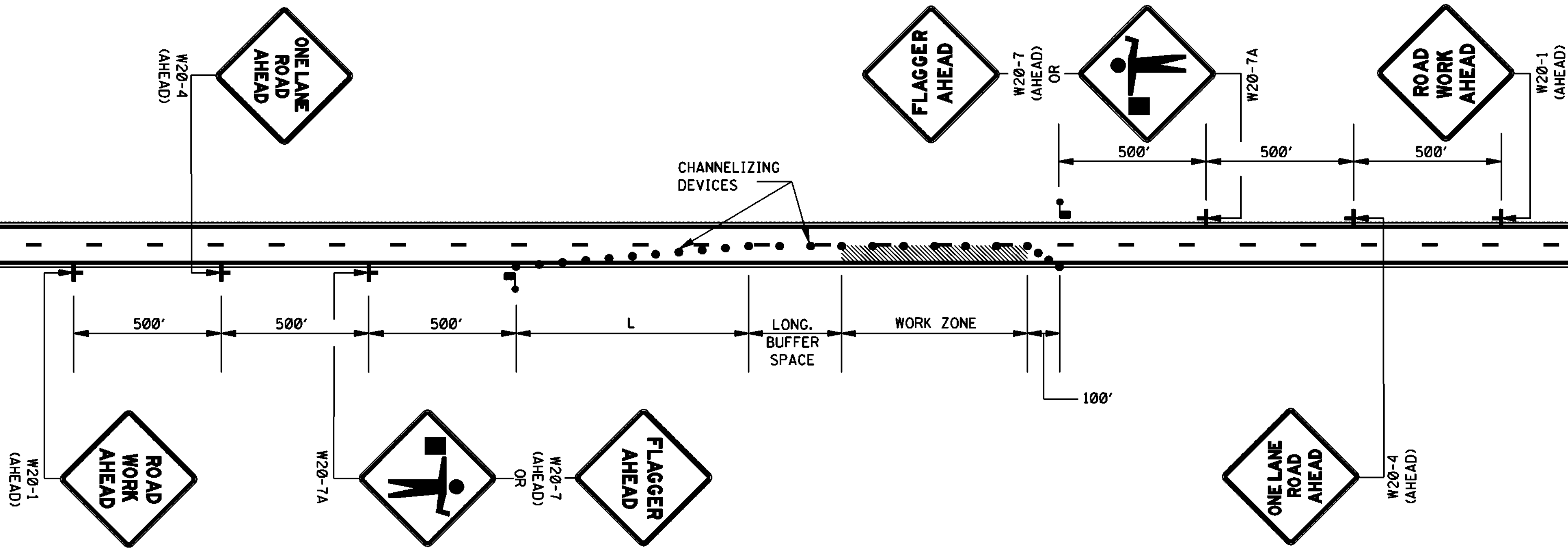
END & CORNER POST TOP



LINE POST TOP (VERTICAL ARMS WHEN DESIRED)

NOTE: ARMS WITH BARBED WIRE TO BE USED WHERE SHOWN ON PLANS.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
FENCE: CHAIN LINK CLASS II	
WORKING NUMBER CL-2	SHEET NUMBER 6163
ISSUE DATE: OCTOBER 1, 1998	



LEGEND

- FLAGGER
- CHANNELIZING DEVICES

GENERAL NOTES:

1. THE LOCATION OF CHANNELIZING DEVICES AND THE WORK AREA LAYOUT SHALL BE BASED ON THE CRITERIA IN THE FOLLOWING TABLE:

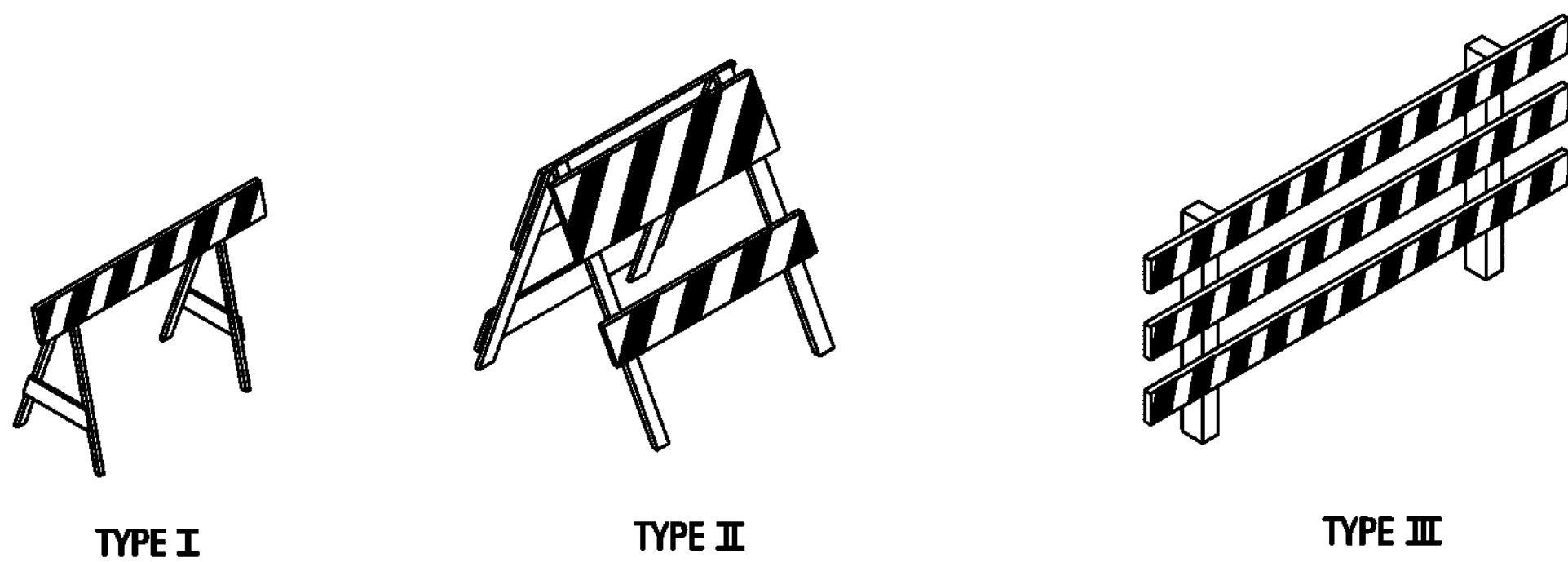
POSTED SPEED AND/OR DESIGN SPEED	MAXIMUM CHANNELIZING DEVICE SPACING (ft†)		MINIMUM LONGITUDINAL BUFFER SPACE (ft†)	TAPER † RATES
	TAPER	ALONG LANE LINE & WORK ZONE		
mph				
≤40	40	80	170	27:1
45	45	90	220	45:1
50	50	100	280	50:1
55	55	110	335	55:1
60	60	120	415	60:1
65	65	130	485	65:1
70	70	140	575	70:1

† NOTE: TAPER RATES ARE DETERMINED USING THE FOLLOWING EQUATIONS:

L = WS FOR SPEEDS OF 45 mph OR GREATER
L = WS²/60 FOR SPEEDS OF 40 mph OR LESS
WHERE: L = MINIMUM LENGTH OF TAPER IN FEET
W = WIDTH OF OFFSET (USUALLY LANE WIDTH) IN FEET
S = DESIGN SPEED OR 85TH PERCENTILE SPEED IN MILES PER HOUR

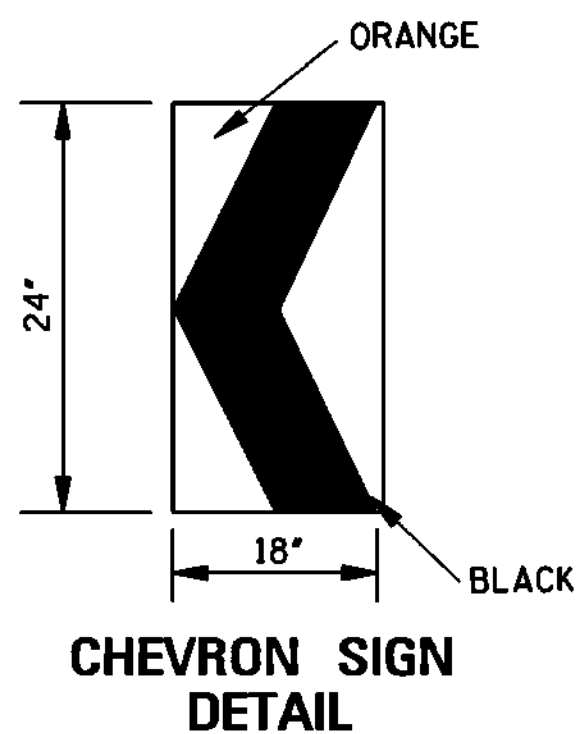
2. ALL CHANNELIZING DEVICES SHALL BE A MINIMUM OF 24" IN HEIGHT.
3. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK IS TO BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.
4. DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 48" x 48".
5. WHEN THERE IS NO EXISTING HAZARD OR AT THE END OF THE WORK DAY, ALL SIGNS SHALL BE COVERED OR REMOVED AND ALL CHANNELIZING DEVICES SHALL BE MOVED TO THE SHOULDER EDGE.
6. WHERE THE WORK ZONE IS STATIONARY, THE W20-7 (500 FT.) SIGN OR THE W20-7A SIGN TOGETHER WITH THE W20-7 (500 FT.) SUPPLEMENTAL PLATE SHOULD BE USED TO INDICATE THE DISTANCE TO THE FLAGGER.

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	TRAFFIC CONTROL PLAN WITH FLAGGER (ONE-LANE CLOSURE OF TWO-WAY TRAFFIC)
				DATE	ISSUE DATE: <u>OCTOBER 1, 1998</u>
					WORKING NUMBER TCP-1
					SHEET NUMBER 6250

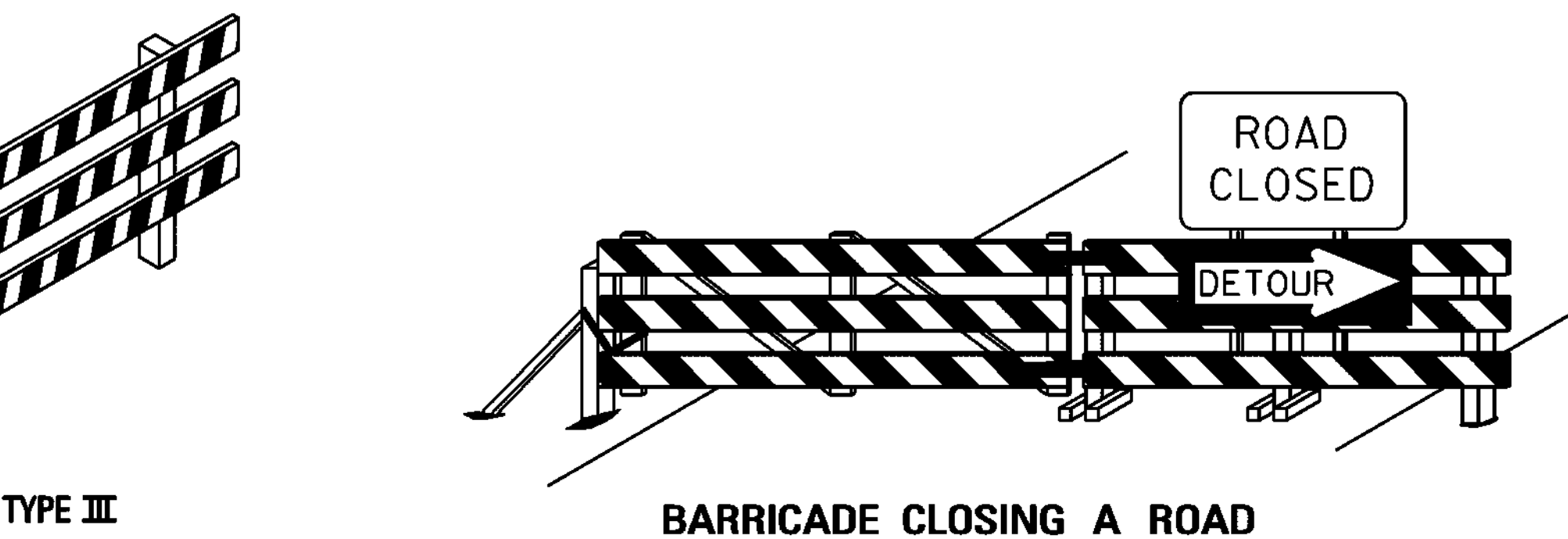


STANDARD BARRICADES

1. A TYPE I BARRICADE CONSISTS OF ONE (1) HORIZONTAL RAIL SUPPORTED BY A DEMOUNTABLE FRAME OR A LIGHT "A" FRAME. A TYPE I BARRICADE NORMALLY WOULD BE USED ON CONVENTIONAL ROADS OR URBAN STREETS AND ARTERIALS.
2. A TYPE II BARRICADE CONSISTS OF TWO (2) HORIZONTAL RAILS ON A LIGHT "A" FRAME. TYPE II BARRICADES ARE INTENDED FOR USE ON EXPRESSWAYS AND FREEWAYS AND OTHER HIGH-SPEED ROADWAYS.
3. TYPE I AND TYPE II BARRICADES ARE INTENDED FOR USE WHERE THE HAZARD IS RELATIVELY SMALL AS, FOR EXAMPLE, ON CITY STREETS, OR FOR THE MORE OR LESS CONTINUOUS DELIMITING OF A RESTRICTED ROADWAY, OR FOR TEMPORARY DAYTIME USE.
4. A TYPE III BARRICADE CONSISTS OF THREE (3) HORIZONTAL RAILS SUPPORTED BY FIXED POSTS, A RIGID SKID, A HEAVY DEMOUNTABLE FRAME OR A HEAVY, HINGED "A" FRAME.
5. TYPE III BARRICADES ARE INTENDED FOR USE ON CONSTRUCTION AND MAINTENANCE PROJECTS AS WING BARRICADES AND AT ROAD CLOSURES, WHERE THEY MUST REMAIN IN PLACE FOR EXTENDED PERIODS.
6. THE MARKING FOR BARRICADE RAILS SHALL BE ORANGE AND WHITE (SLOPING DOWNWARD AT AN ANGLE OF 45° IN THE DIRECTION TRAFFIC IS TO PASS).
7. DO NOT PLACE SANDBAGS OR OTHER DEVICES TO PROVIDE MASS ON THE BOTTOM RAIL THAT WILL BLOCK VIEW OR RAIL FACE.
8. FOR ADDITIONAL INFORMATION OR DETAILS, SEE MUTCD, LATEST EDITION.



1. A CHEVRON SIGN CONSISTS OF A BLACK CHEVRON TYPE MARKING ON AN ORANGE BACKGROUND AND SHALL POINT IN THE DIRECTION OF TRAFFIC FLOW.
2. THE CHEVRON SIGN SHALL BE MOUNTED ON FIXED POST OR RIGID SKID.
3. CHEVRON SIGNS MAY BE USED TO SUPPLEMENT OTHER STANDARD DEVICES WHERE ONE OR MORE LANES ARE CLOSED FOR CONSTRUCTION OR MAINTENANCE. THEY SHALL BE PLACED APPROXIMATELY 2'-0" BEHIND THE LANE TRANSITION STRIPE.



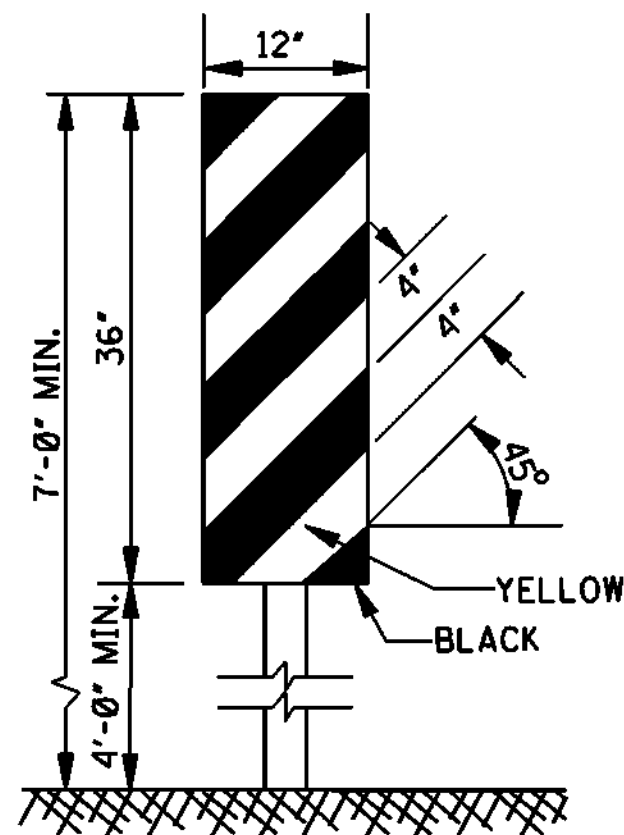
BARRICADE CLOSING A ROAD

BARRICADE CHARACTERISTICS

	I	II	III
WIDTH OF RAIL **	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.
LENGTH OF RAIL **	24" MIN.	24" MIN.	48" MIN.
WIDTH OF STRIPE *	6"	6"	6"
HEIGHT	36" MIN.	36" MIN.	60" MIN.
NUMBER OF REFLECTORIZED RAIL FACES	2 (ONE EACH DIRECTION)	4 (TWO EACH DIRECTION)	3 IF FACING TRAFFIC IN ONE DIRECTION 6 IF FACING TRAFFIC IN TWO DIRECTIONS
TYPE OF FRAME	LIGHT	LIGHT "A" FRAME	POST OR SKID

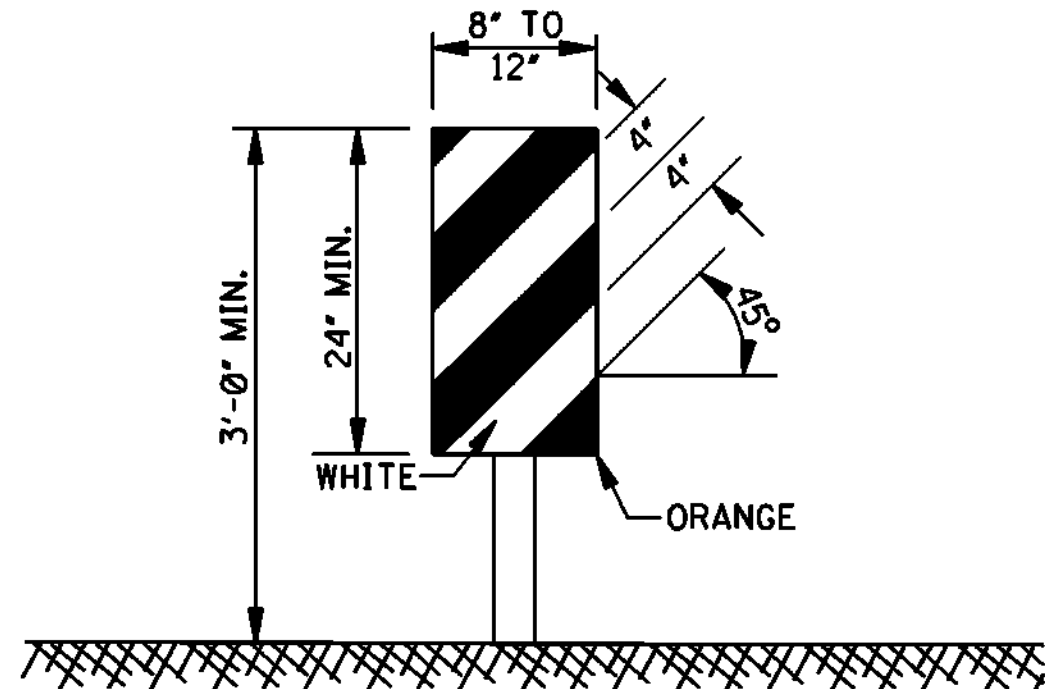
* 1. FOR RAILS LESS THAN 36" LONG, 4" WIDE STRIPES MAY BE USED.

** 2. BARRICADES INTENDED FOR USE ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH SPEED ROADWAYS, SHALL HAVE A MINIMUM OF 270 in² OF REFLECTIVE AREA FACING TRAFFIC.



TYPE 3 OBJECT MARKER (OM-3R)

1. TYPE 3 OBJECT MARKERS SHALL BE USED AT ALL EXPOSED BRIDGE ABUTMENTS AND AT OTHER LOCATIONS AS DEEMED NECESSARY BY THE ENGINEER.
2. THE OM-3R IS SHOWN. THE OM-3L IS SIMILAR EXCEPT THE STRIPES SLOPE DOWNWARD FROM THE UPPER LEFT SIDE TO THE LOWER RIGHT SIDE AND SHALL BE PLACED ON THE LEFT SIDE OF THE OBJECT.
3. THE INSIDE EDGE OF THE MARKER SHALL BE IN LINE WITH THE INNER EDGE OF THE OBSTRUCTION.

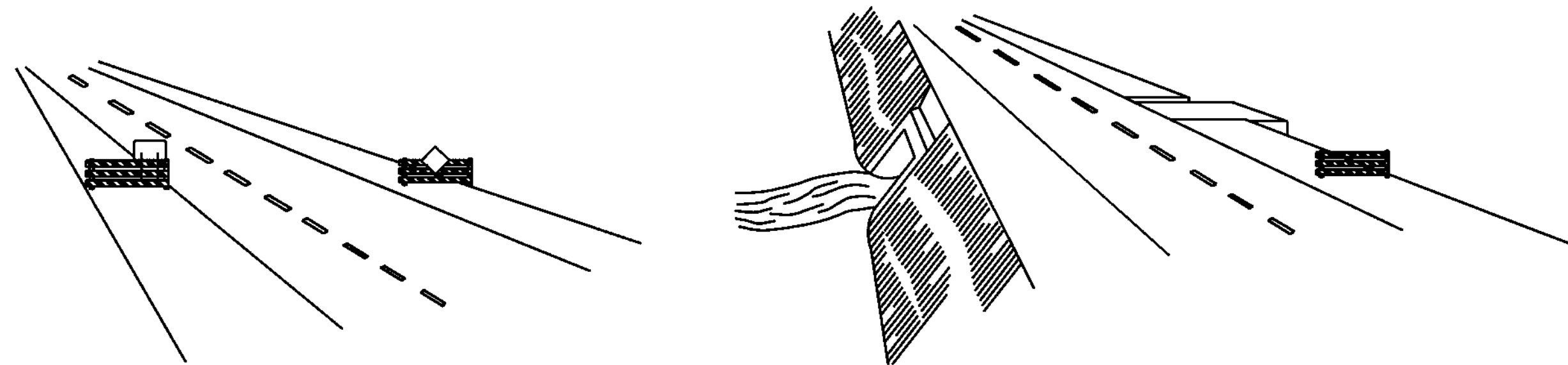


VERTICAL PANEL

1. VERTICAL PANELS CONSIST OF AT LEAST ONE PANEL 8" TO 12" IN WIDTH AND A MINIMUM OF 24" IN HEIGHT.
2. THE DIAGONAL STRIPES SHALL SLOPE DOWNWARD IN THE DIRECTION THAT TRAFFIC IS TO PASS THE PANEL. THE PANELS SHALL BE MOUNTED WITH THE TOP A MINIMUM OF 36" ABOVE THE ROADWAY ON A SINGLE LIGHTMASS POST.
3. VERTICAL PANELS USED ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH-SPEED ROADWAYS SHALL HAVE A MINIMUM OF 270 in² OF RETROREFLECTIVE AREA FACING TRAFFIC.
4. FOR TWO-WAY TRAFFIC OPERATIONS, BACK-TO-BACK PANELS SHALL BE USED.

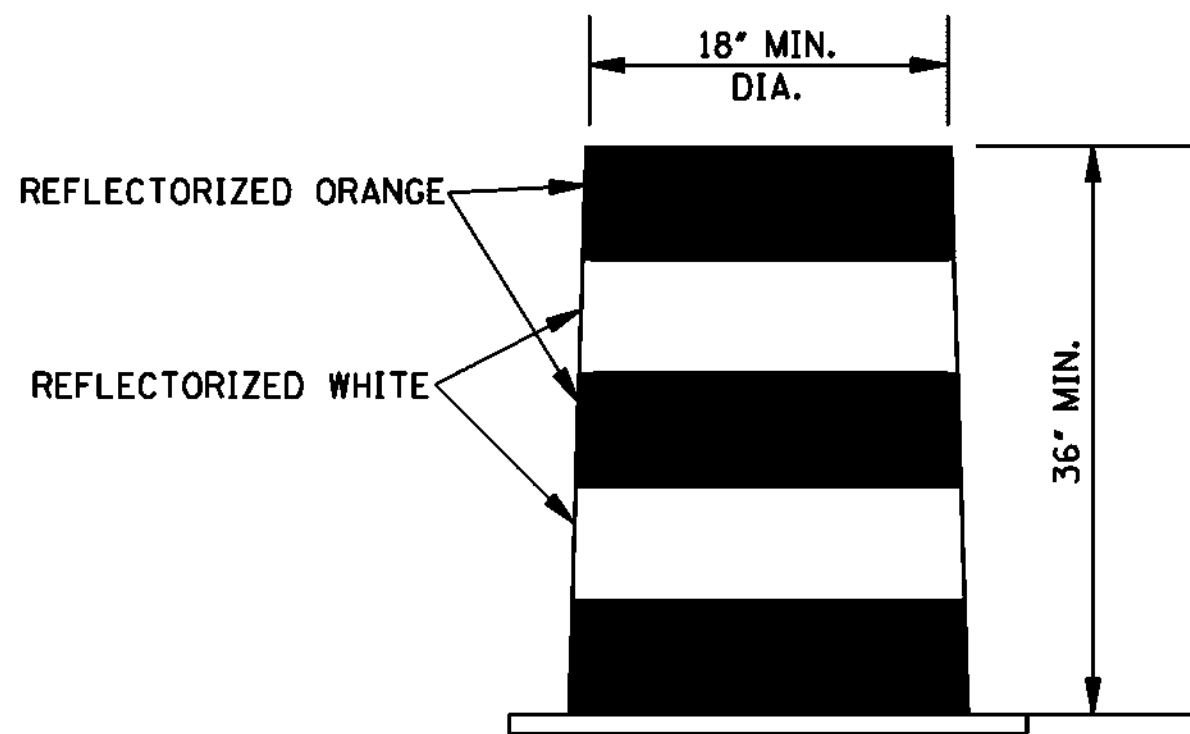
GENERAL NOTES:

1. MARKINGS ON ALL DEVICES SHOWN ON THIS SHEET SHALL BE HIGH INTENSITY REFLECTIVE SHEETING.
2. THE TRAFFIC CONTROL PLAN WILL LIST THE VARIOUS TRAFFIC CONTROL DEVICES REQUIRED FOR EACH PROJECT.



WING BARRICADES

1. WING BARRICADES ARE TYPE III BARRICADES ERECTED ON THE SHOULDER ON ONE OR BOTH SIDES OF THE PAVEMENT TO GIVE THE SENSATION OF A NARROWING OR RESTRICTED ROADWAY. WING BARRICADES MAY BE USED AS A MOUNTING FOR THE ADVANCE WARNING SIGNS OR FLASHERS.
2. WING BARRICADES SHOULD BE USED:
A. IN ADVANCE OF A CONSTRUCTION PROJECT EVEN WHEN NO PART OF THE ROADWAY IS ACTUALLY CLOSED.
B. IN ADVANCE OF ALL BRIDGE OR CULVERT WIDENING OPERATIONS.



PLASTIC DRUM STRIPING DETAIL

1. PLASTIC DRUMS SHALL BE ON END AND USED AS AN EXPEDIENT METHOD FOR TRAFFIC CHANNELIZATION. THE COLOR AND MARKING OF DRUMS SHALL BE CONSISTENT WITH MARKING STANDARDS FOR BARRICADE. THE PREDOMINANT COLOR ON DRUMS SHALL BE ORANGE WITH FOUR (4) REFLECTORIZED, HORIZONTAL, CIRCUMFERENTIAL STRIPES (2 ORANGE & 2 WHITE) 6" WIDE.
2. DRUMS SHOULD NEVER BE PLACED IN THE ROADWAY WITHOUT WARNING SIGNS.
3. WHERE PRACTICAL PLASTIC DRUMS SHALL BE PLACED NO CLOSER THAN 3'-0" FROM THE EDGE OF TRAVELED LANE.

		BY		MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
		REVISION		HIGHWAY SIGN AND BARRICADE DETAILS FOR CONSTRUCTION PROJECTS	
		DATE		ISSUE DATE: OCTOBER 1, 1998	
				WORKING NUMBER TCP-10	
				SHEET NUMBER 6259	

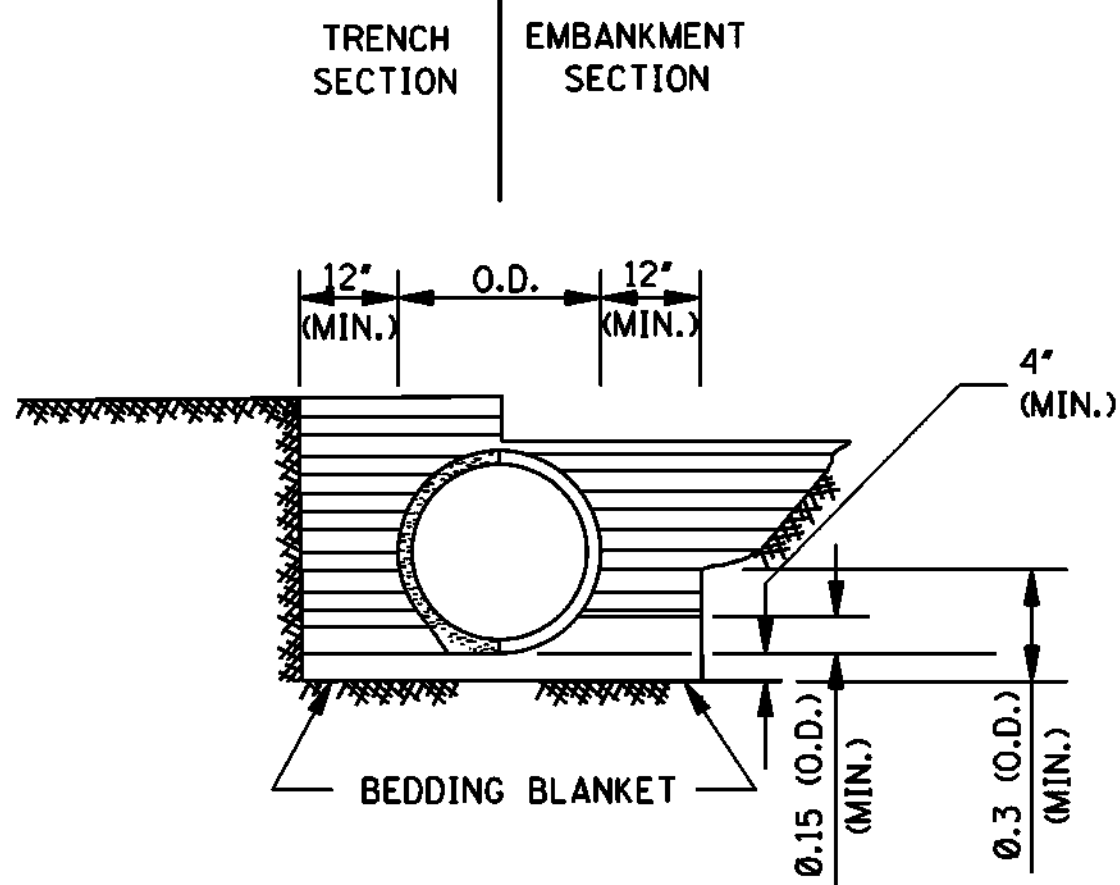
CORRUGATED STEEL AND ALUMINUM PIPE (ROUND) H-20 LOADING						
PIPE DIAMETER (in)	MINIMUM COVER FROM TOP OF PIPE TO TOP OF SUBGRADE (in)	MAXIMUM FILL HEIGHT ABOVE TOP OF PIPE (ft)				
		SHEET THICKNESS (in)				
		0.064 STEEL 0.060 ALUM. 16 GAGE	0.079 STEEL 0.075 ALUM. 14 GAGE	0.109 STEEL 0.105 ALUM. 12 GAGE	0.138 STEEL 0.135 ALUM. 10 GAGE	0.168 STEEL 0.164 ALUM. 8 GAGE
		2 3/8" X 1/2" CORRUGATED STEEL / RIVETED, WELDED OR HELICAL	3" X 1" OR 5" X 1" CORRUGATED STEEL / RIVETED, WELDED, HELICAL OR BOLTED	2 3/8" X 1/2" CORRUGATED ALUMINUM RIVETED OR HELICAL		
12"	12"	84' / - / 45'	91' / - / 45'	- / - / 78'	- / - / 81'	- / - / 84'
15"	12"	67' / - / -	73' / - / -	- / - / -	- / - / -	- / - / -
18"	12"	56' / - / 30'	61' / - / 30'	- / - / 52'	- / - / 54'	- / - / 56'
24"	12"	42' / - / 22'	46' / - / 22'	59' / - / 39'	- / - / 41'	- / - / 42'
30"	12"	34' / - / 18'	36' / - / 18'	47' / - / 31'	- / - / 32'	- / - / 34'
36"	12"	28' / 48' / 15'	30' / 60' / 15'	39' / 78' / 26'	41' / 89' / 27'	- / 101' / 28'
42"	12"	31' / 41' / -	43' / 51' / 26'	46' / 64' / 43'	48' / 71' / 43'	50' / 79' / 44'
48"	12"	27' / 36' / -	37' / 45' / -	45' / 57' / 40'	46' / 61' / 41'	47' / 66' / 43'
54"	12"	- / 32' / -	33' / 40' / -	43' / 52' / 35'	44' / 55' / 37'	45' / 59' / 38'
60"	12"	- / 29' / -	- / 36' / -	43' / 49' / -	43' / 51' / 33'	44' / 54' / 34'
66"	12"	- / 26' / -	- / 33' / -	42' / 47' / -	43' / 49' / 30'	43' / 51' / 31'
72"	12"	- / 24' / -	- / 30' / -	- / 44' / -	41' / 47' / -	43' / 49' / 29'
78"	12"	- / 22' / -	- / 28' / -	- / 41' / -	- / 46' / -	39' / 47' / -
84"	12"	- / 21' / -	- / 26' / -	- / 38' / -	- / 45' / -	35' / 46' / -
90"	12"	- / 19' / -	- / 24' / -	- / 35' / -	- / 43' / -	- / 45' / -
96"	12"	- / 18' / -	- / 22' / -	- / 33' / -	- / 40' / -	- / 44' / -
102"	24"	- / 17' / -	- / 21' / -	- / 31' / -	- / 38' / -	- / 42' / -
108"	24"	- / - / -	- / 20' / -	- / 30' / -	- / 35' / -	- / 39' / -
114"	24"	- / - / -	- / 19' / -	- / 28' / -	- / 34' / -	- / 37' / -
120"	24"	- / - / -	- / - / -	- / 27' / -	- / 32' / -	- / 35' / -

NOTE: THE AVERAGE INSIDE DIAMETER SHALL NOT VARY MORE THAN ONE (1) PERCENT OR 1/2", WHICHEVER IS GREATER, FROM THE NOMINAL DIAMETER WHEN MEASURED ON THE INSIDE CREST OF THE CORRUGATIONS (AASHTO M 36M/M 36 & AASHTO M 196M/M 196).

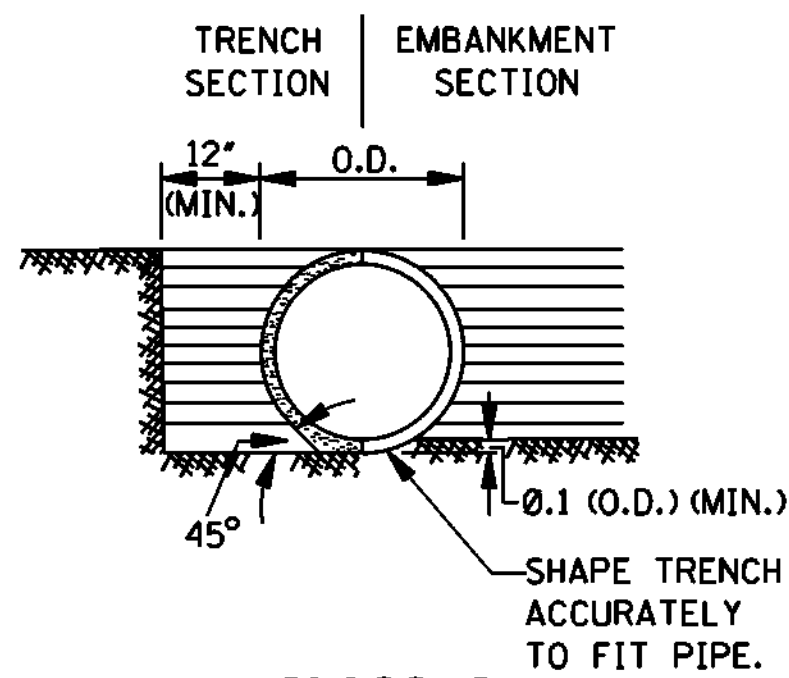
CORRUGATED METAL PIPE ARCHES H-20 LOADING									
EQUIV. DIAMETER (in)	PIPE DIMENSION (SPAN X RISE) (in)	MINIMUM CORNER RADIUS (in)	MINIMUM COVER FROM TOP OF PIPE TO TOP OF SUBGRADE FOR 2 tons/ft² (in)	STEEL			ALUMINUM		
				MINIMUM THICKNESS REQUIRED (in)	MAXIMUM FILL HEIGHT ABOVE TOP OF PIPE (ft) FOR THE FOLLOWING CORNER BEARING PRESSURE (tons/ft²)		MINIMUM THICKNESS REQUIRED (in)	MAXIMUM FILL HEIGHT ABOVE TOP OF PIPE (ft) FOR THE FOLLOWING CORNER BEARING PRESSURE (tons/ft²)	
					2 tons/ft²	3 tons/ft²		2 tons/ft²	3 tons/ft²
				2 2/3" X 1/2" CORRUGATION RIVETED, WELDED OR HELICAL			2 2/3" X 1/2" CORRUGATION RIVETED OR HELICAL		
15"	17" X 13"	3"	18"	0.064"	13'	15'+	0.060"	15'	-
18"	21" X 15"	3"	18"	0.064"	12'	15'+	0.060"	14'	-
24"	28" X 20"	3"	18"	0.064"	10'	15'	0.060"	10'	15'+
30"	35" X 24"	3"	18"	0.079"	9'	14'	0.060"	9'	14'
36"	42" X 29"	3 1/2"	18"	0.079"	9'	13'	0.075"	9'	13'
42"	49" X 33"	4"	18"	0.079"	8'	12'	0.105"	8'	12'
48"	57" X 38"	5"	18"	0.109"	8'	12'	0.135"	8'	12'
54"	64" X 43"	6"	18"	0.109"	8'	12'	0.135"	8'	12'
60"	71" X 47"	7"	18"	0.138"	8'	12'	0.164"	8'	12'
66"	77" X 52"	8"	18"	0.168"	8'	12'			
72"	83" X 57"	9"	18"	0.168"	9'	13'			
				5" X 1" OR 3" X 1" CORRUGATION RIVETED, WELDED OR HELICAL					
36"	40" X 31"	5"	18"	0.079"	12'	15'+			
42"	46" X 36"	6"	18"	0.079"	12'	15'+			
48"	53" X 41"	7"	18"	0.079"	12'	15'+			
54"	60" X 46"	8"	18"	0.079"	12'	15'+			
60"	66" X 51"	9"	18"	0.079"	12'	15'+			
66"	73" X 55"	12"	18"	0.079"	15'+	-			
72"	81" X 59"	14"	18"	0.079"	15'	-			
78"	87" X 63"	14"	18"	0.079"	14'	15'+			
84"	95" X 67"	16"	18"	0.109"	13'	15'+			
90"	103" X 71"	16"	24"	0.109"	12'	15'+			
96"	112" X 75"	18"	24"	0.109"	11'	15'+			

NOTES:
1. THE AVERAGE INSIDE DIAMETER SHALL NOT VARY MORE THAN ONE (1) PERCENT OR 1/2", WHICHEVER IS GREATER, FROM THE NOMINAL DIAMETER WHEN MEASURED ON THE INSIDE CREST OF THE CORRUGATIONS. (AASHTO M 36M/M 36 & AASHTO M 196M/M 196).

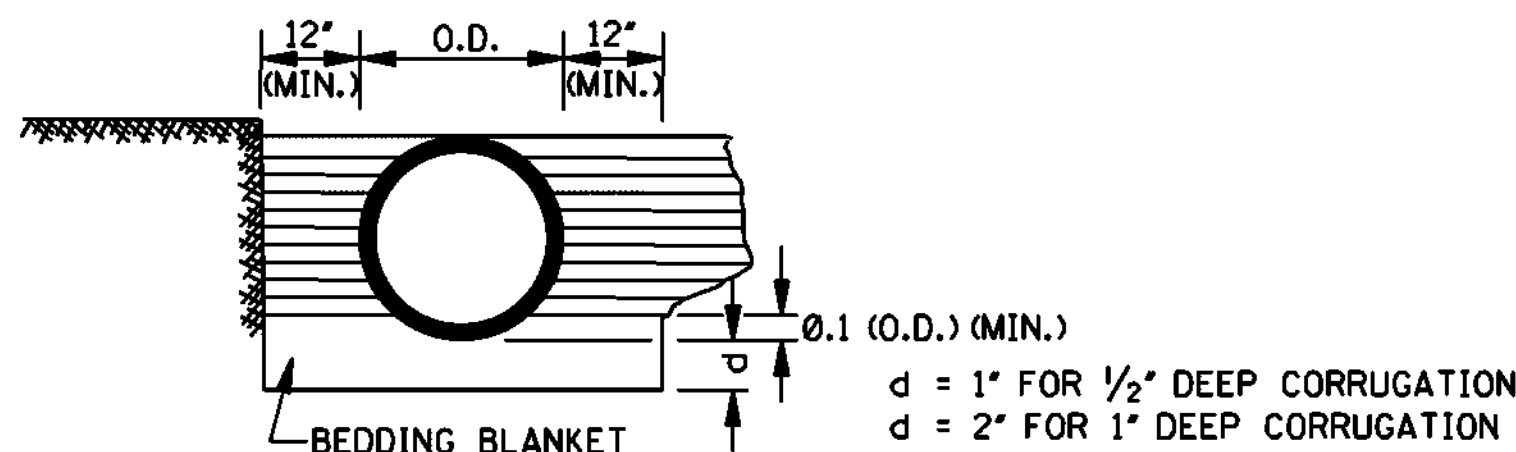
+ 2. BEARING PRESSURES EXCEEDING 2 tons/ft² REQUIRED FOR GIVEN FILL HEIGHT SHALL HAVE FOUNDATION MATERIALS INVESTIGATED TO DETERMINE BEARING CAPACITY.



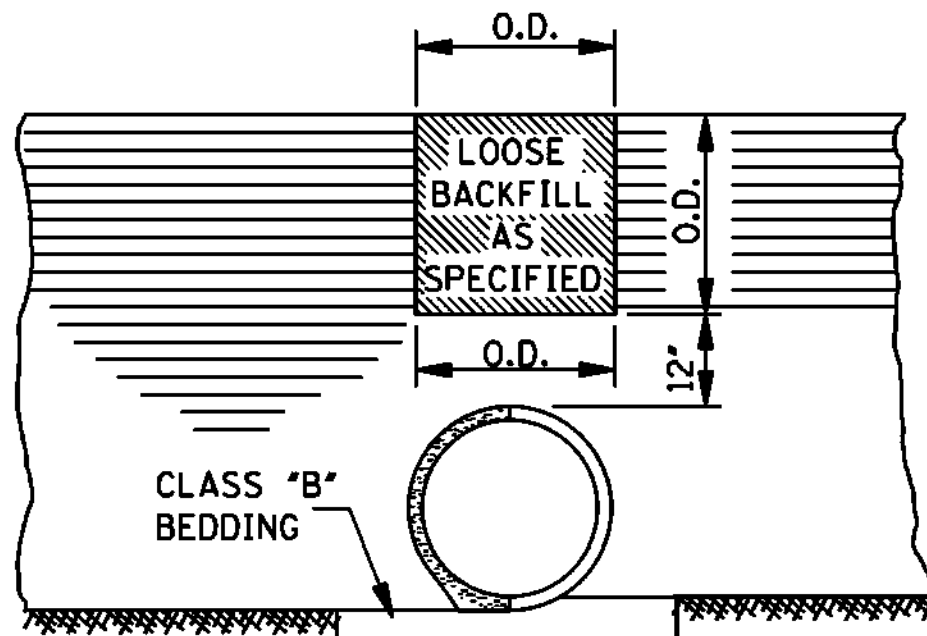
CLASS B



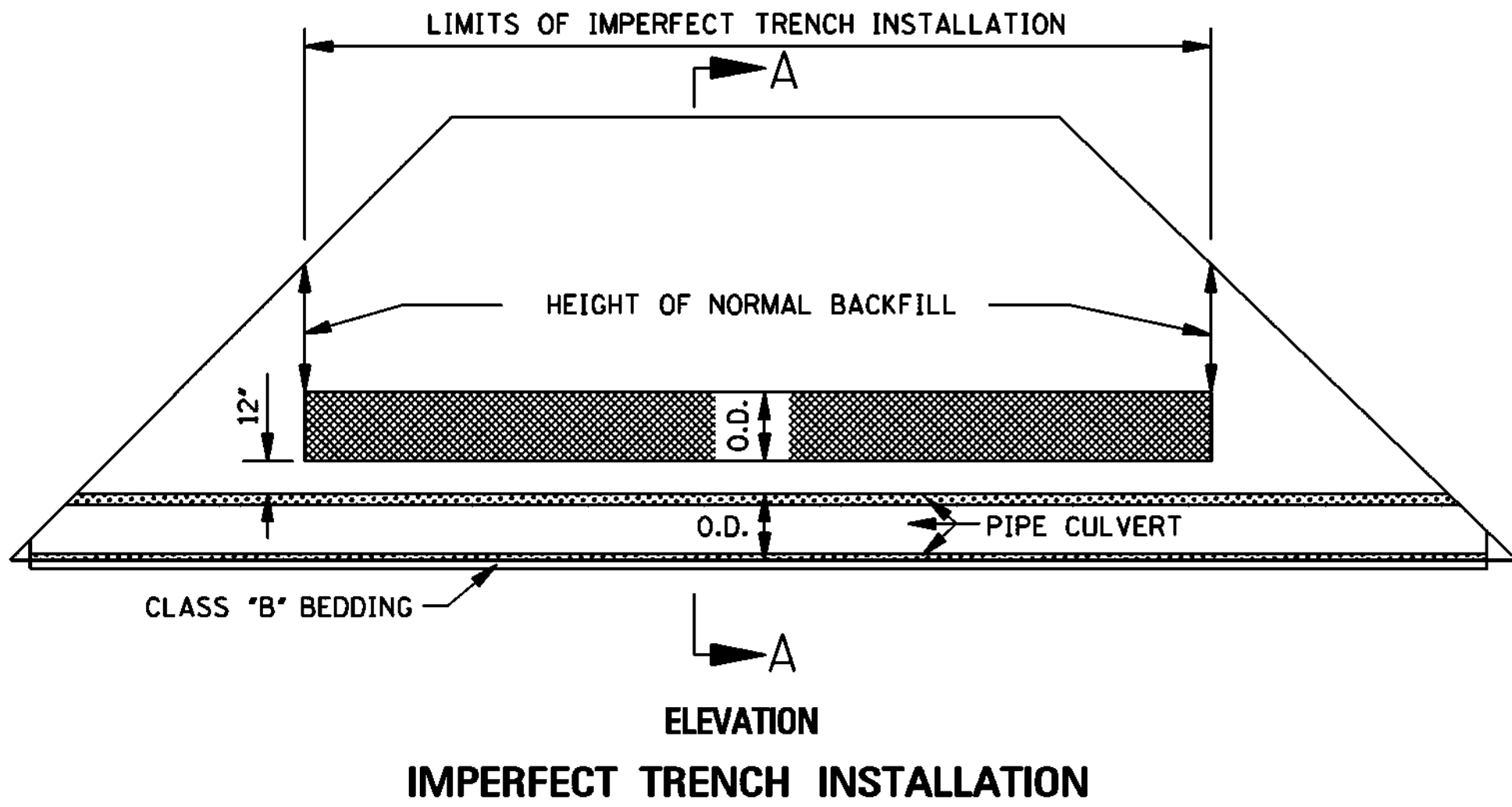
CLASS C



CLASS C MODIFIED



SECTION A-A



ELEVATION

MAXIMUM HEIGHT OF FILL OVER REINFORCED CONCRETE PIPE			
CLASS OF PIPE	TYPE OF BACKFILL	MAXIMUM COVER (ft)	
		CLASS "C" BEDDING	CLASS "B" BEDDING
III	NORMAL	16'	-
IV	NORMAL	23'	28'
V	NORMAL	30'	36'
IV	IMPERFECT	-	90'
V	IMPERFECT	-	115'

NOTE: CLASS OF PIPE AND BEDDING TO BE CONSISTENT THROUGHOUT THE PIPE LENGTH.

MAXIMUM HEIGHT OF FILL OVER CLASS 2 NONREINFORCED CONCRETE PIPE, PERFORATED AND/OR PLAIN, FOR UNDERDRAINS				
PIPE SIZE (in)	MAXIMUM COVER (ft)			
	BEDDING CLASS "C"/CLASS "B"		PROJECTING	
	B _d (in)	SAND & GRAVEL	DAMP CLAY	POSITIVE p = 0.7; R _{sd} = 0.7
4"	2.00'	*	*	34'/42'
6"	2.00'	*	*	25'/30'
8"	2.25'	*	16' / *	19'/24'
10"	2.50'	*	12'/20'	16'/19'
12"	2.75'	*	12'/18'	14'/17'

NOTES:
* 1. INDICATES NO LIMIT OF FILL HEIGHT (130 lbs/ft³).
2. TRENCH WIDTH (B_d) NO GREATER THAN 16" PLUS O.D.
3. FACTOR OF SAFETY IS 1.25 ON MINIMUM ULTIMATE STRENGTH.
4. MINIMUM COVER FOR HIGHWAY LOADS IS 18".
5. PERFORATED PIPE SHALL BE TYPE 1.

GENERAL NOTES:

1. MINIMUM SPACING BETWEEN MULTIPLE LINES OF PARALLEL PIPE SHALL BE THE DISTANCE REQUIRED FOR INSTALLING THE ADJACENT FLARED END SECTIONS OR AS SHOWN ON THE HEADWALL DRAWINGS FOR CONDUITS REQUIRING HEADWALLS.
2. UNLESS OTHERWISE INDICATED, THE TOP OF THE PIPE SHALL BE BELOW THE TOP OF THE SUBGRADE, AND A MINIMUM OF 12" OF COVER OVER THE TOP OF THE PIPE SHALL BE MAINTAINED BETWEEN THE SHOULDER LINES.
3. WHERE PRE-BED PIPE IS INSTALLED, FLARED END SECTIONS FROM OTHER MANUFACTURERS MAY BE JOINED TO PRE-BED PIPE PROVIDED A CONCRETE COLLAR IS PLACED AT THE CONTRACTORS EXPENSE AND A DEFORMATION TO THE PIPE'S FLOWLINE IS NOT EVIDENT ON FINAL PLACEMENT.

BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
REVISION	
DATE	ISSUE DATE: OCTOBER 1, 1998

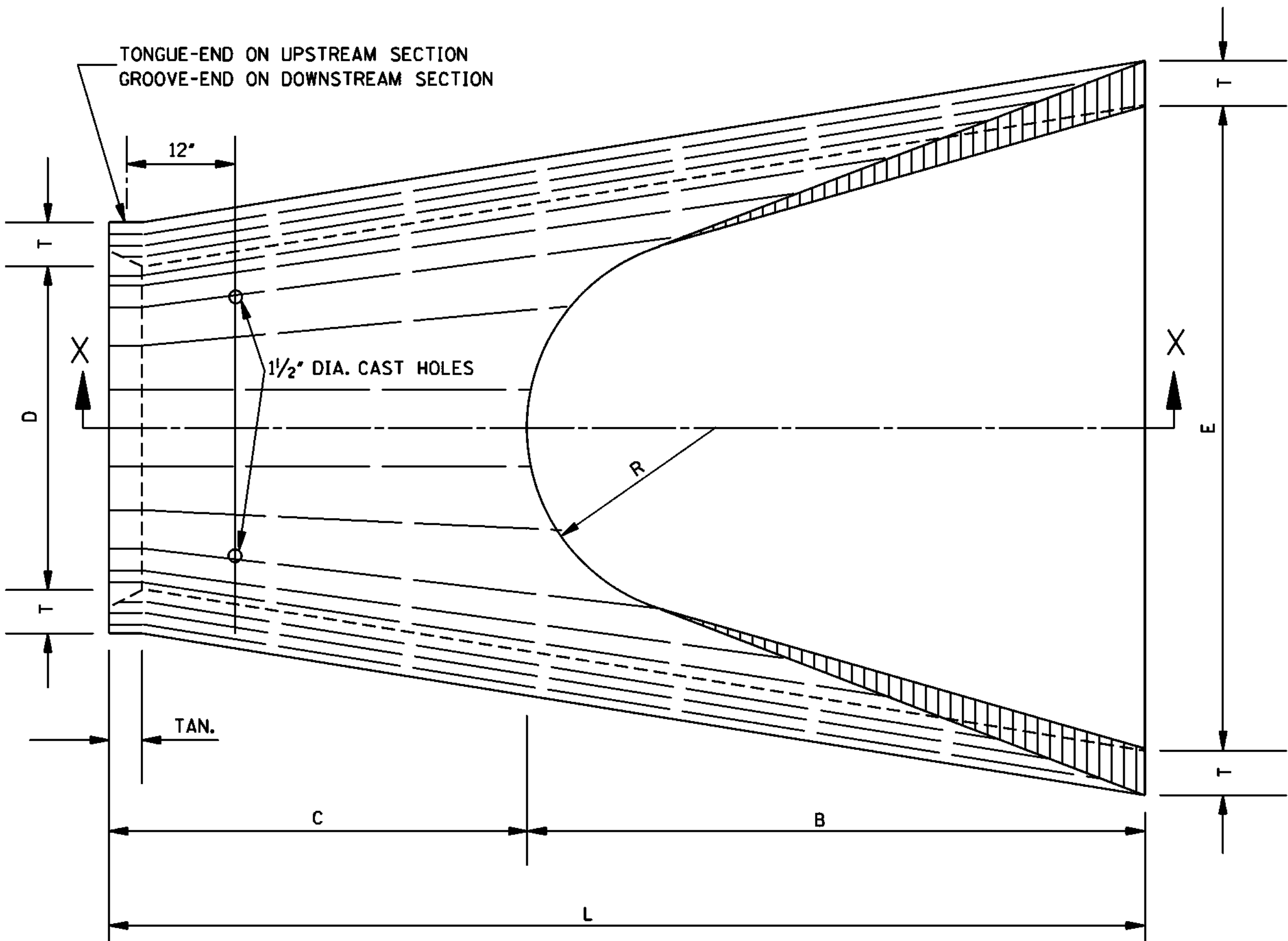
**PIPE CULVERT
INSTALLATION**

WORKING NUMBER
PI-1

SHEET NUMBER
6300

BELL AND SPIGOT END OPTION

NOTE: BELL-END ON DOWNSTREAM SECTION
SPIGOT-END ON UPSTREAM SECTION.

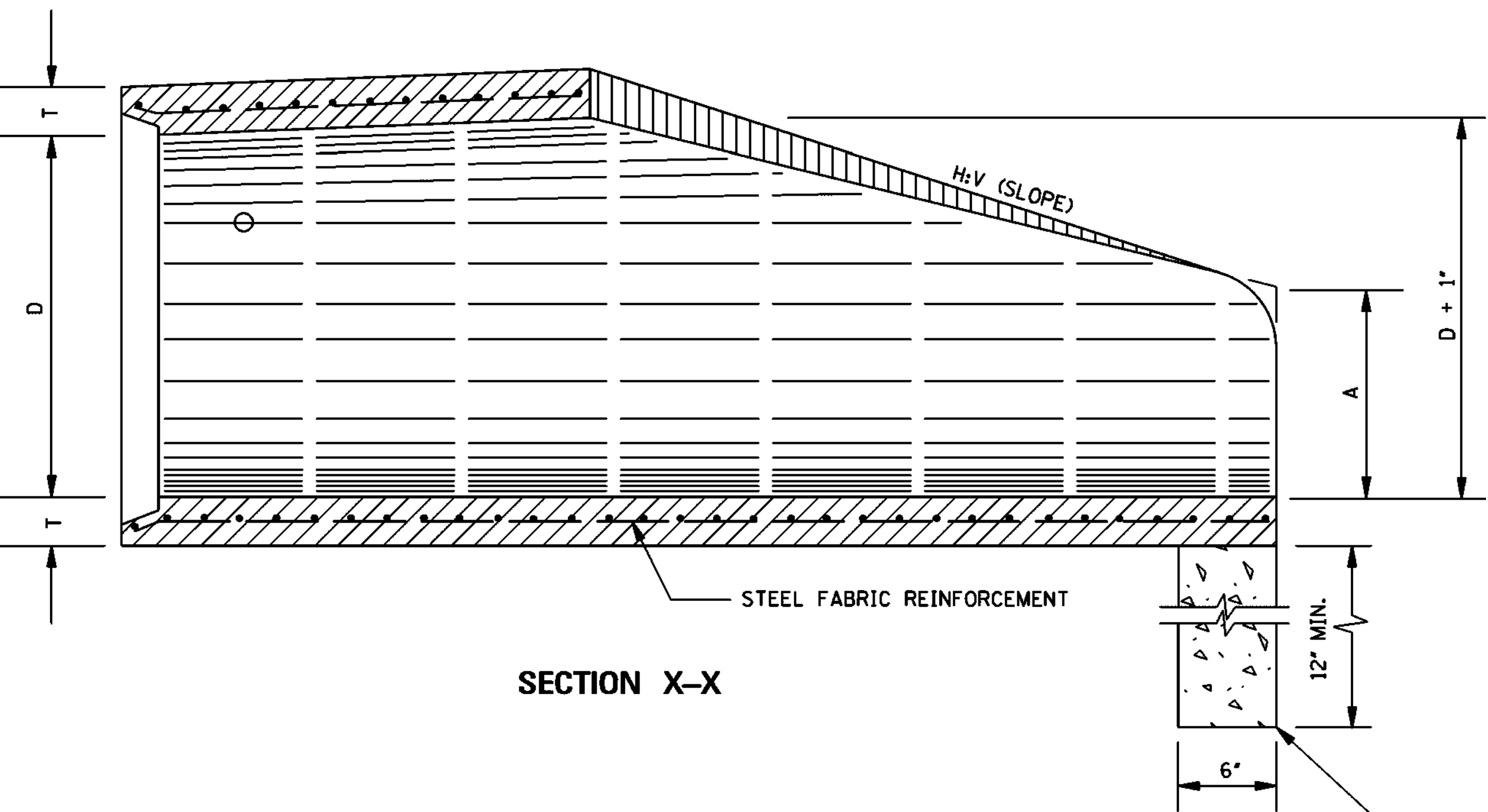


PLAN OF DOWNSTREAM END

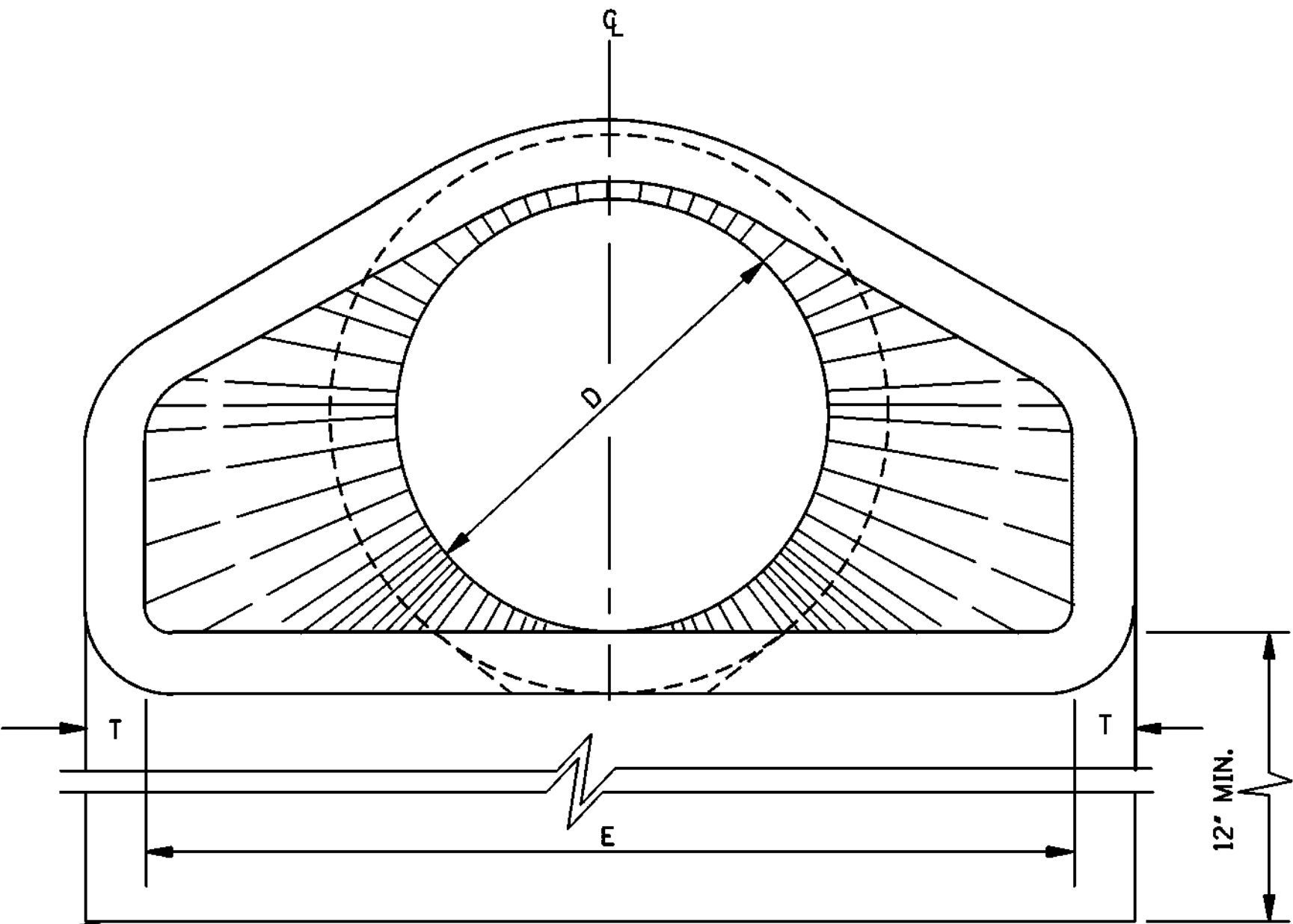
TABLE OF DIMENSIONS							
D	T	H:V	A	B	C	E	L
15"	2 1/4"	3:1	6"	2'-3"	4'-1"	2'-8"	6'-1"
18"	2 1/2"	3:1	9"	2'-3"	3'-10"	3'-0"	6'-1"
24"	3"	3:1	10"	3'-8"	2'-6"	4'-0"	6'-2"
30"	3 1/2"	3:1	1'-0"	4'-6"	1'-8"	5'-0"	6'-2"
36"	4"	3:1	1'-3"	5'-3"	2'-11"	6'-0"	8'-2"
42"	4 1/2"	3:1	1'-9"	5'-3"	2'-11"	6'-6"	8'-2"
48"	5"	3:1	2'-0"	6'-0"	2'-2"	7'-0"	8'-2"
54"	5 1/2"	3:1	2'-4"	6'-6"	1'-10"	7'-6"	8'-4"
* 60"	6"	3:1	2'-10"	6'-6"	1'-10"	8'-0"	8'-4"
* 66"	6 1/2"	3:1	3'-4"	6'-6"	1'-10"	8'-6"	8'-4"
* 72"	7"	3:1	3'-10"	6'-6"	1'-10"	9'-0"	8'-4"

* NOTE: SEE GENERAL NOTE 2.

TOE WALL CONC. QUANTITY (yd ³)
0.056
0.063
0.083
0.102
0.123
0.134
0.145
0.156
0.167
0.177
0.188



SECTION X-X



END ELEVATION

TOE WALL REQUIRED ON ALL DOWNSTREAM
FLARED END SECTIONS. TOE WALL AT UPSTREAM
END WILL BE CONSTRUCTED WHERE DIRECTED BY THE
ENGINEER. TO BE PAID FOR AS CLASS "B" STRUCTURAL
CONCRETE - MINOR STRUCTURES.

- GENERAL NOTES:
- REINFORCEMENT SHALL CONFORM TO THE REQUIREMENTS OF REINFORCED CONCRETE PIPE OF LIKE DIAMETER PER AASHTO M 170, TABLE 2, WALL B.
 - 2 - 1 1/2" DIA. CAST HOLES REQUIRED AS SHOWN TO ACCOMMODATE 2 - 1" DIA. TIE BOLTS, USED IN TIEING SECTION TO PIPE CULVERT.
 - LENGTH (L) OF A BELL-END OPTION MAY VARY BY A NOMINAL EXTENSION ON THE BELL END.
 - FLARED END SECTIONS ARE NOT TO BE USED INSIDE THE CLEAR ZONE.
 - ALL SIZES OF FLARED END SECTIONS FOR CIRCULAR CONCRETE PIPE MAY BE FURNISHED WITH EITHER BELL AND SPIGOT OR TONGUE AND GROOVE ENDS.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
FLARED END SECTION FOR CONCRETE PIPE	
WORKING NUMBER FE-1	
SHEET NUMBER 6328	
DATE	ISSUE DATE: OCTOBER 1, 1998



Engineering Progress

SPECIFICATIONS AND CONTRACT DOCUMENTS

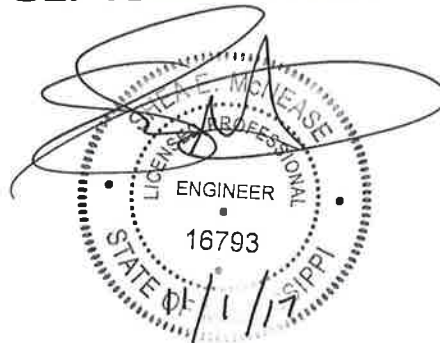
FOR

**SEWER EXTENSION
ALONG LAMAR BOULEVARD**

FOR THE

**CITY OF HATTIESBURG
LAMAR COUNTY
MISSISSIPPI**

SEPTEMBER 2017

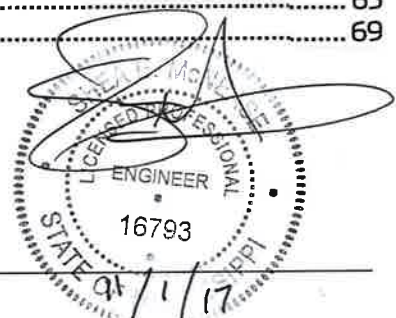


PREPARED BY:

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

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ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, Mississippi, will receive sealed bids until 10:00 A.M. on December 14, 2017 in the City Clerk's Office in the City Hall at 200 Forrest Street of said City for furnishing the City's requirements for the following:

SEWER EXTENSION ALONG LAMAR BOULEVARD HATTIESBURG, MISSISSIPPI

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

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

BID:

SEWER EXTENSION ALONG LAMAR BOULEVARD HATTIESBURG, MISSISSIPPI

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

PUBLISHED by Order of the Council on the 7th day of November A.D., 2017.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Publish on November 9, 2017 and November 16, 2017
City of Hattiesburg
Return PROOF to City Clerk's Office
PO Box 1898
Hattiesburg, MS 39403

INFORMATION FOR BIDDERS

BIDS will be received by the CITY OF HATTIESBURG, MISSISSIPPI herein called the "OWNER", at City Hall until 10:00 A.M. on December 14, 2017, and then at said office publicly opened and read aloud.

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

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

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

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

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

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

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the

OWNER will return the BONDS of all except the three lowest responsive, responsible BIDDERS. When the Agreement is executed the BONDS of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

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

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

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

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

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

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

A conditional or qualified BID will not be accepted.

Award will be made to the lowest responsible BIDDER.

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

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

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

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

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

PROPOSAL FORM

I (we) agree to begin work within (10) calendar days after the issuance of Work Order, and to complete the work within 75 calendar days thereafter.

It is understood that the quantities of work listed for unit prices bid are approximate, and are intended to merely indicate the general scope of the various items entering into the complete work. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the Proposal to an extent equivalent to 30% of the bid price (in dollars) and that no change in the unit prices proposed shall be occasioned thereby.

The undersigned further agrees that the unit and lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

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

If within sixty (60) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within ten (10) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,

Name of Firm or Bidder

By:

Address

City, State, Zip-Code

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

Proposal					
Sewer Extension along Lamar Blvd					
City of Hattiesburg					
Item	Description	Unit	Quantity	Unit Price	Extension
	Sewer Pipe Items				
1	8" SDR 26 PVC Sewer Pipe (0'-6')	Lin. Ft.	150		
2	8" SDR 26 PVC Sewer Pipe (6'-8')	Lin. Ft.	766		
3	8" SDR 26 PVC Sewer Pipe (8'-10')	Lin. Ft.	1,335		
4	8" SDR 26 PVC Sewer Pipe (10'-12')	Lin. Ft.	375		
5	10" DI Sewer Pipe (0'-6')	Lin. Ft.	50		
6	4" 150 PSI PVC Sewer Force Main Pipe (All Depths) (Open Cut)	Lin. Ft.	2,225		
7	Abandonement of Existing Sewer Line	Lin. Ft.	412		
	Manhole Items				
8	48" Precast Concrete Sewer Manhole (0'-6')	Each	0		
9	48" Precast Concrete Sewer Manhole (6'-8')	Each	1		
10	48" Precast Concrete Sewer Manhole (8'-10')	Each	5		
11	48" Precast Concrete Sewer Manhole (10'-12')	Each	3		
12	48" Precast Concrete Sewer Manhole (12'-14')	Each	1		
13	Air Release & Vacuum Valve Assembly w/ Manhole	Each	1		
14	Sewer Pump Station (Incl: Pumps, Control Panel w/ Slab, Electrical Service, Wetwell, Valve Pit, Piping, Fittings, Etc - As Detailed)	Lump Sum	1		
15	Abandonement of Existing Manhole	Each	1		
16	Abandonement of Existing Pump Station	Lump Sum	1		

Proposal					
Sewer Extension along Lamar Blvd					
City of Hattiesburg					
Item	Description	Unit	Quantity	Unit Price	Extension
	Sewer Service Items				
17	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	Lin. Ft.	120		
18	8"x8"x6" PVC Tee	Each	4		
19	4" PVC Cleanout	Each	5		
	Miscellaneous Construction Items				
20	Crushed Aggregate (Pump Station and Trench Repair in Pav't) (Size 825)	Ton	270		
21	Select Fill Material for Trench Repair in Pavement (Class 9, Group C), LVM	Cu. Yd.	600		
22	Fill Material for Pump Station Construcion (Class B9), LVM	Cu. Yd.	1,341		
23	Concrete Pavement Repair (All Depths)	Sq. Yd.	265		
24	Asphalt Pavement Repair (All Depths)	Sq. Yd.	26		
25	Concrete Curb & Gutter (Match Existing Type)	Lin. Ft.	152		
26	18" Reinforced Concrete Pipe, Class III, Rubber Gaskets	Lin. Ft.	88		
27	18" Flared End Section for RCP, Class III, with Toe Wall	Each	2		
28	Loose RipRap (Size 200)	Tons	46		
29	6 Ft Tall Class II Chain Link Fence System w/ Barbed Wire on Top	Lin. Ft.	175		
30	Single Leaf Chain Link Swing Gate System w/ Lock & Barbed Wire	Each	1		
31	Double Leaf Chain Link Swing Gate System w/ Lock & Barbed Wire	Each	1		
32	Landscape Restoration (Inc. Top Soil, Plants, Mulch, Watering, etc.)	SF	440		
33	Solid Sod (Incl. Sod, Top Soil, Fertilizer, Watering, etc.)	SY	725		

Proposal					
Sewer Extension along Lamar Blvd					
City of Hattiesburg					
Item	Description	Unit	Quantity	Unit Price	Extension
34	Grassing	Acre	1		
35	Erosion Control	Lump Sum	1		
36	Mobilization	Lump Sum	1		
37	Maintenance of Traffic	Lump Sum	1		

TOTAL, BASE BID: (\$) _____

Base Bid Respectfully Submitted, Name of Firm or Bidder: _____

BID BOND

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

Signed, this _____ day of _____, 20_____.

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

SEWER EXTENSION ALONG LAMAR BOULEVARD HATTIESBURG, MISSISSIPPI

NOW, THEREFORE,

(a) If said BID shall be rejected, or

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

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

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

_____(L.S.)
PRINCIPAL

SURETY

BY: _____

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

CONTRACT AGREEMENT

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

ARTICLE 1: SCOPE OF WORK

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

SEWER EXTENSION ALONG LAMAR BOULEVARD HATTIESBURG, MISSISSIPPI

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

ARTICLE 2: THE CONTRACT SUM

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

ARTICLE 3: TIME OF COMPLETION

The Contractor agrees, for the consideration above expressed, to begin and complete the work within the time specified in the Proposal. If the Contractor fails to complete the work in the time specified, he shall pay the OWNER as **LIQUIDATED DAMAGES**, ascertained and agreed, and not in the nature of a penalty, the sum of \$ 300.00 for each day delayed, which shall be deducted from the final amount to be paid under the contract; provided that the extension of time with the waiver of liquidation damages may be granted as provided for in the Specifications.

ARTICLE 4: PROGRESS PAYMENTS

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

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

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

ARTICLE 5: ACCEPTANCE AND FINAL PAYMENT

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

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

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

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

ARTICLE 6: THE PERFORMANCE BOND

The Contractor agrees to furnish a bond, with an approved surety thereon guaranteeing the performance of this contract, in no less than one hundred percent (100%) of the amount of the Contract. Said Bond shall be conditioned on full and complete performance of the Contract, and for the payment of all labor and materials for a period of one (1) year

after completion. The Surety on said Bond shall be a surety company of financial resources satisfactory to the OWNER and authorized to do business in the State of Mississippi.

ARTICLE 7: INSURANCE

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

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

OWNERS:

SEAL

City of Hattiesburg, Mississippi

BY _____

Title _____ ATTEST _____

CONTRACTOR:

SEAL

BY _____

Title _____ ATTEST _____

PAYMENT AND PERFORMANCE BOND

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

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

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

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

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

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

(SEAL)

WITNESSES:

TITLE

WITNESSES:

TITLE

PRINCIPAL

ADDRESS

Name of person executing for Principal

TITLE

SURETY

ADDRESS

Name of person executing for Surety

TITLE

GENERAL CONDITIONS

Wherever used in these “General Conditions” or in the other contract documents, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof:

Acceptance: Acceptance by the owner of the work as being fully complete in accordance with the contract documents.

Agreement: The written agreement between the owner and the contractor covering the work to be performed; the contract documents, which are attached to and made a part of the agreement, also designated as the contract.

Addenda: Written or graphic instruments issued prior to the execution of the agreement, which modify and/or interpret any or all part thereof of the contract documents, drawings and specifications by addition, deletions, clarifications, and/or corrections.

Application for Payment: The form furnished by the engineer, which is to be used by the contractor in requesting progress payments. The “Application for Payment” form is submitted along with an affidavit by the contractor that progress payments theretofore received from the owner on account for completed work have been applied by the contractor to discharge in full all of the contractor’s obligations stated in prior “Application(s) for Payment.”

Approval: Accepts as satisfactory.

Bid: The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the work to be performed.

Bidder: Any person, firm, or corporation submitting a bid for the work.

Bonds: Bid, performance, and payment bonds and other instruments of security furnished by the contractor and contractor’s surety in accordance with the contract documents and in accordance with the law of the place/location of the project.

Change Order: A written order to the contractor signed by the owner authorizing an addition to, deletion of, or revision in the work, or an adjustment in the contract price or the contract time issued after execution of the agreement.

Contract Documents: “Advertisement for Bids; Instructions for Bidders; Contractor’s Bid; Bid Bond; Contract Agreement; General Conditions; Supplemental General

Conditions; Technical Specifications; Payment Bond; Performance Bond; Notice of Award; Notice to Proceed; Change Order, and Drawings.”

Contract Price: The total moneys payable to the contractor under the contract documents.

Contract Time: The number of calendar days stated in the agreement for the completion of the work.

Contracting Officer: The individual who is authorized to sign the contract documents on behalf of the owner’s governing body. The contracting officer is also known as the “Owner’s Recipient.”

Contractor: The person, firm, or corporation with whom/which the owner has executed the agreement.

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

Drawings: The drawings that show the character and scope of the work to be performed that have been prepared or approved by the engineer and are referred to in the contract documents.

Engineer: The person, firm, or corporation named as such in the contract documents.

Field Order: A written order issued by the engineer which clarifies or interprets the contract documents in accordance with herein **Article 9**, paragraph 9.3 or orders minor changes in the work in accordance with herein **Article 10**, paragraph 10.2.

He, His, and Him: These are general pronouns that shall represent both male and female genders.

Modification: (a) A written amendment of the contract documents signed by both parties, (b) a change order, (c) a written clarification or interpretation issued by the engineer in accordance with herein **Article 9**, paragraph 9.3, or (d) a written order for a minor change or alteration in the work issued by the engineer pursuant to herein **Article 10**, paragraph 10.2. A modification may only be issued after execution of the agreement.

Notice of Award: The written notice by owner to the apparent successful bidder stating that upon compliance with the conditions precedent to be fulfilled by the bidder within the time specified, owner will execute and deliver the agreement to him.

Notice to Proceed: A written notice given by owner to contractor (with a copy to engineer) fixing the date on which the contract time will commence to run and on which

the contractor shall start to perform said contractor's obligations under the contract documents.

Owner: A public body or authority, corporation, association, partnership, or individual for which/whom the work is to be performed.

Project: The entire construction to be performed as provided in the contract documents.

Resident Project Representative: An authorized representative of the engineer assigned to observe the work performed and materials furnished by the contractor or such other person as may be appointed by the owner as his representative. The contractor shall be notified in writing of the identity of this representative.

Shop Drawings: All drawings, diagrams, illustrations, brochures, schedules, and other data that are prepared by the contractor, a subcontractor, manufacturer, supplier, or distributor and which illustrate the equipment, material, or some portion of the work and as required by the contract documents.

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

Specifications: Those portions of the contract documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the work.

Subcontractor: An individual, firm or corporation having a direct contract with contractor or with any other subcontractor for the performance of a part of the work at the site.

Substantial Completion: Substantial completion may be granted for all or portions of the work prior to final completion and stopping of contract time. Substantial completion is defined as the date when the construction is sufficiently completed in accordance with the contract documents so that the project or specified part of the project can be utilized for the purpose for which it was intended. The contract provides that the retainer may be reduced for that portion of the work for which substantial completion is granted, but the granting of substantial completion will not stop contract time or liquidated damages.

Supplemental General Conditions: Certain conditions of this contract required by the State of Mississippi, Department of Environmental Quality and by federal laws, executive orders, and regulations on projects funded by the state revolving fund loan program.

Supplier: An individual who and/or firm, corporation, or other organization that supplies materials or equipment for the work - including that which is fabricated to a special design, but does not perform labor at the site.

Special Conditions: Special conditions refer only to the work under this contract when included as a part of the contract documents.

Surety: The corporate body which is bound with the contractor and which engages to be responsible for the contractor and his acceptable performance of the work.

Work: Any and all obligations, duties, and responsibilities necessary to the successful completion of the project assigned to or undertaken by contractor under the contract documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

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

ARTICLE 2

PRELIMINARY MATTERS

2.1 Award

The award of the contract, if it is awarded, will be to the lowest responsive, responsible bidder. No "Notice of Award" will be given until the owner has concluded such investigations as he deems necessary to establish the responsibility, qualifications, and financial ability of the bidders to do the work in accordance with the contract documents to the satisfaction of the owner within the time prescribed. The owner reserves the right to reject the bid of any bidder who does not pass such investigation to the owner's satisfaction. In analyzing bids, the owner may take into consideration alternates and unit prices, if requested by the bid forms. If the contract is awarded, the owner will issue the "Notice of Award" and give the successful bidder a contract for execution within sixty (60) days after the opening of bids.

2.2 Execution of Agreement

At least three counterparts of the agreement and such other contract documents will be executed and delivered by the contractor to the owner within ten (10) calendar days of receipt from the owner.

2.3 Forfeiture of Bid Security

Failure of the successful bidder to execute and deliver the agreement and deliver the required bonds as stipulated herein in **Article 2**, paragraph 2.2 shall be just cause for the owner to annul the "Notice of Award" and declare the bid and any security therefore forfeited.

2.4 Contractor's Pre-Start Representations

Contractor represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the contract documents, work, locality, and with all local conditions and federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect performance of the work, and represents that he has correlated his study and observations with the requirements of the contract documents. Contractor also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the specifications and made such additional surveys and investigations as he deems necessary for the performance of the work at the contract price in accordance with the requirements of the contract documents and that he has correlated the results of all such data with the requirements of the contract documents.

2.5 Commencement of Contract Time

The contract time will commence to run no more than fifteen (15) days after issuance of the "Notice to Proceed."

2.6 Starting the Project

Contractor shall start to perform his obligations under the contract documents on the date when the contract time commences to run. No work shall be done at the site prior to the date on which the contract time commences to run, except with the written consent of the owner.

2.7 Before Starting Construction

Before undertaking each part of the work, the contractor shall carefully study and compare the contract documents and check and verify pertinent figures shown thereon and all applicable field measurements. The contractor shall at once report in writing to the engineer any conflict, error or discrepancy which he may discover; however, the contractor shall not be liable to the owner or engineer for contractor's failure to discover any conflict, error, or discrepancy in the drawings or specifications.

2.8 Schedule of Completion

Within ten (10) days after delivery of the “Notice to Proceed” by the owner to the contractor, the contractor shall submit to the engineer an estimated progress schedule with earnings indicating the starting and completion dates of the various stages of the work and a preliminary schedule of shop drawing submissions. (See herein **Article 6**, paragraphs 6.22 through 6.26.) The engineer shall review and return said progress schedule or require revisions thereto within fourteen (14) days of its submittal. The responsibility for coordinating the work of all contractors shall be as provided in the special conditions if there is more than one contractor involved in a project.

2.9 Preconstruction Conference

Prior to starting the work at the site, a preconstruction conference will be held to review the above-mentioned schedules to establish procedures for handling shop drawings and other submissions, for processing applications for payment, and to establish a working understanding between the parties as to the project. Present at the conference will be the owner or owner’s representative, the engineer, resident project representatives, contractor, and contractor’s superintendent.

2.10 Qualification of Subcontractors, Material-Men, and Suppliers

Within ten (10) working days after bid opening, the contractor will (if required) submit to the owner and the engineer for acceptance a list of the names of subcontractors and such other persons and organizations (including those who are to furnish principal items of materials or equipment) proposed for those portions of the work to which the identity of the subcontractors and other persons and organizations must be submitted as specified in the contract documents.

Within thirty (30) working days after receiving said list, the engineer will notify the contractor in writing if either the owner or the engineer, after due investigation, has reasonable objection to any subcontractor, person, or organization on said list. The failure of the owner or the engineer to make objection to any subcontractor, person, or organization on said list within thirty (30) days of receipt shall constitute an acceptance of such subcontractor, person, or organization. Acceptance of any such subcontractor, person, or organization shall not constitute a waiver of any right of the owner or the engineer to reject defective work, material, or equipment, or any work, material, or equipment not in conformance with the requirements of the contract documents.

ARTICLE 3

CORRELATION, INTERPRETATION and INTENT of CONTRACT DOCUMENTS

3.1 Intent

It is the intent of the specifications and drawings to describe a complete project to be constructed in accordance with the contract documents. The contract documents

comprise the entire agreement between the owner and the contractor. The contract documents may be altered only by a modification.

3.2 Binding of Contract Documents

The contract documents are complementary; what is called for by one is as binding as if called for by all. If the contractor finds a conflict, error, or discrepancy in the contract documents, contractor shall call it to the engineer's attention in writing at once and before proceeding with the work affected thereby; however, contractor shall not be liable to owner or engineer for contractor's failure to discover any conflict, error, or discrepancy in the specifications or drawings. The various contract documents shall be given precedence, in case of conflict, error, or discrepancy, as follows: supplemental general conditions; agreement modifications; addenda; special conditions; information to bidders; general conditions; technical specifications, and drawings. If the requirements of other contract documents are more stringent than of the supplemental general conditions, the more stringent requirements shall apply.

3.3 Similar Words Interpretation

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

3.4 Miscellaneous Items and Accessories

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

3.5 Coordination of Work

The work of all trades under this contract shall be coordinated by the contractor in such a manner as to obtain the best workmanship possible for the entire project, and all components of the work shall be installed or erected in accordance with the best practices of the particular trade.

3.6 Manufacturer's Literature and Agency/Organization Codes

Manufacturer's literature, when referenced, shall be dated and numbered and is intended to establish the minimum requirements acceptable. Whenever reference is given to codes, standard specifications, or other data published by regulating agencies or accepted organizations, including but not limited to, national electrical code,

applicable state building code, federal specifications, ASTM Specifications, various institute specifications, and the like, it shall be understood that such reference is to the latest edition including addenda in effect on the date of bid.

3.7 Brand Names

Brand names, where used in the technical specifications, are intended to denote the standard of quality required for the particular material or product. The term "equal" or "equivalent" when used in connection with brand names shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color, and other applicable characteristics to the material or product specified by trade name and that is suitable for the same use and capable of performing the same function in the opinion of the engineer as the material or product so specified. It shall be understood by all bidders that "or equal" products may be used for all brands specified unless specifically noted otherwise. Proposed equivalent items must be approved by the engineer before they are purchased or incorporated in the work. (When a brand name, catalog number, model number, or other identification is used without the phrase "or equal," the contractor shall assume the phrase "or equal.")

ARTICLE 4

AVAILABILITY OF LANDS; SUBSURFACE CONDITIONS; REFERENCE POINTS

4.1 Availability of Lands

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

4.2 Surveys and Test

The owner will, upon request, furnish to the bidder(s) copies of all available boundary surveys and subsurface tests at no cost.

4.3 Subsurface Conditions

The contractor acknowledges that he has investigated conditions prior to bidding and is satisfied with said conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of

labor, water, electric power, roads, and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the ground, and the character of equipment and facilities needed preliminary to and during prosecution of the work. The contractor further acknowledges that he has satisfied himself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done on behalf of the owner on the site or any contiguous site, as well as from information presented by the drawings and specifications made a part of this contract, or any other information made available to said contractor prior to receipt of bids. Any failure by the contractor to acquaint himself with the available information will not relieve said contractor from responsibility for estimating properly the difficulty or cost of successfully performing the work. The owner assumes no responsibility for any conclusions or interpretations made by the contractor on the basis of the information made available by the owner.

4.4 Differing Site Conditions

4.4.1 The contractor shall promptly, and before such conditions are disturbed, notify the owner in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site and/or of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. The owner shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

4.4.2 No claim of the contractor under this clause shall be allowed unless the contractor has given the notice required in (a) above; provided, however, the time prescribed thereof may be extended by the owner.

4.4.3 No claim by the contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

ARTICLE 5

BONDS AND INSURANCE

5.1 Performance and Payment Bonds

The contractor's attention is directed to the instructions for bidders, the performance bond, and the payment bond as contained in the contract documents.

5.2 Contractor's Liability Insurance

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

5.3 Sublet Work

The contractor agrees that if any part of the work under the contract is sublet, he will require the subcontractor(s) to carry insurance as required, and that the contractor will require the subcontractor(s) to furnish to contractor insurance certificates similar to those required by the owner in above listed paragraph 5.2 (a).

5.4 Owner's Liability Insurance

The owner will be responsible for purchasing and maintaining owner's own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the contract documents.

5.5 Fire and Extended Coverage Insurance (Builders' Risk)

The contractor shall maintain, as applicable, with an insurance company or insurance companies acceptable to the owner, fire, extended coverage, and vandalism and malicious mischief insurance on buildings and structures while in the course of construction including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery if the cost of machinery is included in the contract. The amount of insurance must be at all times at least equal to the actual cash value of the insured property. The policy shall be in the name of the owner and the contractor, as their interests may appear, and shall also cover the interests of all subcontractors performing work.

5.6 Flood Insurance

The contractor shall maintain, as applicable, with an insurance company or insurance companies acceptable to the owner, any flood insurance made available under the US National Flood Insurance Act of 1968, as amended. This requirement applies only to insurable improvements with a value in excess of ten thousand dollars (\$10,000.00 USD) located inside the boundaries of a special flood hazard area delineated on a flood hazard boundary map or flood insurance rate map which has been issued by the Department of Housing and Urban Development and the Federal Insurance Administration. The insurance shall be in an amount at least equal to the total eligible project costs located within the flood hazard area, or to the maximum limit of coverage made available under the National Flood Insurance Act of 1968, as amended, whichever is less, for the entire life of the contract.

5.7 Evidence of Insurance

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

5.8 Cancellation and Re-Insurance

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

ARTICLE 6

CONTRACTOR'S RESPONSIBILITIES

6.1 Supervision and Superintendence

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

6.2 Labor, Materials, and Equipment

The contractor will provide competent, suitable, qualified personnel to survey and lay-out the work and perform construction as required by the contract documents. Contractor will at all times maintain good discipline and order at the site.

6.3 Contractor to Furnish

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

6.4 Condition of Materials and Equipment

All materials and equipment will be new except as otherwise provided in the contract documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.

6.5 Materials and Equipment Specifications

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

6.6 Materials, Equipment, Products, and Substitutions

6.6.1 Materials, equipment, and products incorporated in the work must be approved for use before being purchased by the contractor. The contractor shall submit to the engineer a list of proposed materials, equipment, or products, together with such samples as may be necessary for contractor to determine said materials, equipment or products acceptability and obtain engineer's approval within ninety (90) calendar days after award of contract unless otherwise stipulated in the special conditions. No request for payment for "or equal" equipment will be approved until this list has been received and approved by the engineer.

6.6.2 Whenever a material, article, or piece of equipment is identified on the drawings or specifications by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance of other salient requirements and that other products of equal capacities, quality, and function shall be considered. The contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the contract documents by reference to brand name or catalogue number, and if, in the opinion of the engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the engineer may approve its substitution and use by the contractor. Incidental changes or extra component parts required to accommodate the substitute will be made by the contractor without a change in the contract price or contract time.

6.6.3 No substitute shall be ordered or installed without the written approval of the engineer, who shall be the judge of equality.

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

6.6.5 Should any work or materials, equipment, or products not conform to requirements of the drawings and specifications or become damaged during the progress of the work, such work or materials shall be removed and replaced together with any work disarranged by such alterations at any time before completion and acceptance of the project. All such work shall be done at the expense of the contractor. (See herein Article 7, paragraph 7.10.)

6.6.6 No materials or supplies for the work shall be purchased by the contractor or by a subcontractor subject to any chattel mortgage or under a conditional sale or

other agreement by which an interest is retained by the seller. The contractor warrants that he has good title to all materials and supplies used by him in the work.

6.7 Concerning Subcontractors

The contractor will not employ any subcontractor, other person, or organization of the types referred to in herein Article 2, paragraph 2.10 (whether initially or as a substitute) against whom the owner or the engineer may have reasonable objection, nor will the contractor be required to employ any subcontractor against whom contractor has reasonable objection. The contractor will not make any substitution for any subcontractor who has been accepted by the owner and the engineer unless the engineer determines there is good cause for doing so.

6.8 Contractor's Responsibility for (Direct and Indirect) Personnel

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

6.9 Drawings Disassociation of Work Delegation

The divisions and sections of the specifications and the identifications of any drawings shall not control the contractor in dividing the work among subcontractors or delineating the work to be performed by any specific trade.

6.10 Binding Subcontractors to Contract

The contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of the contract documents for the benefit of the owner.

6.11 Contractor and Subcontractor Agreement

All work performed for the contractor by a subcontractor shall be pursuant to an appropriate agreement between the contractor and the subcontractor.

6.12 Contractor's Responsibility When Delegating Work

6.12.1 The contractor shall be responsible for the coordination of the trades, subcontractors, and material-men engaged upon contractor's work.

6.12.2 The contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the contractor by the terms of these general conditions and other contract documents insofar as applicable to the work of subcontractors and to give the contractor the same power as regards to terminating any subcontract that the owner may exercise over the contractor under any provisions of the contract documents.

6.12.3 The owner or engineer will not undertake to settle any differences between the contractor and his subcontractors or between subcontractors.

6.12.4 The subcontractor shall be replaced if and when directed in writing if, in the opinion of the engineer, any subcontractor on the project proves to be incompetent or otherwise unsatisfactory.

6.13 Patent Fees and Royalties

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

6.14 Patent Rights and Royalties

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

6.15 Permits

The contractor will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary that are applicable at the time of his bid for the prosecution of the work. There will be no charges to the contractor when such charges are normally made by the owner and when so stated in the special conditions. The owner shall assist the contractor, when necessary, in obtaining such permits and licenses. The contractor will also pay all public utility charges.

6.16 Laws and Regulations

The contractor will give all notices and comply with all laws, ordinances, rules, and regulations applicable to the work. If the contractor observes that the specifications or drawings are at variance therewith, he will give the engineer prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If

the contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the engineer, he will bear all costs arising therefrom; however, it shall not be his primary responsibility to make certain that the drawings and specifications are in accordance with such laws, ordinances, rules, and regulations.

6.17 Taxes

Cost of all sales and other taxes for which the contractor is liable under the terms of the contract shall be included in the contract price stated by the contractor.

6.18 Record Drawings

The contractor will keep one record copy of all specifications, drawings, addenda, modifications, and shop drawings at the site in good order and annotated to show all changes made during the construction process. These complete drawings shall be available to the engineer and shall be delivered to him for the owner upon completion of the project. It shall be used for this purpose only.

6.19 Safety and Protection

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

6.19.1 all employees on the work job and other persons who may be affected thereby;

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

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

6.20 Preventative Measures

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

6.21 Emergencies

In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the contractor, without special instruction or authorization from the engineer or owner, is obligated to act at his discretion to prevent threatened damage, injury, or loss. He will give the engineer prompt written notice of any significant changes in the work or deviations from the contract documents caused thereby, and a change order shall thereupon be issued covering the changes and deviations involved. If the

contractor believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the contract price or an extension of the contract time, he may make a claim therefore as provided herein in Articles 11 and 12.

6.22 Shop Drawings and Samples

After checking and verifying all field measurements, the contractor will submit to the engineer for review copies (or at the engineer's option, one reproducible copy) of all shop drawings in accordance with the accepted schedule of shop drawing submissions (see herein Article 2, paragraph 2.8), which shall have been checked by and stamped with the approval of the contractor. The data shown on the shop drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the engineer to review the information as required.

6.23 Submittal of Samples

The contractor will also submit to the engineer for review, with such promptness as to cause no delay in work, all samples required by the contract documents. All samples will have been checked by and stamped with the approval of the contractor, identified clearly as to material, manufacturer and pertinent catalog numbers, and the use for which intended.

6.24 Drawing or Sample Deviations from Contract

At the time of each submission, the contractor will, in writing, bring to the engineer's attention any deviations that the shop drawings or sample may have from the requirements of the contract documents.

6.25 Engineer's Review of Submitted Drawings and Samples

The engineer will review with reasonable promptness shop drawings and samples, but his review shall be only for conformance with the design concept of the project and for compliance with the information given in the contract documents. The review of a separate item as such will not indicate review of the assembly in which the item functions. The contractor will make any corrections required by the engineer and will return the required number of corrected copies of shop drawings and resubmit new samples until the review is satisfactory to the engineer. The contractor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections called for by the engineer on previous submissions. The contractor's stamp of approval on any shop drawing or sample shall constitute a representation to the owner and the engineer that the contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data, or he assumes full responsibility for doing so and that he has reviewed or coordinated each shop drawing or sample with the requirements of the work and the contract documents.

6.26 Commencement of Work of Submission(s)

No work requiring a shop drawing or sample submission shall be commenced until the submission has been reviewed and approved by the engineer. A copy of each shop drawing and each approved sample shall be kept in good order by the contractor at the site and shall be available to the engineer.

6.27 Contractor's Responsibility of Submission(s)

The engineer's review of shop drawings or samples shall neither relieve the contractor from his responsibility for any deviations from the requirements of the contract documents unless the contractor has, in writing, called the engineer's attention to such deviation at the time of submission and the engineer has given written approval to the specific deviation, nor shall any review by the engineer relieve the contractor from responsibility for errors or omissions in the shop drawings.

6.28 Site Clean-Up

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

6.29 Building Clean-Up

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

6.29.1 remove putty stains and paint from and wash and polish all glass. Do not scratch or otherwise damage glass.

6.29.2 remove all marks, stains, fingerprints and other soil and dirt from painted, stained, and decorated work.

6.29.3 remove all temporary protections and clean and polish floors.

6.29.4 clean and polish all hardware for all trades; this shall include removal of all stains, dust, dirt, paint, etc.

6.30 General Clean-Up

In case of dispute, the owner may remove the rubbish and charge the cost to the several contractors as the engineer shall determine to be just.

6.31 Public Convenience and Safety

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

6.32 Sanitary Provisions

The general contractor shall furnish necessary toilet conveniences secluded from public observation for use of all personnel on the work site, whether or not in his employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the public authorities having jurisdiction. The general contractor shall commit no public nuisance. Temporary sanitary facilities shall be removed upon completion of the work and the premises shall be left clean.

6.33 Indemnification

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

6.34 Claims Against Owner or Engineer

In any and all claims against the owner or the engineer or any of their agents or employees, by an employee of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under herein **Article 6**, paragraph 6.33 shall not be limited in any way by any limitation on the amount or type of damages, compensation

or benefits payable by or for the contractor or any subcontractor under workmen's compensation acts, disability benefit acts, or other employees benefit acts.

6.35 Contractor's Liability Obligations

The obligations of the contractor under herein **Article 6**, paragraph 6.34 shall not extend to the liability of the engineer's negligent acts, errors, or omissions or those of his employees or agents.

6.36 Responsibility for Connecting to Existing Work

It shall be the express responsibility of the contractor to connect his work to each part of the existing work or work previously installed as required by the drawings and specifications to provide a complete installation.

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

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

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

6.37.2 The engineer shall be responsible for obtaining elevations of curbs and gutters, pavements, storm drainage structures, and other such items as soon as grading operations are begun on the site and, in any case, sufficiently early in the construction period to prevent any adverse effect on the project.

6.37.3 Any variation from the requirements of paragraph 6.37.2 above shall be stated in the "Special Conditions."

6.38 Cooperation with Governmental Departments, Public Utilities, Etc.

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

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

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

6.39 Use of Premises

The contractor shall confine his apparatus, storage of materials, and operations of his workmen to limits indicated by law, ordinances, permits, and directions of engineer and owner, and shall not unnecessarily encumber any part of the site.

6.39.1 Contractor shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall he subject any part of the work to stresses or pressures that will endanger it.

6.39.2 Contractor shall enforce owner's instructions in connection with signs, advertisements, fires, and smoking.

6.39.3 Contractor shall arrange and cooperate with owner in routing and parking of automobiles of his employees, subcontractors and other personnel, and in routing material delivery trucks and other vehicles to the project site.

6.40 Protection of Existing Property Improvements

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

6.41 Temporary Heat

The general contractor shall provide heat, fuel, and services as necessary to protect all work and materials within all habitable areas of permanent building construction for all contracts against injury from dampness and cold until final acceptance of all work and materials for the project --unless building is fully occupied by the owner prior to such acceptance in which case the owner shall assume all expenses of heating from date of

full occupancy. In areas outside those covered above, each prime contractor shall be responsible for providing such temporary heat, fuel, and services as required to protect his work or shall make all necessary arrangements with the general contractor for providing such temporary heat, fuel, and services. Unless otherwise specifically permitted by stated special conditions, the permanent heating system shall not be used to provide temporary heat. Contractor's proposed methods of heating shall be submitted for approval.

ARTICLE 7

WORK BY OTHERS

7.1 Additional Related Work

The owner may perform additional work related to the project by himself, or he may let other direct contracts thereof that shall contain general conditions similar to these herein. The contractor will afford the other contractors who are parties to such direct contracts (or the owner, if he is performing the additional work himself) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.

7.2 Report of Defects or Deficiencies

If any part of the contractor's work depends on proper execution or results upon the work of any such other contractor (or the owner), the contractor will promptly report to the engineer in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.

7.3 Altering the Work of Others

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

7.4 Prior Written Notice of Additional Work

If the performance of additional work by other contractors or the owner is not noted in the contract documents prior to the execution of the contract, written notice thereof shall be given to the contractor prior to starting any such additional work. If the contractor believes that the performance of such additional work by the owner or others involves him in additional expense or entitles him to an extension of the contract time, he may make a claim as provided herein in Articles 11 and 12.

7.5 Contractor's Allowance for Work of Others

Where practicable, the general contractor shall build around the work of other separate contractors or shall leave chases, slots, and holes as required to receive and to conceal

within the general construction work the work of such other separate contractors as directed by them. Where such chases, slots, etc., are impracticable, the work shall require specific approval of the engineer.

7.6 Necessary Alterations Not Built by General Contractor

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

7.7 Contractors Sharing of the Work Site

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

7.8 Monitoring Contractors Work

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

7.9 Contractor's Progress of Work Notice(s)

Each contractor shall give notice(s) of the progress of his work so as to allow other contractors adequate opportunity to properly direct and coordinate their work. The general contractor shall give notice(s) of the progress of his work so that work of other contractors, when required to be concealed, may be placed before the general construction work. All such notices shall be submitted (a) to the engineer with copies to other prime contractors on the project, and (b) sufficiently ahead of job progress to permit adequate time for the other prime contractors to coordinate their work.

7.10 Notice Negligence and Other Liability

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

ARTICLE 8

OWNER'S RESPONSIBILITIES

8.1 Communication

The owner will issue all communications to the contractor through the engineer.

8.2 Engineer's Termination

In case of termination of the employment of the engineer, the owner will appoint an engineer against whom the contractor makes no reasonable objection and whose status under the contract documents shall be that of the former engineer. Any dispute in connection with such appointment shall be subject to arbitration, if mutually agreeable.

8.3 Prompt Payments to Contractor

The owner will promptly furnish the data required of him under the contract documents and shall promptly make payments to the contractor after they are due as provided herein in **Article 14**.

8.4 Owner's Duties

Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth herein in **Article 4**. **Article 4**, paragraph 4.2 refers to the owner identifying and making available to contractor copies of surveys and investigation reports of subsurface and latent physical conditions at the site or otherwise affecting performance of the work, which has been relied upon by the engineer in preparing the drawings and specifications.

8.5 Owner's Liability Responsibilities

The owner's responsibilities in respect of liability and property insurance are set forth herein in **Article 5**, paragraph 5.4.

8.6 Owner's Right to Request Changes

In addition to owner's rights to request changes in the work in accordance with herein **Article 10**, the owner (especially in certain instances as provided in **Article 10**, paragraph 10.4) will be obligated to execute change orders.

8.7 Owner's Right to Stop or Suspend Work

In connection with the owner's right to stop or suspend work, see herein **Article 15**, paragraph 15.1. **Article 15**, paragraph 15.3 deals with the owner's right to terminate services of the contractor under certain circumstances.

8.8 Owner's Use of Completed or Partially Completed Work

The owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the fact that the time for completing the entire work or any portion thereof may not have expired, but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the contract documents. If such prior use increases the cost of or delays the work, the contractor shall be entitled to such extra compensation or extension of time or both, except by prior agreement as the engineer may determine.

8.9 Other Owner's Responsibility

Owner's responsibility in respect of certain inspections, tests, and approvals is set forth herein in **Article 9**.

ARTICLE 9

ENGINEER'S STATUS DURING CONSTRUCTION

9.1 Owner's Representative

The engineer shall be the owner's representative during the construction period. The duties and responsibilities and the limitations of authority of the engineer as the owner's representative during construction are set forth herein in **Articles 1 through 17** of these "General Conditions" and shall not be extended without written consent of the owner and the engineer.

9.1.1 The engineer's decision in matters relating to aesthetics shall be final if within the terms of the contract documents.

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

9.2 Visits to Site

The engineer will make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. The engineer will not be required to make continuous on-site observations to check the quality or quantity of the work. The engineer's efforts will be directed toward ascertaining on behalf of the owner that the completed project will conform to the requirements of the contract documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep the owner informed of the progress of the work and will endeavor to guard the owner against defects and deficiencies in the work of contractors.

9.3 Clarifications and Interpretations

The engineer will issue with reasonable promptness such written clarifications or interpretations of the contract documents (in the form of drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the contract documents. If the contractor believes that a written clarification and interpretation entitles him to an increase in the contract price or extension of contract time, he may make a claim thereof as provided herein in **Articles 11 and 12**.

9.4 Measurement of Quantities

All work completed under the contract will be measured by the engineer according to the United States Standard Measures. All linear surface measurements will be made horizontally or vertically as required by the item measured.

9.5 Rejecting Defective Work

The engineer will have authority to disapprove or reject work which is "defective" (which term is hereinafter used to describe work that is unsatisfactory, faulty, or defective, does not conform to the requirements of the contract documents, does not meet the requirements of any inspection, test, or approval referred to in the special conditions, or has been damaged prior to final acceptance). The engineer will also have authority to require special inspection or testing of the work as provided in the special conditions, whether or not the work is fabricated, installed, or completed.

9.6 Shop Drawings, Change Orders, and Payments

In connection with the engineer's responsibility as to shop drawings and samples, see herein Article 6, paragraphs 6.25 through 6.27, inclusively.

9.7 Engineer's Responsibility for Change Orders

In connection with the engineer's responsibility for change orders, see herein Articles 10, 11, and 12.

9.8 Engineer's Responsibility Regarding Application for Payment

In connection with the engineer's responsibilities in respect of "Application for Payment," etc., see herein Article 14.

9.9 Resident Project Representative

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

9.10 Decisions on Disagreements

The engineer will be the initial interpreter of the terms and conditions of the contract documents and the judge of the performance thereunder. In his capacity as interpreter and judge he will exercise his best efforts to insure faithful performance by both the owner and the contractor. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes, and other matters relating to the execution and progress of the work or the interpretation of or performance under the contract documents shall be referred initially to the engineer for decision, which he shall render in writing within a reasonable time.

9.11 Right to Request Arbitration

Either the owner or the contractor, if the other agrees, may request arbitration with respect to any such claim, dispute, or other matter that has been referred to the engineer, except any that have been waived by the making or acceptance of final payment as provided herein in **Article 14**, paragraph 14.11, and such arbitration is to be in accordance with herein **Article 16**. However, no request for arbitration of any such claim, dispute, or other matter shall be made until the earlier of (a) the date on which the engineer has rendered his decision or (b) the tenth day after the parties have presented their evidence to the engineer if the engineer has not rendered his written decision before that date. No request for arbitration shall be made later than thirty (30) days after the date on which the engineer rendered his written decision in respect of the claim, dispute, or other matter to which arbitration is sought, and the failure to request arbitration within said thirty (30) days' period shall result in the engineer's decision being final and binding upon the owner and the contractor. If the engineer renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but shall not supersede the arbitration proceedings except where the decision is acceptable to the parties concerned.

9.12 Limitations of Engineer's Responsibilities to Contractor and Others

Neither the engineer's authority to act under this herein **Article 9** nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the engineer to the contractor, any subcontractor, any of their agents or employees or any other person performing any of the work.

9.13 Engineer's Limitations of Responsibility

The engineer will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and he will not be responsible for the contractor's failure to perform the work in accordance with the contract documents.

9.14 Engineer's Limitations of Responsibility for Omissions

The engineer will not be responsible for the acts or omissions of the contractor, or any subcontractors, or any of his or their agents or employees, or any other persons performing any of the work.

ARTICLE 10

CHANGES IN WORK

10.1 Owner's Right to Initiate Change Orders

Without invalidating the agreement, the owner may, at any time or from time-to-time, order additions, deletions, or revisions in the work; these will be authorized by change orders. Upon receipt of a change order, the contractor will proceed with the work involved. All such work shall be executed under the applicable conditions of the contract documents. If any change order causes an increase or decrease in the contract price or

an extension or shortening of the contract time, an equitable adjustment will be made as provided herein in **Article 11** or **Article 12**. A change order signed by the contractor indicates his agreement therewith.

10.2 Authorization of Minor Changes or Alterations

The engineer may authorize minor changes or alterations in the work not involving extra cost and not inconsistent with the overall intent of the contract documents. These changes and/or alterations may be accomplished by a field order. If the contractor believes that any minor change or alteration authorized by the engineer entitles him to an increase in the contract price or extension of contract time, the contractor may make a claim thereof as provided herein in **Articles 11** and **12**.

10.3 Unauthorized Additional Work

Additional work performed by the contractor without authorization of a change order will not entitle him to an increase in the contract price or an extension of the contract time except in the case of an emergency as provided herein in **Article 6**, paragraph 6.21 and except as provided herein in **Article 10**, paragraph 10.2.

10.4 Execution of Change Order(s)

The owner will execute appropriate change orders prepared by the engineer covering changes in the work to be performed as provided herein in **Article 4**, paragraph 4.4, and work performed in an emergency as provided herein in **Article 6**, paragraph 6.21 and any other claim of the contractor for a change in the contract time or the contract price, which is approved by the engineer.

10.5 Notification of Surety of Changes

It is the contractor's responsibility to notify his surety of any changes affecting the general scope of the work or change in the contract price and the amount of the applicable bonds shall be adjusted accordingly. The contractor will furnish proof of such adjustment to the owner.

ARTICLE 11

CHANGE OF CONTRACT PRICE

11.1 Total Compensation Payable to Contractor

The contract price constitutes the total compensation payable to the contractor for performing the work. All duties, responsibilities, and obligations assigned to or undertaken by the contractor shall be at his expense without changing the contract price.

11.2 Owner's Written and/or Verbal Change Orders

11.2.1 The owner may, at any time and without notice to the sureties, by written order designated or indicated to be a change order, make any change in the work

within the general scope of the contract, including but not limited to changes: (a) in the specifications (including drawings and designs); (b) in the method or manner of performance of the work; (c) in the owner-furnished facilities, equipment, materials, services, or site; or (d) directing acceleration in the performance of the work, and/or (e) directing the contractor to stop work for a stated time.

11.2.2 Any other written order or an oral order (which terms as used in this paragraph shall include direction, instruction, interpretation, or determination) from the owner, which causes any such change, shall be treated as a change order under this clause, provided that the contractor gives the owner written notice stating the date, circumstances, and source of the order and that the contractor regards the order as a change order.

11.2.3 Except as herein provided, no order, statement, or conduct of the owner shall be treated as a change under this clause or entitle the contractor to an equitable adjustment hereunder.

11.2.4 If any change under this clause causes an increase or decrease in the contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly: Provided, however, that except for claims based on defective specifications, no claim for any change under above listed paragraph 11.2.2 shall be allowed for any costs incurred more than twenty (20) days before the contractor gives written notice as therein required. And provided further that in the case of defective specifications for which the owner is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the contractor in attempting to comply with such defective specifications.

11.2.5 If the contractor intends to assert a claim for an equitable adjustment under this clause, he must, within 30 days after receipt of a written change order under above listed paragraph 11.2.1 or the furnishing of a written notice under above listed paragraph 11.2.2, submit to the owner a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the owner. The statement of claim hereunder may be included in the notice under above listed paragraph 11.2.2. If not received by the owner within 30 days, the owner may choose to reject the contractor's information relating to such claim without review.

11.2.6 No claim by the contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

11.3 Determination of Change Order Compensation

The compensation of any portion of the work covered by a change order or of any claim for an increase or decrease in the contract price shall be determined in one of the following ways:

11.3.1 where the change order involved is covered by unit prices contained in the contract documents by application of unit prices to the quantities of the items involved. Should the items (by quantity) be increased or decreased by more than 15 percent (15%) from that stipulated in the contract documents and the total dollar amount is significant (greater than ten thousand dollars [\$10,000]), either the owner or the contractor may request to negotiate a new unit price for the quantities in excess of the 15 percent (15%) window to protect their financial interest in the project.

11.3.2 by negotiated lump sum.

11.3.3 the actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work plus a fixed amount to be agreed upon to cover the cost of general overhead and profit to be negotiated.

11.4 Defining "Cost of the Work"

The term "Cost of the Work" (also "Cost of Work") means the sum of all costs necessarily incurred and paid by the contractor in the proper performance of the work. Except as otherwise may be agreed to in writing by owner, such costs shall be in amounts no higher than those prevailing in the locality of the project shall include only the following items and shall not include any of the costs itemized herein in **Article 11**, paragraph 11.5:

11.4.1 payroll costs for employees in the direct employ of contractor in the performance of the work under schedules of job classifications agreed upon by owner and contractor. Payroll costs for employees not employed full time on the work shall be apportioned on the basis of their time spent on the work. Payroll costs shall include, but not be limited, to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday, or legal holidays shall be included in the above to the extent authorized by owner.

11.4.2 cost of all materials and equipment furnished and incorporated in the work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to contractor unless owner deposits funds with contractor with which to make payments, in which case the cash discounts shall accrue to owner. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and

equipment shall accrue to owner, and contractor shall make provisions so that they may be obtained.

11.4.3 payments made by contractor to the subcontractors for work performed by subcontractors. If required by owner, contractor shall obtain competitive bids from subcontractors acceptable to him and shall deliver such bids to owner who will then determine with the advice of engineer which bids will be accepted. If a subcontract provides that the subcontractor is to be paid on the basis of "Cost of Work" plus a fee, the cost of the work shall be determined in accordance with herein **Article 11**, paragraphs 11.4 and 11.5. All subcontracts shall be subject to the other provisions of the contract documents insofar as applicable.

11.4.4 costs of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers, and accountants) employed for services specifically related to the work.

11.4.5 supplemental costs including the following:

11.4.5.1 the proportion of necessary transportation, traveling, and subsistence expenses of contractor's employees incurred in discharge of duties connected with the work.

11.4.5.2 cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the site and hand tools not owned by the workmen that are consumed in the performance of the work, and cost less market value of such items used but not consumed, which remain the property of contractor.

11.4.5.3 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 advise of engineer, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the work.

11.4.5.4 sales, use, or similar taxes related to the work and for which contractor is liable, imposed by any governmental authority.

11.4.5.5 deposits lost for causes other than contractor's negligence, royalty payments, and fees and licenses. Costs for permits and licenses must be shown as a separate item.

11.4.5.6 losses, damages, and expenses, not compensated by insurance or otherwise, sustained by contractor in connection with the execution of, and to,

the work, provided they have resulted from causes other than the negligence of contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of owner. No such losses, damages, and expenses shall be included in the cost of the work for the purpose of determining contractor's fee. If, however, any such loss or damage requires reconstruction and contractor is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated herein in **Article 11**, paragraph 11.6.2.

11.4.5.7 the cost of utilities, fuel, and sanitary facilities at the site.

11.4.5.8 minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage, and similar petty cash items in connection with the work.

11.4.5.9 cost of premiums for additional bonds and insurance required because of changes in the work.

11.5 Limitations Regarding "Cost of Work"

The term "Cost of Work" shall not include any of the following:

11.5.1 payroll costs and other compensation of contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by contractor, whether at the site, or in his principal, or a branch office for general administrator of the work and not specifically included in the schedule referred to herein in **Article 11**, subparagraph 11.4.1 - all of which are to be considered administrative costs covered by the contractor's fee.

11.5.2 expenses of contractor's principal and branch offices other than his office at the site.

11.5.3 any part of contractor's capital expenses, including interest on contractor's capital employed for the work and charges against contractor for delinquent payments.

11.5.4 cost of premiums for all bonds and for all insurance policies whether or not contractor is required by the contract documents to purchase and maintain the same (except as otherwise provided herein in **Article 11**, subparagraph 11.4.5.9.)

11.5.5 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.

11.5.6 other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included herein in **Article 11**, paragraph 11.4.

11.6 Determining Contractor's Fee

The contractor's fee, which shall be allowed to contractor for his overhead and profit, shall be determined as follows:

11.6.1 a mutually acceptable firm, fixed price; or if none can be agreed upon,

11.6.2 a mutually acceptable fixed fee based on the estimate of the various portions of the "Cost of Work."

11.7 Credits from Contractor to Owner

The amount of credit to be allowed by contractor to owner for any such change that results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one charge, the net shall be computed to include overhead and profit, identified separately, for both additions and credits.

11.8 Itemizing Cost

Whenever the cost of any work is to be determined pursuant to herein **Article 11**, paragraphs 11.4 and 11.5, contractor will submit in form prescribed by engineer an itemized cost break-down together with supporting data.

11.9 Allowances

It is understood that the contractor has included in the contract price all allowances so named in the contract documents and shall cause the work so covered to be done by such material-men, suppliers, or subcontractors and for such sums within the limit of the allowances as the engineer may approve. Upon final payment, the contract price shall be adjusted as required and an appropriate change order issued. The contractor agrees that the original contract price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

11.9.1 These allowances shall cover the cost of the contractor less any applicable trade discount of the materials and equipment required by the allowance delivered at the site and all applicable taxes.

11.9.2 The contractor's costs for unloading and handling on the site: labor, installation costs, overhead, profit, and other expenses contemplated for the original allowance shall be included in the contract price and not in the allowance.

11.9.3 Whenever the cost as described in above listed **Article 11**, paragraph 11.9.1 is more or less than the allowance, the contract price shall be adjusted accordingly by change order. The amount of the change order will recognize changes, if any, in handling costs on the site: labor, installation costs, overhead, profit, and other expenses except that whenever unit price allowances are stipulated for brick, the change order will not include any cost as described in above listed **Article 11**, paragraph 11.5.

ARTICLE 12

CHANGE OF CONTRACT TIME

12.1 Contract Time Change Order

The contract time may only be changed by a change order. Any claim for an extension in the contract time shall be based on written notice delivered to owner and engineer within ten (10) days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless engineer allows an additional period of time to ascertain more accurate data. All claims for adjustment in the contract time shall be determined by engineer if owner and contractor cannot otherwise agree. Any change in the contract time resulting from any such claim shall be incorporated in a change order.

12.2 Extended Contract Time Requirements

The contract time will be extended in an amount equal to time lost due to delays beyond the control of contractor if he makes a claim therefore as provided herein in **Article 12**, paragraph 12.1. Such delays shall include, but not be restricted to acts or neglect by any separate contractor employed by owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

12.3 Binding Time Limits

All time limits stated in the contract documents are of the essence of the agreement. The provisions of this herein **Article 12** shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

12.4 Claims Due to Drawing(s) Delays

No claim for delay shall be allowed because of failure to furnish drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

12.5 Other Damage Recovery Rights

This **Article 12** does not exclude the recovery of damages for delay by either party under other provisions in the contract documents.

ARTICLE 13

GUARANTY

Contractor's Guaranty Requirements

The contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of substantial completion. The contractor warrants and guarantees for a period of one (1) year from the date of substantial completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The owner will give notice of observed defects with reasonable promptness. In the event that the contractor should fail to make such repairs, adjustments, or the work that may be made necessary by such defects, the owner may do so and charge the contractor the cost thereby incurred. The performance bond shall remain in full force and effect through the guarantee period.

ARTICLE 14

PAYMENTS AND COMPLETION

14.1 Payments to Contractor

At least ten (10) days before each progress payment falls due (but not more often than once a month), the contractor will submit to the engineer a partial payment estimate filled out and signed by the contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as the engineer may reasonably require. If a payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the owner. The engineer will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the owner, or return the partial payment estimate to the contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the contractor may make the necessary corrections and resubmit the partial payment estimate. The owner will, within ten (10) days of presentation to him of an approved partial payment estimate, pay the contractor a progress payment on the basis of the approved partial payment estimate. The owner shall retain a portion of the amount otherwise due the contractor in accordance with Section 31-5-33 of the Mississippi Code.

14.2 Contractor's Warranty of Title

The contractor warrants and guarantees that title to all work, materials, and equipment covered by an "Application for Payment," whether incorporated in the project or not, will have passed to the owner prior to the making of the "Application for Payment" free and clear of all liens, claims, security, interests and encumbrances (hereafter in these general conditions referred to as "Liens") and that no work, materials, or equipment covered by an "Application for Payment" will have been acquired by the contractor or by any other person performing the work at the site or furnishing materials and equipment for the project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the contractor or such other person.

14.3 Approval of Payments

The engineer's approval of any payment requested in an "Application for Payment" shall constitute a representation by him to the owner based on the engineer's on-site observations of the work in progress as an experienced and qualified design professional and on his review of the "Application for Payment" and the supporting data that the work has progressed to the point indicated; that, to the best of his knowledge, information, and belief, the quality of the work is in accordance with the contract documents (subject to an evaluation of the work is a functioning project upon substantial completion, to the results of any subsequent tests called for in the contract documents and any qualifications stated in his approval); and that the contractor is entitled to payment of the amount approved. However, by approving any such payment the engineer shall not thereby be deemed to have represented that he made exhaustive or continuous on-site observations to check the quality or the quantity of the work; or that he has reviewed the means, methods, techniques, sequences, and procedures of construction; or that he has made any examination to ascertain how or for what purpose the contractor has used the moneys paid or to be paid to him on account of the contract price; or that title to any work, materials, or equipment has passed to the owner free and clear of any liens.

14.4 Contractor's Certification Statement

The contractor shall make the following certification on each request for payment:

"I hereby certify that the labor and materials listed on this request for payment have been used in the construction of this work or that all materials included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location, and payment received from the last request for payment has been used to make payments to all first-tier subcontractors and suppliers except as listed below."

14.5 Engineer's Final Payment Approval

The engineer's approval of final payment shall constitute an additional representation by him to the owner that the conditions precedent to the contractor's being entitled to final payment as set forth herein in **Article 14**, paragraph 14.11 have been fulfilled.

14.6 Engineer's Right to Refuse Payment Approval

The engineer may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the owner as above listed in **Article 14**, paragraph 14.5. He may also refuse to approve any such payment, or because of subsequently discovered evidence or the results of subsequent inspection or tests, nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the owner from loss because:

14.6.1 the work is defective, or completed work has been damaged requiring connection or replacement;

14.6.2 the work for which payment is requested cannot be verified;

14.6.3 claims or liens have been filed, or there is reasonable evidence indicating the probable filing thereof;

14.6.4 the contract price has been reduced because of modifications;

14.6.5 the owner has been required to correct defective work or complete the work in accordance herein with **Article 13**, paragraph 13.1;

14.6.6 of unsatisfactory prosecution of the work, including failure to clean up as required by herein **Article 6**, paragraphs 6.28, 6.29 and 6.30;

14.6.7 of persistent failure to cooperate with other contractors on the project and persistent failure to carry out the work in accordance with the contract documents;

14.6.8 of liquidated damages payable by the contractor; or

14.6.9 of any other violation of or failure to comply with the provisions of the contract documents.

14.7 Owner's Use of Completed or Partially Completed Work

Prior to substantial completion, the owner, with the approval of the engineer and with the concurrence of the contractor, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.

14.8 Owner's Right to Entry

The owner shall have the right to enter the premises for the purpose of doing work not covered by the contract documents. This provision shall not be construed as relieving the contractor of the sole responsibility for the care and protection of the work or the restoration of any damaged work except such as may be caused by agents or employees of the owner.

14.9 Engineer's Certificate

Upon completion and acceptance of the work the engineer shall issue a certificate attached to the final payment request that the work has been accepted by him under the conditions of the contract documents. The entire balance found to be due the contractor including the retained percentages, but except such sums as may be lawfully retained by the owner, shall be paid to the contractor within sixty (60) days of completion and acceptance of the work.

14.10 Contractor's Indemnification Requirements to Owner

The contractor will indemnify and save the owner or the owner's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishes of machinery and parts thereof, equipment, tools, and all supplies incurred in the furtherance of the performance of the work. The contractor shall, at the owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the contractor fails to do so, the owner may, after having notified the contractor, either pay unpaid bills or withhold from the contractor's pay from the contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the contractor shall be resumed in accordance with the terms of the contract documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the owner to either the contractor, his surety, or any third party. In paying any unpaid bills of the contractor, any payment so made by the owner shall be considered as a payment made under the contract documents by the owner to the contractor and the owner shall not be liable to the contractor for any such payments made in good faith.

14.11 Acceptance of Final Payment as Release

The acceptance by the contractor of final payments shall be and operate as a release to the owner of all claims and all liability to the contractor other than claims in stated amounts as may be specifically excepted by the contractor for all things done or furnished in connection with his work and for every fact and neglect of the owner and others relating to or arising out of his work. Any payment, however, final or otherwise, shall not release the contractor or his sureties from any obligations under the contract documents or the performance bond and payment bonds.

ARTICLE 15

SUSPENSION OF WORK AND TERMINATION

15.1 Owner May Suspend Work

The owner may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the contractor and the engineer,

which shall fix the date on which work shall be resumed. The contractor will resume the work on the date so fixed. The contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to any suspension if he makes claim therefore as provided herein in Articles 11 and 12.

15.2 Work During Inclement Weather

No work shall be done under these specifications except by permission of the owner when the weather is unfit for good and careful work to be performed. Should the severity of the weather continue, the contractor, upon the direction of the owner, shall suspend all work until instructed to resume operations by the owner and the contract time shall be extended to cover the duration of the order. Work damaged during the periods of suspension due to inclement weather shall be repaired and/or replaced by the contractor. Any compensation for repairs or replacements shall be subject to approval of the owner.

15.3 Owner May Terminate

If the contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the contractor or for any of his property, or if he files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workman or suitable materials or equipment, or if he repeatedly fails to make prompt payments to subcontractors or for labor, materials, and/or equipment, or he disregards laws, ordinances, rules regulations or orders of any public body having jurisdiction, or if he disregards the authority of the engineer, or if he otherwise violates any provision of the contract documents, then the owner may, without prejudice to any other right or remedy and after giving the contractor and his surety seven (7) days written notice, terminate the services of the contractor and take possession of the project and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the contractor and finish the work by whatever method he may deem expedient. In such case the contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the direct and indirect costs of completing the project, including compensation for additional professional services, such excess shall be paid to the contractor. If such costs exceed such unpaid balance, the contractor or the surety will pay the difference to the owner. Such costs incurred by the owner will be determined by the engineer and incorporated in a change order.

15.4 Rights of Owner Against Terminated Contractor

Where the contractor's services have been so terminated by the owner, said terminations shall not affect any rights of the owner against the contractor then existing or which may thereafter accrue. Any retention or payment of moneys by the owner due the contractor will not release the contractor from liability.

15.5 Owner's Right to Abandon Project

Upon seven (7) days written notice to the contractor and the engineer, the owner may, without cause and without prejudice to any other right or remedy, elect to abandon the project and

terminate the agreement. In such case, the contractor shall be paid for all work executed and any expenses sustained plus a reasonable profit.

15.6 Removal of Equipment

In the case of termination of this contract before completion for any cause whatever, the contractor, if notified to do so by the owner, shall promptly remove any part or all of his equipment and supplies from the property of the owner. Should the contractor not remove such equipment and supplies, the owner shall have the right to remove them at the expense of the contractor. Equipment and supplies shall not be construed to include such items for which the contractor has been paid in whole or in part.

15.7 Contractor May Stop Work or Terminate

If, through no act or fault of the contractor, the work is suspended for a period of more than ninety (90) days by the owner, or under an order of court or other public authority, or the engineer fails to act on any "Application for Payment" within sixty (60) days after it is submitted, or the owner fails to pay the contractor any sum approved by the engineer or awarded by arbitrators within sixty (60) days of its approval and presentation, then the contractor may, upon seven (7) days written notice to the owner and the engineer, terminate the agreement and recover from the owner payment for all work executed and any expense sustained plus a reasonable profit. In addition and in lieu of terminating the agreement, if the engineer has failed to act on an "Application for Payment" or the owner has failed to make any payment as aforesaid, the contractor may upon seven (7) days notice to the owner and the engineer stop the work until he has been paid all amounts then due.

15.8 Owner Furnished Equipment

In case the owner furnishes equipment to the contractor to install but fails to deliver it to the contractor as required by supplementary or special conditions, and in case such failure causes the contractor additional expense or need for extension of time, the contractor may make such claims upon the owner and obtain adjustments as provided herein.

15.9 Liquidated Damages

If the contractor shall fail to complete the work within the contract time or extension of time granted by the owner, then the contractor will pay to the owner the amount for liquidated damages as shown on his bid for each calendar day that the contractor shall be in default after the time stipulated in the contract documents.

ARTICLE 16

ARBITRATION

16.1 Arbitration Standards and Rules

All claims, disputes and other matters in question arising out of, or related to, this agreement or the breach thereof except for claims which have been waived by the making or acceptance of final payment as provided herein by Article 14, paragraph 14.11, shall be decided by arbitration, if all parties mutually agree, in accordance with the "Construction Industry Arbitration Rules of the

American Arbitration Association” then obtaining, or in a court of competent jurisdiction. This agreement so to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof. The arbitration decision must present findings of fact, conclusions of law, basis of award, and rationale.

16.2 Notice of Arbitration Requirements

Notice of the request for arbitration shall be filed in writing with the other party to the agreement and with the American Arbitration Association, if both parties mutually agree to arbitration, and a copy shall be filed with the engineer. The request for arbitration shall be made within the thirty (30) day period specified herein in **Article 9**, paragraph 9.11 where applicable, and in all other cases within a reasonable time after the claim, dispute, or other matter in question has arisen and in no event shall it be made after institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations.

16.3 Arbitration Affects on Work

The contractor will carry on the work and maintain the progress schedule during any arbitration proceedings unless otherwise agreed by him and the owner in writing.

ARTICLE 17

MISCELLANEOUS

17.1 Recognized Delivery of Notice(s)

Whenever any provision of the contract documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended or if delivered at or sent by registered or certified mail, postage prepaid to the last business address known to him who gives the notice.

17.2 Owner’s Failure to Pay Contractor

If the owner fails to make payment sixty (60) days after approval by the engineer, in addition to other remedies available to the contractor, there shall be added to each such progress payment, interest at one percent (1%) per month commencing on the first day after said payment is due and continuing until the payment is received by the contractor.

17.3 Engineer’s Property

All specifications, drawings, and copies thereof furnished by the engineer shall remain the engineer’s property. They shall not be used on another project, and, with the exception of those sets which have been signed in connection with the execution of the agreement, shall be returned to him on request upon completion of the project.

17.4 Non-Limiting Rights and Remedies by Herein Identified Documents

The duties and obligations imposed by these general conditions, special conditions, and supplemental general conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees, and obligations imposed upon contractor and

those in the special conditions and the rights and remedies available to owner and engineer thereunder shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to them which are otherwise imposed or available by law, by special guarantee, or be other provisions of the contract documents.

17.5 Notice of Injury or Damage Claim

Should the owner or the contractor suffer injury or damage to his/its person or property because of any error, omission or act of the other or of any of his/its employees or agents or others for whose acts he/it is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

17.6 Laws that Supersede Contract Documents

The contract documents shall be governed by the law of the place (location) of the project.

17.7 Practicable Schedule

The contractor shall within five (5) days or within such time as determined by the owner after date of commencement of work prepare and submit to the owner for approval a practicable schedule showing the order in which the contractor proposes to carry on the work, the date on which he will start the several salient features (including procurement of materials, plans and equipment), and the contemplated dates for completing the same. The schedule shall be in the form of a progress chart of suitable scale to indicate approximately the percentage of work scheduled for completion at any time. The contractor shall enter on the chart the actual progress at such intervals as directed by the owner and shall immediately deliver to the owner three (3) copies thereof. If the contractor fails to submit a progress schedule within the time herein prescribed, the owner may withhold approval of progress payment estimates until such time as the contractor submits the required progress schedule.

17.8 Falling behind the Progress Schedule

If, in the opinion of the owner, the contractor falls behind the progress schedule, the contractor shall take such steps as may be necessary to improve his progress and the owner may require him to increase the number of shifts or overtime operations, days of work, or the amount of construction plant, or update the progress schedule to reflect increased production for meeting the completion date, or all of them, and to submit for approval such supplementary schedule or schedules in chart form as may be deemed necessary to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the owner.

17.9 Failure of Contractor to Comply with Owner Requirements

Failure of the contractor to comply with the requirements of the owner under this provision shall be grounds for determination by the owner that the contractor is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination, the owner may terminate the contractor's right to proceed with the work or any separable part thereof in accordance with the clause of the contract entitled, "Termination for Default-Damages for Delay – Time Extensions."

17.10 Failure to Complete the Work on Time

Should the contractor fail to complete the work within the specified time or within any extra time allowed under these specifications, a sum of money determined by the following schedule shall be deducted from any funds due the contractor. The owner shall have the right to recover the said sum or sums from the contractor or from the surety or from both. The amounts of these deductions are to cover the liquidated damages to the owner incurred by additional or other expenses due to the failure of the contractor to complete the work or any part of the work within the time specified, and such deductions are not to be considered penalties.

17.11 Liquidated Damages

The damages indicated in the contract documents shall be considered as liquidated damages for the loss to the owner on account of the expense due to the employment of engineers and their assistants and to any others expenses incurred after the expiration of the contract time as determined by the engineer.

17.12 Laws that Supersede Contract Documents

The contract documents shall be governed by the law of the place (location) of the project.

SUPPLEMENTAL GENERAL CONDITIONS

ARTICLE 1 - SPECIAL CONDITIONS

SCOPE AND INTENT

Special conditions shall prevail over General Conditions in case of conflict. The Contractor shall furnish all labor, materials, equipment (including fuel), tools, appliances, transportation and perform all operations in connection with the construction of, alterations to, or repair of, the building, including utilities, complete, in strict accordance with the specifications and the plans governing the construction of, alterations to, or repair of, the project.

EXAMINATION OF PREMISES

Before submitting a proposal for his work, each bidder shall be held responsible to have examined the site and satisfied himself as to the conditions under which work is to be performed.

PERMITS, TAXES, AND ORDINANCES

The Contractor shall pay for all required permits, give legal notices, and pay taxes and assessments levied in connection with this contract. Building regulations of the City of Petal Building Code shall be strictly adhered to and the contractor shall be responsible for knowledge thereof.

INSURANCES, ETC.

In addition to the requirements 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.

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**.

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 are filed 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. 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. Workers' 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 in the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for each person. This policy shall include an all states endorsement.

B. **CONTRACTOR'S Comprehensive Public Liability and Property Damage Insurance**, covering all operations in connection with the performance of this Contract in amounts not less than the following:

Bodily injury liability in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) for all damages arising out of the injury or destruction of property in any one accident and subject to that limit per accident a total for aggregate limit of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for all damages arising out of injury to or destruction of property during the policy period. The Comprehensive Public Liability and Property Damage policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:

- a. 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.
- b. 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.
- c. 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 him from any and all claims arising from the operation of his 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. Automotive Public Liability and Property Damage

The **CONTRACTOR** shall maintain automobile public liability insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for injury to one person and ONE MILLION DOLLARS (\$1,000,000) for one accident; and automobile property damage insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for one accident to protect him from any and all claims arising from the use of the following:

- a. **CONTRACTOR'S** own automobiles and trucks.
- b. Hired automobiles and trucks.
- c. Automobiles and trucks owned by Subcontractors.

The aforementioned is to cover use of automobiles and trucks on and off the site of the Project.

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 amounts not less than the following:

- a. Bodily Injury in the amount of ONE MILLION DOLLARS (\$1,000,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for all damages arising out of an injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of ONE MILLION DOLLARS (\$1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

CLEANING UP

The Contractor shall, at all times, keep the premises free from accumulations of waste materials and at the completion of the work, shall remove all his rubbish, tools, temporary buildings, etc. from and about the site and shall leave his work "broom" clean unless more exactly specified elsewhere. All glass shall be washed and left free from stains of any nature.

GUARANTEE

The Contractor shall guarantee to City of Petal all work under this contract to be free from defects in workmanship and materials for a period of one (1) year from date of final acceptance.

BIDS

The form of proposal or an exact facsimile thereof must be used by Contractors submitting proposal for any or all of the work included in these specifications and/or the accompanying plans. The receipt of all Addenda must be acknowledged and the receipt signed by the Contractor or his duly authorized representative and attached to the proposal form when the bids are submitted.

SPECIAL INSTRUCTIONS

LIMITATIONS

During construction, care is to be taken to prevent damage to the work in place. As soon as work is completed, all work is to be thoroughly cleaned. Before completion, all damaged work is to be repaired and left in perfect condition. The Contractor will be responsible for all clean-up of the premises. All trash, etc. will be hauled away from the site, and the site left in a clean and neat condition. Alcoholic beverages of any type will not be permitted on job site.

PRODUCT/MATERIALS SUBSTITUTION

Contractor will submit prior to starting work on project any changes to materials specified. Contractor will submit all specification data, company name, and supplier of material that he wishes to substitute. All material will be evaluated. Contractor will be given approval/disapproval with five (5) days by Owner. No substitutes will be taken into consideration after work has begun, no substitutes will be allowed if Contractor does not submit specification data within time allowed.

INSPECTION

All work covered by these specifications shall be subject to inspection by Owner or his authorized representative. Contractor will coordinate with Owner for inspections as required during construction, and furnish to the Owner in writing a project schedule prior to mobilization of work at the job site.

WARRANTY

The Contractor, upon completion of the project, shall furnish one (1) year written guarantee on all materials and workmanship to begin on the date of acceptance by the Owner or the Owner's appointed representative.

SPECIFICATIONS AND DRAWINGS ARE RECIPROCAL

The specifications and drawings are intended mutually to explain each other and anything which is referred to in the specifications and not shown on the drawings shall be considered as being shown and mentioned and referred to in both of these documents. Such work shall be done and

performed accordingly. Any drawing attached to this specification form is an integral part thereof and where such drawings, if any, differ from these specifications, the specifications shall govern.

AS-BUILT DRAWINGS

Occasionally, during the course of construction, modifications and changes may occur due to site conditions, unforeseen circumstances and problems encountered. This may result in a modification of construction as originally depicted on drawings. Contractor will furnish the City of Petal a marked-up set of prints in red line of all changes and/or modifications that pertain to this contract. Drawings will be labeled. "AS-BUILT DRAWINGS".

GUARANTEES, WARRANTIES AND BONDS

1. All work will be guaranteed by the Contractor for a period of one (1) year from the date of substantial completion.
2. Wording for the notarized guarantee shall be as follows:
"We hereby guarantee all work performed by us on the above captioned project to be free from defective materials and workmanship for a period of one (1) year, or such longer period of time as may be called for in the Contract Documents for such portions of the work."
3. Guarantee Compliance:
Except as otherwise specified, all work shall be guaranteed by the Contractor and through him each sub-contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of substantial completion of the Contract. In case of work performed by his sub-contractors, the Contractor shall secure warranties from said sub-contractors and deliver copies of the same to the Owner upon completion of the work. If, within any guarantee period, repairs or changes are required in connection with guaranteed work which, in the Owner's opinion, are rendered necessary as the result of use of materials, equipment or workmanship which are inferior, defective or not in accordance with terms of the Contract: Contractor shall promptly upon receipt of Owner's written notice, and without expense of the Owner;
 - a. Place in satisfactory condition in every particular all such guaranteed work, correct all defects therein.
 - b. Make good all damage to the building, site, equipment or building contents which in the Owner's opinion is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with terms of the Contract.
 - c. Make good any work or material or the equipment and contents of building or site disturbed in fulfilling such guarantee.

In any case where fulfilling the requirements of the Contract, or any guarantee embraced in or required thereby, the Contractor disturbs any work guaranteed under another's Contract, he shall restore such disturbed work to condition satisfactory to the Owner and guarantee such restored work to the same extent as it was guaranteed under such other

contract. If the Contractor, after notice, fails to proceed promptly to comply with terms of the guarantee, the Owner may have the defects corrected and the Contractor and his surety shall be liable for all expense incurred. All special guarantees applicable to definite parts of the work that may be stipulated in the specification or other Contract Documents shall be subject to the terms of this Specification Section during the first year of the life of such special guarantees. All guarantees and warranties shall be obtained in the Owner's name and evidence thereof shall be promptly delivered to the Owner's Representative for transfer to the Owner.

CLOSE-OUT DOCUMENTS

In general documents for close out, to be submitted by the Contractor to the Owner, prior to final payment, shall be; but not limited to the following:

1. APPLICATION FOR PAYMENT: AIA Document G-702
2. CERTIFICATE OF SUBSTANTIAL COMPLETION: AIA Document G-704
3. CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS:
AIA Documents G-706 and G-706A: The Contractor shall furnish these AIA Documents complete with attached notarized full release of liens, damages, and a guarantee that all materials and labor are paid in accordance with Contract Documents with the following wording:
"WE HEREBY CERTIFY THAT ALL BILLS FOR LABOR AND MATERIALS INCORPORATED INTO THE ABOVE CAPTIONED PROJECT UNDER OUR CONTRACT HAVE BEEN PAID AND THAT THE OWNER IS RELEASED FROM ANY AND ALL CLAIMS AND/OR DAMAGES UNDER THIS CONTRACT."
4. CONSENT OF SURETY COMPANY TO FINAL PAYMENT: AIA Document G-707
To be completed in full by the Bonding Company.
5. CONTRACTOR'S NOTARIZED STATEMENT:
Notarized statement that project has been constructed in accordance with Contract Documents.
6. CONTRACTOR'S NOTARIZED STATEMENT OF GUARANTEE/S:
All work will be guaranteed by the Contractor for a period of one (1) year from the date of substantial completion. Wording will be as follows:
"WE HEREBY GUARANTEE ALL WORK PERFORMED BY US ON ABOVE CAPTIONED PROJECT TO BE FREE FROM DEFECTIVE MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR, OR SUCH LONGER PERIOD OF TIME AS MAY BE CALLED FOR IN THE CONTRACT DOCUMENTS FOR SUCH PORTIONS OF THE WORK."
In the case of work performed by his sub-contractors, the Contractor shall secure warranties from said sub-contractors and deliver copies of same to the Owner upon completion of work.
7. OPERATING AND MAINTENANCE MANUALS:
All manufacturer's operating instructions and maintenance manuals will be compiled in a tabbed and labeled 3-ring binder. (Furnish Owner with two (2) sets).
8. FORM W-9, PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS):
Form W-9 is to be completed by non-corporation contractors. Non-applicable if Contractor's firm is Incorporated.
9. FINAL CLEANING:
At close out time clean and re-clean entire work to normal level for "FIRST CLASS" maintenance/cleaning.

MEASUREMENT AND PAYMENT

Measurement and payment for the following bid items shall be as described and shall include all material equipment, labor and testing to install and make operational a complete sewer system as detailed on the contract drawings and in these specifications.

SEWER MAIN (SDR-26), HDPE, OR OTHER

Payment for all sewer mains will be per linear foot for various diameter pipe measured from centerline of manhole to centerline of manhole in relation to the diameter of the pipe and the depth of cut as shown in the individual bid items. The item shall be paid per linear foot.

MANHOLES

Payment for manholes will be per each and depth of manhole in appropriate depth bracket measured from lid of manhole to downstream invert. Depth shall be based on individual bid items.

DROP MANHOLE ASSEMBLY

Payment for drop manhole assembly shall include furnishing and installing all hardware required to assemble a drop as detailed in the plans and specifications. Payment shall be per each.

SANITARY SEWER SERVICE

Payment for sanitary sewer service will be per linear foot for various diameter pipe. Item shall include PVC pipe, fittings, and other items necessary for a functioning service. Item shall include all labor, equipment and materials necessary to install all equipment. The item shall be per linear foot.

SANITARY SEWER SERVICE CLEANOUT

Payment for sewer cleanout will be per each to include all labor, materials and equipment at the bid size. Price shall reflect depth as necessary to provide sanitary sewer service to project area.

SANITARY SEWER SERVICE TAP OR TEE

Payment for sanitary sewer service tap will be per each at the bid size. Price shall include all labor, materials and equipment necessary to install sanitary sewer service tap based on plans and specifications.

WATER SERVICE REPAIR

Payment for water service repair shall include all fittings, tubing, materials, labor and equipment to repair existing water services in conflict with construction. Item shall be paid per each.

CRUSHED AGGREGATE

Payment for crushed aggregate shall include furnishing and installing material as specified in the plans and specifications. Crushed aggregate shall be installed as a base material for the pavement repairs. Crushed aggregate may be used for a temporary riding surface. Temporary riding surface will be removed prior to pavement repairs and moved to another location as directed by the engineer at no additional cost to the project. Payment shall be per ton from certified scales.

SELECT FILL MATERIAL

Payment for select fill material will be based on loose vehicular measurement. Haul vehicles shall be measured and volumes calculated. It shall be the discretion of owner as to the overall percentage full of haul material. Item shall include material, haul, placement and testing necessary to meet the plans and specifications. Payment shall be per cubic yard.

CONCRETE PAVEMENT REPAIR

Payment for concrete pavement repair shall include furnishing and installing concrete pavement as specified in the plans and specifications. Item shall include forming, material, haul, placement compaction and testing necessary to meet the plans and specifications. Payment shall be per square yard.

CONCRETE

Payment for concrete shall include furnishing and installing concrete with specified class as specified in the plans and specifications. Item shall include forming, material, haul, placement compaction and testing necessary to meet the plans and specifications. Item shall include reinforcing steel, grates, etc. as necessary and required. Payment shall be per cubic yard.

ASPHALT PAVEMENT REPAIR

Payment for asphalt repair shall include furnishing and installing asphalt pavement as specified in the plans and specifications. Item shall include material, haul, placement compaction and testing necessary to meet the plans and specifications. Payment shall be per square yard.

CONCRETE SIDEWALK

Payment for concrete sidewalk shall include furnishing and installing sidewalk to match removed concrete sidewalk. Item shall include forming, material, haul, placement, compaction and testing necessary to meet the plans and specifications. Item shall not be used for damage to sidewalk as a result of poor construction methods or neglect from the contractor. Payment shall be per square yard and measured at the back of the curb, if curb is present.

DRAINAGE PIPE

Payment for all drainage pipe will be per linear foot for various diameter pipe measured

from end of pipe to end of pipe installed in relation to the diameter of the pipe.

DEMOLITION AND REMOVAL OF STORM SEWER PIPE

Payment for demolition and mobilization of storm sewer shall be as indicated on the construction plans. The item shall include the total removal of the pipe and removal and disposal off site. The item shall include all disposal and transportation costs. The item shall be paid per linear foot.

CONCRETE RETAINING WALL

Payment for concrete retaining wall shall include removal, grading, forming, materials, placement, compaction and testing necessary to match existing retaining wall. Item shall be paid per linear foot.

CONCRETE PAVED DITCH

Payment for concrete paved ditch shall include grading, forming, material, haul, placement, compaction and testing necessary to meet the plans and specifications. Item shall be paid per cubic yard.

CONCRETE CURB AND GUTTER

Payment for concrete curb and gutter shall include removal, grading, forming, materials, placement, compaction and testing necessary to match existing curb and gutter. Item shall be paid per linear foot.

GRASSING

Payment for grassing work shall include furnishing and installing seeding, fertilizer, lime and other components required to establish permanent grassing. Grassing shall include final grading prior to installation of seeding materials. The unit measurement shall be lump sum and based on the percentage of area completed in full to date at time of estimate.

EROSION CONTROL

Payment for Erosion Control shall include furnishing, installing and maintaining hay bales or silt fence as required by current Mississippi Department of Environmental Quality standards. Hay bales and silt fence shall be installed and maintained to prevent erosion under or excess siltation within 24 hours of a rain event. The unit measurement shall be Lump Sum and includes any required maintenance.

MOBILIZATION

Payment for mobilization shall enable contractor to assemble materials, equipment, etc. on site, to prepare for construction. The unit measurement shall be lump sum. Mobilization shall be paid 50 percent at 5 percent of construction complete and 100 percent at 25 percent of construction complete.

MAINTENANCE OF TRAFFIC

Payment for maintenance of traffic will be lump sum. Item shall include all materials,

labor and equipment to maintain traffic based on the current MUTCD or as required by the engineer.

REMOVE AND RESET WOOD FENCE

Payment shall include removal of existing wood fence system which is obstructing construction, and salvaging/re-installing fence after construction. If salvaged fence is deemed too damaged to re-install by the owner or engineer, the contractor shall furnish and re-install a fence system to match the removed fence system. Payment shall be per linear foot.

TECHNICAL SPECIFICATIONS

SANITARY SEWER SYSTEMS

1.0 GENERAL

This item shall consist of furnishing all of the necessary materials, supervision, labor, tools, equipment and incidentals, and the installation of various types and sizes of sewer pipe and related items in accordance with the Contract Drawings and Specifications, as stated in the Proposal.

2.0 APPLICABLE PUBLICATIONS

The following publications form a part of these Specifications and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- A 139/139M Electric-Fusion (Arc) Welded Steel Pipe (HPS 4 inch and over).
- A 252 Welded and Seamless Steel Pipe Piles.
- C 31/C 31M Making and Curing Concrete Compressive and Flexural Strength Test Specimens in the Field.
- C 33 Specifications for Concrete Aggregate
- C 39/C 39M Compressive Strength of Cylindrical Concrete Specimens.
- D 1248 Polyethylene Plastics Extrusion Materials for Wire and Cable
- D 1784 Rigid Poly(Vinyl Chloride)(PVC) Compounds and Chlorinated Poly (Vinyl Chloride)(CPVC) Compounds.
- D 2412 Determination of External Loading Characteristics of Plastic Pipe by Parallel Plate Loading.
- D 2922 Density of Soil and Soil Aggregate in place by Nuclear Methods (Shallow Depths).
- D 3034 Specifications for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
- D 3212 Joints for Drain and Sewer Plastic Pipes using Flexible Elastomeric Seals.

F 477 Specifications for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.

F 794 Poly (Vinyl Chloride)(PVC) Profile Gravity Sewer Pipe and Fittings Based on Controlled Inside Diameter.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

A21.10 Ductile Iron Fittings, 3 inch through 48 inch for Water and other Liquids.

A21.11 Rubber Gasket Joints for Ductile Iron Pressure Pipe and Fittings.

A21.50 Ductile Iron Pipe, Design Requirements

A21.51 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-lined Molds, for Water or other Liquids.

AMERICAN WATER WORKS ASSOCIATION (AWWA)

C 104 Cement-Mortar Lining for Ductile Iron Pipe and Fittings for Water and Other Liquids.

C 106 Cast Iron Pipe Centrifugally Cast in Metal Molds, for water and other Liquids.

C 110 Ductile Iron Fittings, 3 inch through 48 inch, for Water and Other Liquids.

C 111 Rubber Gasket Joints for Ductile Iron Pressure Pipe and Fittings.

C 151 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds, for Water or other Liquids.

AMERICAN ASSOCIATION OF STATE HIGHWAY & TRANSPORTATION OFFICIALS (AASHTO)

T-88 Particle Size Analysis of Soils.

T-89 Determining the Liquid Limit of Soils.

T-90 Determining the Plastic Limit and Plasticity Index of Soils.

T-99 Moisture Density Relations of Soils Using a 5.5 lb. Rammer and 12 inch Drop.

T-191 Density of Soil In-Place by the Sand-Cone Method.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Standard Specifications for Road and Bridge Construction Current Edition.

3.0 SUBMITTALS

The following submittals shall be required for the respective materials used in the work. All submittals shall be submitted through the Contractor to the Engineer.

3.1 Ductile Iron Pipe: The following submittals shall be required for ductile iron pipe systems utilized on the project. The Contractor shall furnish manufacturer's certificates certifying that the pipe and fittings conform to the requirements as specified hereinafter under Article 4.0, Materials. In addition, the submittals shall include the following:

A. Joints: The following shall be required for ductile iron joints.

1. Drawings or Manufacturer's Catalogue data indicating dimensions and tolerance.

2. Gaskets shall be tested in accordance with the respective standards as indicated in ANSI 21.11 and results shall be included in the submittals. Test shall be for similar materials on the gaskets and be not more than one year old.

3. Mechanical Joints: Should the Contractor elect to use mechanical joints in lieu of push-on joints, manufacturer's data shall be submitted in accordance with the "Special Requirements for the Mechanical Joint" as stated in ANSI 21.11 (AWWA C 111).

B. Ductile Iron Pipe Submittal Shall Include the Results of:

1. Tension Test
2. Impact Test
3. Low Temperature Impact Test

Sampling procedure shall be as indicated in ANSI 21.51.

3.2 PVC Pipe: The Contractor shall submit manufacturer's certificate certifying that the pipe and fittings conform to the requirements as specified hereinafter under Article 4.0, Materials. In addition, the Contractor shall submit the following:

A. PVC Piping: PVC Pipe shall be sampled, tested, and inspected in accordance with the provisions of ASTM D3034. Copies of test results shall be attached. Test results shall be similar material and not be more than one-year old from the date of material delivery.

B. Joints: The following submittals shall be required for PVC joints.

1. Certificate with test results for joints for compliance to ASTM D 3212. Gaskets shall conform to ASTM F 477. Test results shall be for similar material and not be more than one-year old.

4.0 MATERIALS

4.1 Gravity Sewer Pipe: Where the type of gravity sewer piping is not indicated on the plans, the Contractor shall furnish polyvinyl chloride (PVC) pipe.

The Contractor shall be restricted to furnishing the exact type of pipe material where indicated on the Contract Drawings.

The Contractor shall be limited to the use of only one type of pipe (so selected by the Contractor and indicated on the Proposal Form) and shall not change the type of gravity sewer pipe except as follows:

1. Where indicated on the plans, or
2. If permitted in writing by the Engineer.

A. Ductile Iron Pipe: Ductile iron shall be designed in accordance with the latest revision of ANSI/AWWA C150/A21.50 for a minimum 50psi.

Ductile Iron Pipe shall be manufactured in accordance with the latest revision of ANSI/AWWA C151/A21.51. Each pipe shall be subjected to a hydrostatic pressure test of at least 500 psi at the point of manufacture.

Pipe shall be standard asphaltic coating on the exterior. Pipe shall also have a Protecto 401 lining on the interior.

The class or nominal thickness, net weight without lining, and casting period shall be clearly marked on each length of pipe. Additionally, the manufacturer's mark, country where cast, year in which the pipe was produced, and the letters "DI" or "Ductile" shall be cast or stamped on the pipe.

All pipe shall be furnished with Push-On Type Joints, such as Tyton or Fastite. Joints shall be in accordance with ANSI/AWWA C111/A21.11, of latest revision, and be furnished complete with all necessary accessories.

Fittings shall be ductile iron. Fittings shall conform to the latest revision of either ANSI/AWWA C600.

B. PVC Pipe: PVC gravity sewer pipe and fittings shall conform to the requirements of ASTM D 3034 with an SDR of 26 and a minimum stiffness of 46 lb./in. - in and 115

lb./in. - in, respectively. Joints for sewer pipe shall be either push-up or mechanical conforming to the requirements of ASTM 3212. Gaskets for sewer pipe shall conform to the requirements of ASTM F 477. Approved adaptors shall be used for making connections between PVC pipe and concrete manholes.

C. Service Laterals: Service laterals for local services shall consist of fittings, pipe lengths, and connections of 6 inch or 4 inch pipe as noted on the plans. The fittings, pipe lengths and plugs shall be of the same material as the run pipe unless otherwise indicated on the Contract Drawings. The modified sewer tees shall be an integral part of the run pipe. The remainder of the branch shall consist of standard fittings (elbows, reducers, and lengths of pipe) in accordance with the manufacturer's standard products and as specified. Pipe lengths and joint connections shall meet the specified requirements for the type materials used.

All service lines shall extend a maximum of up to 5 feet from house fronts of residences and public buildings and up to the property lines of businesses.

4.2 Casing Pipe: Steel pipe utilized as casing at locations shown on the Contract Drawings shall be new round piling pipe conforming to the requirements of ASTM A 252 or A 139. Casing diameter shall be adequate to allow pushing of the specified diameter of sewer pipe or force main and make proper connections at the ends. Minimum Wall Thickness for steel casing is 0.25 inch. (Hwy) and 0.28 inch (RR).

4.3 Wash Gravel Bedding Material: Select Granular material for pipe bedding shall be coarse concrete aggregate. The coarse concrete aggregate shall conform to the gradation sizing Number 467 specified in Table 2 of ASTM Standard Specification C-33. (See Following Table :)

SIZE NO. 467

<u>Nominal Size</u> <u>(Sieves w/Square Openings)</u>	<u>Percent Passing by Weight</u>
2"	100
1 - 1/2"	95 - 100
3/4"	35 - 70
3/8"	10 - 30
No. 4	0 - 5

4.4 Stabilization Material: Stabilization Material shall be a pit run mixture of sand and gravel. The sand shall be hard, sharp and durable particles. All gravel shall pass a 1 - 1/2" sieve.

4.5 Clay Gravel Material: Clay Gravel Material shall meet MDOT Standards Class 6, Group C.

4.6 Concrete: Concrete shall be in accordance with the requirements of Technical Specifications - CONCRETE

4.7 Select Backfill: General: The select material shall be composed of a natural or artificial mixture of sand, silt, clay or soil binder or other material of satisfactory cementing value. The sand shall be hard, sharp, and durable particles, preferably siliceous. The binder shall be a grade of clay or other material having satisfactory cementing qualities and shall be homogenous in character, free from vegetable matter, clay balls or other deleterious substances that cannot be classed as serviceable base material.

A. Gradation: Any coarse aggregate contained in the material shall pass the one and one-half (1-1/2), sieve and not more than thirty-five percent (35%) shall be retained in the Number 10 sieve. The plasticity index (P.I.) shall not exceed 12, nor shall the liquid limit exceed 30.

The composite selected sand-clay material passing the Number 10 sieve shall conform to the following minimum and maximum gradation limits:

<u>Sieve</u>	<u>Percent Passing by Weight</u>
Number 40	40 - 85
Number 60	30 - 70
Number 270	8 - 30
Silt (.05 to .005 mm)	3 - 15
Clay (Passing .005 mm)	3 - 15

4.8 Backfill: All other backfill shall consist of excavated material removed from the trench unless otherwise directed by the Engineer. CONTRACTOR shall separate poor and acceptable material during excavation. Failure to separate material shall require CONTRACTOR to furnish acceptable backfill at no additional cost to the project.

5.0 CONSTRUCTION:

5.1 Earthwork:

A. Site Preparation: Topsoil shall be stripped and stockpiled in accordance with Technical Specifications - Restoration of Roads, Driveways, Fences, Lawns, and other Grassed Areas.

All vegetation such as brush, heavy sod, heavy growth of grass, decayed vegetative matter, rubbish and any other unsuitable material within the area of

trenching shall be stripped or otherwise removed before the trenching is started, and in no case, shall such objectionable material be allowed in the trench.

Stripping operation shall be to a depth of not less than 6 inches in all cases.

B. Asphalt or Concrete Removal: Before trenching operations begin, the existing asphalt or concrete pavement shall be cut to full depth to give a straight vertical edge when removed. The asphalt or concrete shall be disposed of offsite by the Contractor. While removing the asphalt or concrete in the trench line, never shall the adjacent asphalt be raised or pulled from its base.

C. Trenching: The Contractor shall determine all requirements for trench dimensions, alignment, and grades. The trench shall be excavated in conformance with all federal, state and local regulations for the protection of the workmen. Shoring, sheeting and/or a moveable form shall be used as required to provide earth stability during the laying operations.

The final excavation of the trench for the pipe installation shall be as indicated on the Plans. Minor variations in horizontal (within the permanent easement) or vertical alignment during construction shall be made during construction (with the Engineer's approval) to facilitate ease of installation and operation (due to potential conflicts; i.e., utility conflict) at no additional cost to the Owner except for additional piping, if any. The trench from the top of the pipe down to the bottom of the bedding shall be of a consistent width as indicated on the plans. Should the excavated width of the trench be larger than the design width, the Engineer may direct that a higher type or class of bedding be used; or other adjustments be made to increase the load carrying capacity of the pipe.

The Contractor shall not excavate more trenches in advance of pipe laying than is necessary to perform the work efficiently. No more than 100 feet of open trench shall be allowed unless approved by the Engineer.

Excavated material shall be placed in a manner that will not obstruct sidewalks, driveways, or other structures. Excavated material shall not be placed so as to surcharge the walls and jeopardize trench stability.

If adequate area is not available on the construction site, the CONTRACTOR will be required to stockpile material off site. Owner shall not bear any additional expense.

Ledge Rock, boulders and large stones shall be removed to provide a minimum clearance of 4 inches (10 cm) below and on each side of all pipes.

D. Disposal: The Contractor shall satisfactorily dispose of all excess earth from excavations either in approved (by the Engineer) areas within the construction limits or away from the project in disposal sites obtained by the Contractor.

The Contractor will be permitted to mound excess earth over the trench to a maximum depth of 12 inches above the original ground surface or finished grade where the trench is located in unimproved property. Wasting of excess excavated material will not be permitted within any road ROW. All material within the construction limits shall be placed so that natural drainage is maintained and the surface shall be graded to a smooth and uniform appearance. The disposal of waste and excess excavating materials, including hauling, handling, grading, and surfacing shall be subsidiary obligation of the contractor and no separate payment will be made. Therefore, the cost of such work shall be included in the Contract Unit Price for installation of sewer pipe.

E. Dewatering: The site shall be kept free of surface water at all times. The Contractor shall install drainage ditches and dikes and shall perform all pumping and other work necessary to divert or remove rainfall and other accumulations of surface water from the excavations. The diversion and removal of surface water shall be performed in a manner that will prevent the accumulation of water behind temporary structures or at any other locations within the construction area where it may be detrimental. The Contractor shall provide, install, and operate sufficient trenches, sumps, pumps, hoses, piping, well points, deep wells, etc., necessary to depress and maintain the ground water level at least one foot below the base of the excavation during all stages of construction operations. The ground water table shall be lowered in advance of excavation and maintained a minimum of one foot below the lowest excavation sub grade made until the structure has sufficient strength and weight to withstand horizontal and vertical soil and water pressures.

Where groundwater is encountered, the Contractor shall make the effort necessary to secure a dry trench bottom before laying pipe. In sandy and in other suitable type soils, dewatering shall be done by well pointing. If, in the opinion of the Engineer, the Contractor has failed to obtain an absolutely dry trench bottom by insufficient use of all known methods of trench dewatering, the Engineer may order the Contractor to excavate below grade and place not less than 6 inches of graded crushed stone fill material over the trench bottom to form trench drains to suitably located sumps and to remove the water by bailing or pumping. The graded crushed stone fill material shall be placed at the Contractor's own expense and shall be of such depth that there shall be not water in bell holes at the time of coupling pipe. All costs of equipment, labor, and materials required for dewatering shall be included in the pipe laying operation.

F. Bedding: The Contractor shall satisfactorily shape the trench area (to specified line, grade and cross section) to receive bedding material. The bottom of the trench shall be undisturbed soil. Should the Contractor over excavate the trench without direction from the Engineer, the trench shall be brought up to grade with select backfill and compacted to at least 90% of maximum laboratory density as measured by AASHTO T 99. Such additional work and materials for over excavation without direction of the Engineer shall be at the expense of the Contractor.

Holes for the bells shall be provided at each joint in the sub grade or in the

granular fill bedding material as required. The holes shall be no larger than necessary for joint assembly and assurance that the pipe barrel will lie flat on the material. The Contractor shall install the proper bedding for the respective type of pipe and depth of installation as shown in the details and schedules on the plans. When depths vary in a particular manhole run, the Contractor shall change bedding systems in accordance with the depth installation requirements.

1. Stabilization Materials: When the sub grade is found to be unstable or to include ashes, refuse, organic material, or other unsuitable material, the Engineer may direct that the subgrade be over excavated to remove such material. The depths of over excavation shall be as directed by the Engineer. Stabilization material shall be placed into the over excavated area of the trench and shall be paid for in accordance with these specifications. Stabilization shall be compacted to at least 90% of maximum laboratory density in six-inch lifts.

2. Bedding Materials: As detailed in the plans, bedding material shall be placed to the specified depth below the pipe and tamped to a minimum of 90% of maximum laboratory density as determined in accordance with AASHTO T 99. Following placement of pipe, additional bedding material shall be placed and consolidated under the haunches of the pipe. Special tools shall be required to work the material into place and leave no voids beneath the pipe. The bedding material shall be tamped along the spring line (or along the top of the bedding material as indicated) of the pipe to sufficiently compact the material insofar as practical.

The Engineer may direct additional moisture be added to the bedding material to aid in the compaction effort. Mechanical tampers may be employed to aid the process. Depending on the particular bedding required, additional bedding shall be added and tamped to a minimum of 90% of maximum laboratory density, with AASHTO T-99.

3. Select Backfill: Select backfill shall be placed in 6 inch lifts and tamped to a minimum laboratory density with AASHTO T-99. Overall depth of the select backfill shall be as directed by the Engineer.

4. Normal Condition Bedding: Under normal conditions the trench bottom shall be undisturbed earth shaped to the specified line, grad, and cross section with proper bell holes at each joint to ensure that pipe barrel lies flat on trench bottom. The bedding material will be selected native materials excavated from the trench and placed in two lifts. The first lift being placed up to the spring line of the pipe and extending out to the trench walls and hand tamped to a minimum of 90% of maximum laboratory density. Special care shall be used in placing and tamping bedding to insure no voids under the haunches of the pipe. The second lift shall extend to approximately 6" above pipe (Material permitting) and hand tamped to 90% density.

5. Backfilling: Upon completion of placement of select material the excavated materials shall be immediately placed back into the trench. Specific requirements are:

a. Backfill requirements for road crossings, parking lots, driveways, and sidewalks shall be in accordance with Technical Specifications - RESTORATION OF ROADS, DRIVEWAYS, FENCES, LAWNS, AND OTHER GRASSED AREAS.

b. Backfill requirements for unimproved areas (pastures, wooded areas) shall consist of placement and shaping of the soil in such a manner as to allow maximum natural consolidation. No compaction of the general backfill in the unimproved areas will be required, except that caused by conventional shaping equipment.

c. No debris shall be used as backfill which has a volume in excess of one-half of one cubic foot or a weight excess of 75 pounds.

6. Sheeting Removal: Wooden sheeting or other thick sheeting or shoring members which have been driven or otherwise placed along the trench walls to an elevation below the spring line of the pipe shall be cut off at the spring line or higher and left in place.

7. Grading and Grassing: Final grading and grassing shall be in accordance with Technical Specifications - RESTORATION OF ROADS, DRIVEWAYS, FENCES, LAWNS, AND OTHER GRASSED AREAS.

5.2 PIPE HANDLING AND STORAGE: Pipe shall be handled, staked, and stored in accordance with manufacturer's printed literature. The Contractor shall provide security as required to prevent damage by vandals. PVC pipe shall be shaded from sunlight for extended lengths of time. Pipe damaged during storage and handling shall be rejected.

5.3 PIPE LAYING: Pipe laying shall proceed upgrade with the spigot ends of the bell-and-spigot pipe and tongue ends of the tongue and groove pipe jointing in the direction of flow. Each pipe shall be laid true to line and grade and in such a manner as to form a close concentric joint with the adjoining pipe and to prevent sudden offsets of the flow line. As the work progresses, the interior of the sewer shall be cleared of all dirt and superfluous materials of every description. Where cleaning after laying is difficult because of small pipe size, a suitable swab or drag shall be kept in the pipe and pulled forward past each joint immediately after the jointing has been completed. Trenches shall be kept free of water and pipe shall not be laid when the condition of the trench or the weather is unsuitable for such work. At times when work is not in progress, open ends of pipe and fittings shall be securely and satisfactorily closed so that no trench water, earth or other substance will enter the pipe or fittings.

Pipe laying shall be performed in such a manner that no foreign material enters the pipe. The Engineer may require that before lowering pipe, heavy canvas bags be placed over each end, and left in place until joints are ready to be made. If water is in the trench, the seals shall remain in place until the trench is pumped completely dry. If conditions

are unsuitable, no pipe shall be laid until satisfactory laying conditions are obtained in accordance with the above specified requirements.

The Contractor shall utilize a commercial grade laser beam specifically manufactured to aid in maintaining grade and alignment of pipelines during installation. The primary unit shall be mounted on a heavy-duty base and firmly anchored in the downstream manhole of the reach under construction. The maximum distance shall not exceed four hundred feet (400') per set-up.

Each joint of pipe shall be installed using an approved target to align the pipe with the projected laser beam. The methods and procedures shall be in strict accord with the manufacturer's recommendations and instructions. Proper ventilation shall be maintained at all times. Care shall be exercised in order to prevent bumping or misalignment of the projected beam. Sewer lines shall be laid such that the installed variation of invert elevations when compared with the construction plans does not exceed 0.05 feet. Sewer lines in which said variation exceeds 0.05 feet may be rejected. Sewer pipe shall be visually inspected for alignment by lamping, televising or by other appropriate means to determine alignment.

Whenever a movable steel box is used in place of sheeting, the Contractor shall take care to prevent the pipe from moving when the steel box is moved.

5.4 PIPE JOINTING: Piping shall be jointed in accordance with the manufacturer's printed recommendations. Gaskets shall be firmly set within the bells and grooves as required. The manufacturer's recommended lubricant or an approved equal shall be applied for slip type joints.

A. PVC Pipe Joint Construction: The bell and spigot ends of PVC sewer pipe shall be cleaned of all foreign material that could interfere with proper assembly of the joints. The spigot ends shall be cleaned one inch (1") beyond the joint assembly reference mark.

The spigot end of the pipe shall be thoroughly lubricated in accordance with the manufacturer's recommendations. The coating should be the equivalent of a brush coat of enamel paint and maybe applied by hand, cloth, pad sponge or glove.

The lubricated spigot end shall be inserted into the bell keeping the pipe length in proper alignment. The bell shall be braced while the spigot end is pushed in under the rubber ring, so that previously completed joints in the line will not be closed up. The spigot end shall be pushed into the bell until the reference mark is flush with the end of the bell.

Generally, the installation and jointing of PVC Pipe shall conform to the requirement so the latest edition of ASTM D-2321, "Underground Installation of Flexible Thermoplastic Sewer Pipe".

B. Ductile Iron Pipe Joint Construction: The installation and jointing of ductile iron pipe and shall generally conform to the applicable provisions of AWWA Standard Specifications C-600 for pipe laying.

Where mechanical joint pipe is used, the surfaces which come in contact with the gasket shall be thoroughly brushed with a wire brush just prior to assembly. The gasket should be brushed with soapy water prior to installation to remove loose dirt and to lubricate gasket as it is forced into its retaining space.

When tightening bolts, it is essential that the gland be brought up toward the pipe flange evenly. The bolts should be partially tightened; the bottom bolt first, then the top; next the bolts on either side; and last, the remaining bolts. Overstressing of bolts to compensate for poor installation will not be permitted. Bolt torque shall be in accordance with manufacturer's specifications.

All joints of whatever type shall be completely water tight after being subjected to the required tests.

C. Jointing Dissimilar Pipes: Suitable adaptor couplings are required for connecting dissimilar pipes. The couplings shall be approved by the Engineer before installation.

5.5 SERVICE LATERALS (LINES): Modified sewer tees shall be installed on the run pipe at the appropriate field locations. Service lines of the sizes specified shall be laid to a uniform grade so that the customer being served can be tied-in using good construction practices. All tamping and backfilling operations shall be performed the same as on main line pipe. Removable plugs shall be securely installed in pipe ends and a 2" x 2" treated post extending 12" above the ground line shall mark the pipe end location.

5.6 RELATION TO WATER MAINS:

A. Horizontal Separation: Whenever possible, sewers should be laid at least 10 feet, horizontally, from any existing or proposed water main. Should local conditions prevent a lateral separation of 10 feet, a sewer may be laid closer than 10 feet to a water main if:

1. It is laid in a separate trench.
2. It is laid in the same trench with the water mains located at one side on a bench of undisturbed earth.
3. In either case the elevation of the crown of the sewer is at least 18 inches below the invert of the water main.

B. Vertical Separation: Whenever sewers must cross under water mains, the sewer

shall be laid at such an elevation that the top of the sewer is at least 18 inches below the bottom of the water main. When the elevation of the sewer cannot be buried to meet the above requirement, the water main shall be relocated to provide this separation or reconstructed with slip-on or mechanical-joint ductile iron pipe, or prestressed concrete cylinder pipe for a distance of 10 feet on each side of the sewer. One full length of water main should be centered over the sewer so that both joints will be as far from the sewer as possible.

C. Special Conditions: When it is impossible to obtain proper horizontal and vertical separation as stipulated above, the water main should be constructed of slip-on or mechanical-joint ductile iron pipe. Or prestressed concrete cylinder pipe and the sewer constructed of mechanical-joint ductile iron pipe and both services should be pressure tested to assure water tightness.

5.7 CONTINUATION OF SERVICE

The existing wastewater system shall remain in operation during the duration of the project. Should removal of facilities from operation become necessary, a plan which will avoid or minimize pollution effects on any receiving stream and provide alternate service for wastewater facilities shall be reviewed and approved in advance by the Mississippi Department of Environmental Quality and shall be adhered to during construction.

6.0 TESTING

6.1 PVC PIPING: Material test shall be conducted during the manufacturing process and the results shall be included as part of the submittal. No other material test shall be required.

6.2 BEDDING MATERIAL AND STABILIZATION MATERIAL: Test for gradation and test for material passing the No. 40 sieve shall be as follows:

Gradation	- AASHTO T 88
Liquid Limit	- AASHTO T 89
Plasticity Index	- AASHTO T 90

One set of each test listed above will be required for every 500 cubic yards or major fraction thereof.

6.3 COMPACTION TESTS: Compaction tests shall be performed in accordance with AASHTO T 191 or ASTM D 2922. Maximum compaction shall be determined in accordance with AASHTO T99. Compaction tests for sewer pipe related work shall not be less than as follows:

	(Number of Compaction Tests)		
	AASHTO T-99	AASHTO T-191	or
ASTM D 2922			
Select Backfill Material OR			
Stabilization Material	1	One per 100 CY	
Bedding Material	2	One per 600 LF	
Tamped Backfill	2	One per 600 LF	

6.4 INFILTRATION/EXFILTRATION TEST: The Contractor shall provide all plugs, water supply, measuring devices, and all other equipment, material, labor and supervision to measure the infiltration and exfiltration tests as specified below. The Contractor shall perform the test in the presence of the Engineer. All gravity sewer pipe shall be tested in accordance with the following applicable requirements.

A. Infiltration Test: The infiltration test shall be conducted between adjacent manholes. The outlet pipe on the downstream manhole shall be plugged and tested for water tightness to the satisfaction of the Engineer. The accumulated depth of water in the downstream manhole shall be read at 12 hour intervals for two (2) days and the infiltration rate calculated from the data obtained. Any section exceeding an infiltration rate of 200 gallons/day/inch diameter/mile shall be relayed at the Contractor's expense. This means that the Contractor shall locate and repair leaks as necessary to pass the infiltration test. Infiltration test shall be utilized only when ground water is above pipe.

B. Exfiltration Test: The exfiltration test shall be conducted between adjacent manholes. The inlet pipes in the downstream and upstream manholes shall be plugged. The line being tested shall be filled with water until water depth becomes two (2) feet above top of pipe being tested in the upstream manhole. The water loss shall be measured in the upstream manhole at 12 hour intervals for two (2) days and the exfiltration rate calculated from the data obtained. Any section exceeding an exfiltration rate of 200 gallons/day/inch diameter of pipe/mile shall fail the test. The Contractor shall locate and repair leaks as necessary to pass the exfiltration test. A low-pressure air test conforming to ASTM C-828-80 or latest revision may be used in lieu of the exfiltration test.

6.5 DEFLECTION TESTS: 100% of the PVC gravity sewer shall be tested 30 days after the final backfill has been in place by the following method:

Use a "Go-, no-go" mandrel which is sized to such dimensions that it will not "go" when encountering a deflection greater than 5%. The instructions for its use are as follows:

A. Completely flush the line making sure the pipe is clean of any mud or debris that would hinder the passage of the mandrel.

B. During the final flushing of the line, attach a floating block or ball to the end of the mandrel, pull rope and float the rope through the line. (A) nylon ski rope is recommended)

C. After the rope is threaded through the line, connect the pull rope to the mandrel and place the mandrel in the entrance of the pipe.

D. Connect a retrieval rope to the back of the mandrel to pull it back if necessary.

E. By hand, remove all the slack in the pull rope and place a tape marker on the top at the end of the pipe where the mandrel will exit, determining the location of the mandrel in the line.

F. By hand, draw mandrel through the sewer lines. If any irregularities or obstructions are encountered in the line, they shall be corrected by the Contractor.

G. If a section with excessive deflection is found, locate it; dig down and uncover the pipe; if any damaged pipe is found, replace it; if pipe is not damaged, replace and thoroughly tamp haunching and initial backfill; replace remainder of backfill.

H. Re-test this section for deflection.

MANHOLES

1.0 GENERAL:

This item shall consist of furnishing all materials, labor, supervision, tools, equipment and incidentals for the construction of standard manholes, in accordance with the Contract Drawings and Specifications. Included in the work are structural excavation, backfill, and disposal of excess material.

2.0 APPLICABLE DOCUMENTS:

The following publications form a part of this specification and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work.

American Society for Testing and Materials (ASTM)

A 48/A48M	Standard Specification for Gray Iron Casting
C 39/C39M	Standard Specification of Test for Compressive Strength of Cylindrical Concrete Specimens
C 443	Standard Specification for Joints for Circular Concrete Pipe and Manholes Using Rubber Gaskets
C 478	Standard Specification for Precast Reinforced Concrete Manhole Sections
C 497	Standard Test Methods for Concrete Pipe, Manhole Sections, or Tile
C 2922	Density of Soil and Soil Aggregate in Place by the Nuclear Method (Shallow Depths)

American Association of State Highway and Transportation Officials (AASHTO):

M-198 - Standard Specifications for Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealants.

T-99 - Standard Method of Test for the Moisture-Density Relations of Soils Using a (2.5kg) Rammer and (305 mm) Drop.

T-191 - Standard Method of Test for Density of Soil In-Place by the Sand-Cone Method.

3.0 SUBMITTALS

The following tests or data shall be submitted to the Engineer from the Contractor for approval prior to incorporation into the work:

3.1 Certificates: The Contractor shall furnish certificates from supplier certifying the products conform to the required specifications included herein for the following items:

- 3.1.1. Flexible Plastic Gaskets
- 3.1.2. Precast Manhole Bases
- 3.1.3. Precast Manhole Riser Sections
- 3.1.4. Manhole Steps
- 3.1.5. Manhole Frames and Covers (ASTM A 48)
- 3.1.6. Epoxy Grout

3.2 Catalogue Cuts or Brochures: The Contractor shall also submit catalogue cuts or product brochures providing descriptive data, recommended application and use, and installation procedure for the following items:

- 3.2.1. Manhole Frames and Covers
- 3.2.2. Epoxy Grouts
- 3.2.3. Manhole Steps

4.0 MATERIALS

4.1 Manhole Riser Sections: Manhole riser sections shall be precast reinforced sections conforming to ASTM C 478 and as shown on the Contract Drawings.

4.2 Joints: Joints for precast riser sections shall be concrete pipe type flexible plastic gaskets. Joint material shall be performed conforming the requirements of AASHTO M-198. Installation shall be in accordance with manufacturer's recommendations.

4.3 Concrete Manhole Bases: Concrete manhole bases shall be precast or cast-in-place as follows:

4.3.1 Cast-In-Place Manhole Bases and Box Type Bases (if used): Concrete and reinforcing steel shall conform to the requirements of Technical Specifications - CONCRETE.

4.3.2 Precast Concrete Bases: Precast concrete bases shall conform to the requirements of ASTM 478 with reinforcing steel (size and spacing as indicated on the plans).

4.4 Manhole Steps: Manhole steps shall be plastic coated corrosion resistant and shall be installed as shown on the Contract Drawings.

4.5 Cement Grout: Cement grout shall be high strength, non-metallic conforming to Corps of Engineers CRD-C-588. The grout shall be V-3 by W. R. Meadows, Inc., Masterflow 713 by Master Builders or equal.

4.6 Manhole Frame and Covers: Manhole frame and covers shall conform to ASTM A 48 as well as to the following requirements. All frame and covers shall be new when installed for the project.

4.6.1 Standard Manhole Cover and Frame - shall be as manufactured by Dews Foundry, Jackson Standard, Model DF-25 (7) or Vulcan Foundry, Model V-1115, 420 Pounds, marked "SEWER", domestic origin, or equal.

4.6.2 Water Tight Manhole Cover and Frame - shall be as manufactured by Vulcan Foundry, Model V2357, or Dews Foundry, Model DF-25(7) W.T., 410 pounds with neoprene gasket, four 5/8-inch stainless steel bolts recessed into cover. Cover labeled "SEWER", domestic origin, or approved equal.

4.7 Epoxy Grout: Epoxy Grout shall be high strength non-metallic, non-shrinking. The grout shall be as by EMBECO, Inc., SEAL-COAT or approved equal.

4.8 Drop Manholes: Concrete for drop manholes shall conform to the requirements of Technical Specifications - CONCRETE. Pipe and fittings shall be the same material and size as the incoming gravity sewer.

4.9 Flexible Connection: At all sewer connections to manholes, provide gasket flexible watertight connection that allows for differential settlement of the pipe and manhole wall.

4.10 All manholes: All manholes shall be lined inside with a sixteen (16) mil dry film thickness of an acceptable coal tar epoxy system.

5.0 CONSTRUCTION

5.1 Earthwork

5.1.1 General: Excavation shall be to the extent required to allow proper construction of the manhole. Shoring and sheeting shall be utilized where required by Federal, State and local codes and regulations for safe working conditions. In addition, shoring and sheeting shall be required to protect the integrity of adjacent structures or prevent adverse effects on surrounding areas. Dewatering shall be employed to the extent required to allow dry working conditions.

5.1.2 General Excavation: The Contractor shall "lay back" or employ shoring and sheeting as required to assure stability of the excavation. Material shall be stockpiled so as not to surcharge adjoining pipe trenches. Topsoil shall be separated so as to allow

the maximum reuse in grassing operations.

5.1.3 Structural Excavation: The area immediately beneath the manhole bases shall be graded and compacted. Compaction shall be to 96% of maximum laboratory density as determined by AASHTO T 99. Should unsuitable material be encountered, the Engineer may direct that the area be over excavated and filled with stabilization material. Specification for stabilization material and payment for such shall be in accordance with Technical Specifications.

5.1.4 Backfilling: Backfill material shall consist of select backfill in accordance with Technical Specifications. Backfilling shall be uniformly placed around the structure in 10-inch layers and be compacted to 90% of maximum density to full depth in unimproved areas. Backfill in paved areas and within five feet to any edge of pavement shall be compacted to 95% of maximum laboratory density in 8-inch layers to the subgrade line. Refer to Technical Specifications.

5.1.5 Salvage: Manhole frames and covers removed during excavation shall remain the property of the Owner and shall be delivered to a location designated by the Owner. All other items removed shall be disposed of by the CONTRACTOR at his expense.

5.2 Riser Installation: Precast concrete riser sections shall be installed plumb and in accordance with the details shown on the Contract Drawings. Joints shall be installed in accordance with manufacturer's recommendations.

The manhole invert channels shall be formed in the bases, smooth and semi-circular in shape conforming to the inside of the adjacent sewer section. Changes in the direction of flow shall be made with a smooth curve of as large a radius as the size of the manhole will permit. Changes in size and grade of the channels shall be formed directly in the concrete of the manhole base. The joint between the base and riser section shall be sealed with epoxy grout. Clean pea gravel shall be used as the epoxy grout filler.

Standard manhole cut-outs and lifting holes shall be sealed with epoxy grout.

5.3 Cast-In-Place Concrete: Bases, flat tops, and drop manhole risers shall be constructed in accordance with Technical specifications – CONCRETE.

5.4 Manhole Steps: Manhole steps shall be installed during the manufacturing of the riser or cone sections. Risers and cones shall be joined so the steps are vertically aligned.

5.5 Manhole Frame and Covers: Manhole frame and covers shall be set and grouted in place with cement grout. For manholes located in roads or streets, the manhole cover shall be flush with pavement or surface course.

6.0 TESTING

6.1 General: The Contractor shall conduct (and bear the cost of) all testing (Laboratory Approved by the Owner) as directed by the Engineer and furnish results of such tests prior to incorporating the material into the work. All testing is subsidiary to Manhole Payment Items.

6.1.1 Cast-In-Place Concrete Items: The concrete quality testing for manhole bases, drop manholes, and valve boxes shall be tested in accordance with Technical specifications - CONCRETE.

6.1.2 Manhole Risers and Precast Concrete Bases: Manhole risers and precast concrete bases shall be tested for concrete compressive strength. If the place of manufacture is local and reasonably available to the Engineer, Paragraph (a) shall be followed for testing requirements. Should the place of manufacture not be available, Paragraph (b) shall apply.

The contractor shall prepare (in the presence of the Engineer) standard rodded concrete cylinder or cylinders compacted and cured in a similar manner to the manhole sections. Concrete for such cylinders shall be typical fresh concrete mix drawn from the actual casting operation of a riser or base. Cylinders shall be tested in accordance with ASTM C 39. The average compressive strength shall be equal to or greater than the specified design strength (4000 psi). Not more than 10% of the cylinders shall fall below the design strength (4000 psi). In no case shall any cylinder tested fall below 3200 psi. Number of such cylinder tests shall be as follows:

6.1.2.1 One set of cylinders for each day's run castings or

6.1.2.2 One set of cylinders for each 200 linear feet of riser sections manufactured.

6.1.2.3 One set of cylinders per 20 bases or flat tops manufactured.

The Engineer may require additional tests should compressive test results fail.

6.1.3 Earthwork Test: Maximum laboratory density shall be measured in accordance with AASHTO T-99. Field densities shall be determined in accordance with AASHTO T-191 or ASTM D 2992. Standard proctors and field densities shall be performed in accordance with the following schedule.

Standard proctor tests shall be required for earthwork associated with manhole construction. At least two (2) field density tests shall be conducted for earth work associated with each manhole construction.

6.1.4 Inspection for Watertightness: All manholes shall be inspected for watertightness prior to placing into service.

CONCRETE

1. GENERAL

A. This item shall consist of furnishing all materials, labor, supervision, tools, equipment and incidentals and performing all forms of work; furnishing and placing reinforcement, inserts and anchors; mixing, placing, curbing, and furnishing of portland cement concrete.

B. The work includes, but is not necessarily limited to manholes, pumping stations, lift stations and minor concrete work.

2. APPLICABLE DOCUMENTS

The following publications form a part of this Specification and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publication referenced shall apply to the work.

A. American Society for Testing and Materials (ASTM):

A 615 Billet Steel for Concrete Reinforcement

C 31 Making and Curing Concrete Compressive and
Flexural Strength Test Specimens in the Field

C 33 Concrete Aggregates

C-39 Compressive Strength of Molded Concrete Cylinders

C 143 Slump of Portland Cement Concrete

C 150 Portland Cement

B. Mississippi Department of Transportation (MDOT):

Standard Specifications for Road and Bridge Construction Current Edition.

3. SUBMITTALS:

The following data shall be submitted to the Engineer for review prior to incorporation into the work:

A. Letter from the manufacturer certifying the concrete mix conforms to the requirements for Class B concrete as defined in Section 804 of the MDOT Standard Specifications for Road and Bridge Construction.

B. Letter of certificate from the manufacturer certifying that the reinforcing steel conforms to the herein specified requirements.

4. MATERIALS:

A. General: The concrete shall be ready-mix concrete manufactured by a plant for delivery to the site of the work in a plastic state. The Contractor may batch the concrete at the work site by use of portable mixers providing the following requirements are met:

1. Facilities shall be provided to properly weight, proportion and control the components of the concrete mix.

2. The mixer(s) shall be of such capacity so as to allow the complete placement of the plastic concrete mix prior to the initial set of any portion of the particular concrete pour.

B. Concrete Mix: The concrete materials and mix design shall conform to the requirements for Class B Concrete Section 804, MDOT Standard Specifications for Road and Bridge Construction. The compressive strength of the concrete shall be a minimum of 3000 psi at 28 days, or earlier. Type I Portland Cement shall be used in the mix, except where otherwise specified or permitted. Prior to producing any concrete for cast-in-place construction on the project, the Contractor shall submit to the Engineer the proposed mix design and shall obtain Engineer's approval of the mix design.

C. Reinforcing Steel - shall be new stock, deformed bars conforming to ASTM A 615, Grade 40 or Grade 60.

D. Curing Material - shall consist of wetted burlap, wetted cotton mats, plastic sheeting, or an approved liquid membrane material which will satisfactorily keep the new concrete in a moist condition for at least seven (7) days.

5. CONSTRUCTION:

A. Weather Limitations: Concrete shall be placed when the atmospheric temperature is a minimum of thirty-five (35) degrees F. and rising. Newly placed concrete shall be protected from cold temperatures for at least four (4) days at a temperature of not less than forty (40) degrees F.

B. Forms: Forms shall be securely anchored in place and properly aligned. Wood forms shall be oiled prior to placement of fresh concrete mix.

C. Reinforcement: Reinforcing bars shall be securely mounted by the use of chairs or other approved methods so as to not become displaced during placement of concrete mix. The positioning of reinforcing by working the bars into the newly placed concrete mix shall not be allowed.

D. Placement: The plastic concrete mix shall be worked (and vibrated if required) into the formwork. The mix shall be consolidated so as to remove all voids and finished to form a true and level surface.

E. Curing: The hardened concrete shall be kept moist by the use of curing materials for a minimum of seven (7) days.

F. Slump Requirements: The following slump requirement shall apply:
Class B Concrete 2-4 Inches

G. Chamfered Corners: All exposed corners shall be chamfered one (1) inch or as indicated.

H. Finish:

1. All surfaces shall be "floated" to provide a uniform and level surface. Defects (honeycombs, ties, etc.) shall be repaired. No rubbing shall be required.

2. Sidewalks, driveways and other surfaces subject to pedestrian traffic shall be floated as noted in paragraph 1 above and shall receive a "broom" finish.

6. TESTING

The following test shall be required:

A. Slump: The Engineer shall test the concrete mix for conformance to the slump requirements as required. Test shall be in accordance with ASTM C 143.

B. Compressive Strength: The Engineer shall sample the concrete mix and prepare test cylinders for conformance to the compressive strength requirements. The Contractor shall transport the cylinders to the testing laboratory (employed by the Contractor) and have the cylinders tested in accordance with ASTM C 31 and C 39. The results of such test shall be forwarded to the Engineer. Test shall be performed at the following schedule.

One test per 15 cubic yards or major fraction thereof. A minimum of one test for each day of mixing shall be performed.

RESTORATION OF ROADS, DRIVEWAYS, FENCES

LAWNS AND OTHER GRASSED AREAS

1.0 GENERAL

The work under this item of work shall consist of furnishing all necessary materials, labor, supervision, tools, equipment and incidentals for the restoration of roads, driveways, fences, lawns and other grassed areas so as to provide satisfactory repair to all damage caused by general construction work. It is the intent of these Specifications to restore all such features to the general conditions that existed prior to construction activity insofar as practical. It is not the intention of this Specification that trees, which must be cut and removed, be restored. The Contractor is expected to be familiar with the overall area and be satisfied as to the materials required and level of effort needed to accomplish such restoration in accordance with this Specification.

2.0 APPLICABLE PUBLICATIONS

The following publications form a part of this specification and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work:

American Association of State Highway and Transportation Officials (AASHTO).

T 99 The Moisture Density Relations of Soils Using a 5.5lb. (2.5 kg) Rammer and a 12-inch (305 mm) Drop

T 167 Compressive Strength of Bituminous Mixture

T 191 Density of Soil In-Place by the Sand-Cone Method

T 230 Determining Degree of Pavement Compaction of Bituminous Aggregate Mixtures

American Society for Testing and Materials (ASTM)

D 2922 Density of Soil and Soil Aggregate in Place by the Nuclear Method (shallow depths)

Mississippi State Highway Department (MSHD)

Standard Specifications for Road and Bridge Construction, 1990 Edition
Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)

3.0 SUBMITTALS

3.1 Mix Designs: Design mix will be provided by Contractor and approved by Engineer prior to production of asphalt.

4.0 MATERIALS

4.1 Subbase and Base Courses: Subbase and base courses under paved areas shall be as specified in MSHD Specification Section 300.

4.2 Prime Coat: Prime coat shall consist of Grade MC-30 or Grade MS-70 in accordance with the applicable requirements of MDOT Specification Section 408.

4.3 Bituminous Pavement: Bituminous Pavement for roadway and parking areas, wearing and binder courses, shall consist of a mix in accordance with MDOT Specifications Section 403.

Materials shall conform to the following subsection of MDOT Specifications Sections 702 and 703.

Bituminous Materials (AC-20) 702.01
Aggregate

A. BC-1 Binder Course

B. SC-1 for Surface Course
Filler 703.14

C. Topsoil: Topsoil shall be in accordance with Technical Specifications - SEEDING AND SODDING.

E. Seeding and Sodding: Seeding and sodding operations shall be in accordance with Technical Specifications - SEEDING AND SODDING.

SEEDING AND SODDING.

5.0 CONSTRUCTION

5.1 Maintenance of Traffic: Prior to limiting or restricting traffic on any street or road, the Contractor shall obtain permission from the City of Petal. Through or local traffic shall at all times be accommodated by the use of temporary approaches, crossings or detours (if allowed by the City of Petal). Satisfactory (to the Property Owner) ingress and egress to any public or private property shall be properly maintained. Proper barricades, signs and detour signs shall be provided by the Contractor to adequately

warn motorists of obstructions ahead. Lighted (flashing) barricades shall be used at night.

Flagmen shall be provided to direct traffic around equipment and for one-way movement of traffic around equipment and for one-way movement of vehicles. The Contractor may have to stop construction and restore full traffic during certain rush hours.

The Contractor shall at all times (unless otherwise permitted in writing by the City of Petal) maintain open one lane to traffic during construction operations and restore roadways to two-way traffic during non-construction hours.

5.2 Repair of Asphalt/Concrete Streets/Driveways/Parking Lots:

A. Removal and Earthwork: The existing asphalt pavement shall be uniformly saw cut on straight lines and the material shall be removed. Other methods of cutting the existing asphalt surface which will result in a uniform straightedge similar to a sawed cut may be acceptable. Upon completion of the pipe laying, select backfill shall be placed in the excavation in maximum 8-inch lifts and compacted to at least 90% of maximum laboratory density to within one foot of the top subgrade and to 95% of maximum laboratory density in the upper one foot of the subgrade.

Maximum density of typical select backfill material shall be determined in accordance with AASHTO T 191 or ASTM D 2922. Portable mechanical tampers or vibratory compactors shall be used in the trenches. Rollers may be used at street level. Existing base and asphalt surfaces which become undermined during construction shall be removed until firm undisturbed subgrade is reached.

A. Asphaltic Base: Asphaltic base shall be constructed in accordance with MDOT Specification Section 300.

B. Prime Coat: Prime coat shall be applied to exposed existing base material prior to overlay with asphaltic base course in accordance with MDOT Specification Section 408.

C. Tack Coat: Tack coat shall be applied to existing or new asphaltic wearing course and asphaltic base, or concrete which is to require asphalt wearing course.

D. Asphalt Wearing Course: Placement and compaction of the bituminous pavement shall be in accordance with MDOT Specification Section 403.03.

E. Utilities: All utility covers excavated during removal of streets, driveways, parking lots shall be restored to finished grade.

5.3 Driveways and Sidewalks: Driveways and sidewalks shall be repaired in similar manner to the original construction. Asphalt drives shall be saw cut where required and repaired in accordance with Paragraph (b) of this Specification. Concrete drives shall be saw cut or removed to the next joint. The minimum thickness for concrete driveway repair is 6 inches and for sidewalks is 4 inches.

Concrete surfaces shall be properly tooled and receive a broom finish. Installation (if required) of new driveway drainage culvert shall be made only at the direction of the Engineer. The Contractor shall take all reasonable precautions to allow for reuse of existing drainage culverts.

5.4 Repair to Gravel Roads: Gravel roads shall be backfilled and compacted in accordance with Paragraph (B) of this Specification. The final surface shall consist of 12-inch in-place compacted clay gravel. Compaction shall be to 100% of maximum laboratory density in accordance with AASHTO T-99.

5.5 Repair to Lawns:

A. **General:** The Contractor shall exercise extreme care to minimize damage to improved lawns. Trees and shrubs within the limits of work shall be removed only for essential construction requirements. Any shrubs, which are removed or damaged, shall be replaced by satisfactory (to the Property Owner) planting by the contractor. Any grass seed areas, roads, streets, driveways, culverts, fences, water lines, metal boxes or other items (excluding trees unavoidably cut) which are damaged by the Contractor, shall be satisfactorily restored by Contractor. Acceptance of improved lawn repairs shall be based on the firm establishment of live stand of grasses and live growth of any replanted and acceptable shrubs. The Contractor shall water and fertilize such areas until healthy growth of grass (and shrubs, if applicable) is attained.

B. **Grading:** The surface areas shall receive finish grading so the finish topsoil surface (after settlement) will meet the existing contour grade of the area prior to construction. The natural drainage during and after construction shall not be altered so as to cause adverse effects to adjoining properties.

C. **Topsoil:** The Contractor shall strip topsoil and sod and stockpile for later use. Upon completion of trenching over the area. Additional topsoil shall be furnished if required (at no additional cost) to provide a uniform thickness of 3 inches. Lime at a rate of 1 - 1/2 tons per acre and fertilizer (13-13-13) at a rate of 800 pounds per acre shall be applied as needed to further establish grass growth.

D. **Grassing:** Grass seed, sprigs, or sod similar to the existing lawn grasses shall be planted in accordance with the supplier's recommendations. Winter cover grasses such as rye grass shall be applied (in addition to planting the permanent grasses) if seeding, sprigging, or sodding is done at a time of year when the permanent grasses will not actively grow. The type (s) of permanent grasses shall be the same as the grass(es) in

the damaged lawns. If the lawn repairs are accomplished between September 1 and March 1, the Contractor shall continue the restoration work during the next period of March 15 and April 5 and mow the grass and continue the restoration until satisfactory growth of the permanent grass (es) is obtained. Such additional restoration work shall include the 1 - 1/2 tons of lime per acre, application of 13-13-13 fertilizer at a rate of 800 pounds per acre and replanting and watering permanent grass as necessary to obtain satisfactory (to Engineer) growth. No time will be charged against the Contract Time for any such additional restoration work.

E. Sodding:

Sodding shall be in accordance with Technical Specifications: - Seeding and Sodding.

5.6 Erosion Control: During all phases of construction, the Contractor shall adequately protect all work from adverse erosion. Soil shall not be allowed to flow off the limits of work area. The Contractor shall employ the use of ditch checks, matting, temporary grass cover, blankets, or other measures to control erosion. The Contractor shall be responsible to correct damage caused by erosion.

During the construction of this project, all work areas will be strictly monitored. All trench lines will be kept in excellent condition, all streets and drives will receive careful maintenance, keeping potholes and settled areas filled in. Dust control is essential and will also be strictly monitored.

5.7 General Grassing of Unimproved Areas

A. General: The Contractor shall seed and establish grass growth in all disturbed areas in unimproved areas (to include pastures and roadsides). Acceptance of the grass cover shall be based upon the firm establishment of a live stand of grass. The contractor shall water such grass if natural rainfall fails to adequately provide moisture. On slopes and other areas subject to erosion, grassing shall be accomplished as soon as practical (within 48 hours unless weather is prohibiting) after finish grading operations.

B. Grading: The surface area shall receive finish grading so the finish topsoil surface (after settlement) will meet the existing contour grade of the area prior to construction. The natural drainage during and after construction shall not be altered so as to cause adverse effects to adjoining properties.

C. Topsoil: The Contractor shall remove existing topsoil and stockpile for later use. Upon completion of backfilling (to establish contours as before construction), the topsoil shall be uniformly spread back over the area. The Engineer may require additional

topsoil be furnished by the Contractor, if in the opinion of the Engineer, adequate provisions and efforts were not made by the Contractor to stockpile and re-use existing topsoil material.

D Fertilizer and Agricultural Limestone: The Contractor shall uniformly apply 800 lbs. per acre of 13-13-13 fertilizer and also apply two (2) tons per acre of agricultural limestone to the area to be seeded. The fertilizer and limestone shall be tilled into the soil to a depth of four (4) inches.

Seeding: Seed shall be uniformly sown in accordance with Technical Specification - Seeding and Sodding

Sodding: Sod shall be place in accordance with Technical Specification - Seeding and Sodding

E. Mulch Cover: Erosion prone areas such as steep slopes and highway shoulders shall receive a layer of loose straw mulch or equivalent at the rate of one and one-half (1-1/2) tons per acre. The mulch cover shall be established by the application of emulsified asphalt or by "crimping" parts of the material into the soil.

5.8 Miscellaneous Items: Items such as fences, gates, headwalls, paved ditches, and other items shall be replaced or repaired as required for restoration. Should additional fencing material be required, new post and new wire of similar size, type and gauge shall be provided and installed.

5.9 General Care: Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees, which do not have to be removed in the opinion of the Engineer, and which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

6.0 TESTING

6.1 General: All sampling and testing shall be accomplished by the testing laboratory approved by the Owner and employed by the Contractor to perform such services. Results shall be immediately forwarded to the Engineer by the Contractor.

6.2 Earthwork: Earthwork directly involved with road and street repair shall be tested as follows:

A. Moisture Density Relationship (Standard Proctors): Two tests of sampled native material shall be required. Tests shall be in accordance with AASHTO T 99.

B. Field Density: A minimum of two and a maximum of four field density tests shall be required. Density tests shall be in accordance with AASHTO T 191 or ASTM D 2922

C. Topsoil: Two pH tests and two organic content tests (wet combustion method) will be required.

SEEDING AND SODDING

1.0 DESCRIPTION

This item consists of furnishing all labor, supervision, materials, tools, incidentals and equipment and performing all work for topsoiling, tilling, fertilizing, seeding, watering, and otherwise establishing, protecting and maintaining seeded and sodded areas as required by the Contract Drawings and these specifications, and including repair, refertilizing and reseeding as required until final inspection and acceptance of the project.

2.0 SUBMITTALS

Certificates for fertilizer, limestone, seed.

3.0 MATERIAL

3.1 Topsoil: Topsoil shall be the surface layer of soil that is stockpiled by the Contractor during stripping and/or excavation on the site. The topsoil shall be free of subsoil, clay, lumps, stones, brush or seed. Topsoil shall have a pH value of not less than 4.5 nor more than 8.0.

3.2 Lime: Lime shall be ground limestone containing not less than 80% of total carbonates and shall be ground to such fineness that 80% will pass through a No. 10 mesh sieve and 40% will pass through a No. 40 mesh sieve.

3.3 Fertilizer: Fertilizer shall be water soluble commercial carriers of available plant food elements or combinations thereof, as stated herein and shall conform to the applicable state fertilizer laws. They shall be uniform in composition, dry, and free flowing materials in condition for application by suitable equipment. The fertilizer shall be delivered in standard bags or other convenient standard containers, each fully labeled with manufacturer's guaranteed analysis. Any fertilizer shall contain not less than the percentages by weight of the ingredients set out as follows: (1) Nitrogen, 13% (2) Phosphorous P O, 13%, (3) Potash K C, 13%. Invoices for fertilizer will show the kind and have analysis furnished.

3.4 Seed: Seeds with a minimum pure live seed content of 90% shall be used. They shall be of the best grade and of known vitality, purity, and germination and shall be delivered in containers bearing seed tags as required by law showing percentages of germination content and purity of seed as well as percentages of weed seed content.

All seeds shall be free of wild onion, Canadian thistle, Johnson grass, crab grass or other seeds of noxious weeds. All seeds shall be furnished in standard containers, or as acceptable to the Engineer. Seed which has become wet, moldy or otherwise damaged in transit or storage will not be acceptable.

Purity, Germination and Planting Schedule

Spring and Summer Seeding (March 1 to September 1)

<u>Name</u>	<u>Percent Purity</u>	<u>Percent Germination</u>	<u>Mix (Dry Wt. Lbs.) Per Acre</u>
Hulled Bermuda	95	90	20
Pensacola Bahia	95	90	30
TOTAL			50

Fall and Winter Seeding (September 1 to March 1)

<u>Name</u>	<u>Percent Purity</u>	<u>Percent Germination</u>	<u>Mix (Dry Wt. Lbs.) Per Acre</u>
Unhulled Bermuda	95	90	20
Pensacola Bahia	95	90	30
Rye	95	85	15
Crimson Clover	95	85	8
TOTAL			73

Seeding in Existing Lawns: Grass seeds for existing lawns shall be the same as the existing grass.

3.5 Leguminous Inoculants: Inoculation media containing live nitrogen-fixing bacteria shall be supplied with all legume seed. The inoculants shall be standard, pure culture of nitrogen-fixing bacteria. Each kind of legume will require cultural bacteria that are adapted to that particular kind of seed. The bacteria shall be supplied in convenient containers seed. The bacteria shall be supplied inconvenient containers of a proper size to treat the amount of seed to be planted. The legume seeds shall be treated according to the directions, and before the expiration date for use of the media shown on the container.

3.6 Soil for Repairs: for fills or areas to be repaired, soil shall be topsoil of a least equal quality to that which exists in areas adjacent to the area to be repaired.

3.7 Water: Water shall be free from oil, acid, alkali, salt, and other substances harmful to growth of grass, and shall be from a source accepted prior to use.

3.8 Solid Sod: Bermuda or Carpet Grass and shall be native to the locality of the work and shall, when placed be live, fresh, growing grass with at least two and one-half (2-

1/2) inches of soil adhering firmly to the roots. The sod shall be reasonably free from obnoxious weeds or other grasses, and shall not contain any matter deleterious to its growth; or which might affect its subsistence or hardness when transplanted. The sod shall be in blocks at least 3"x 8", and free from ragged edges.

4.0 INSPECTION AND TESTS

4.1 Fertilizer and Limestones: Duplicate copies of material invoices shall be furnished to the Engineer. Invoices shall show quantities and grade of fertilizer, quantity of limestone, percentages of calcium carbonate and magnesium carbonate, as applicable, and the percentages of limestone that pass the No. 40 and the No. 10 mesh sieves. Samples of each lot of fertilizer and limestone shall be furnished for testing. Upon completion of project a final check of total quantities of fertilizer and limestone used will be made against total area treated, and if minimum rates of application have not been met, additional quantities of these materials to make up minimum application specified shall be distributed.

4.2 Seed: Contractor shall furnish to the Engineer duplicate signed copies of statement(s) from vendor(s), certifying that each container of seed delivered is labeled in accordance with Federal Seed Act and is at least equal to requirements specified therein. This certification shall be obtained from vendor and shall be furnished before application.

5.0. PREPARATION OF GROUND SURFACE

5.1 General: Equipment, in good operating condition, shall be used for the proper preparation of the ground and for handling and placing all materials. Equipment shall be acceptable before work is started.

5.2 Topsoiling: Topsoil shall be obtained from job site stockpiles formed during stripping and/or excavation operations and shall be free from subsoil, clay lumps, stones, brush, grasses or weeds, excess acids or alkali, or any other material to subsequent, smooth, grading, planting, and maintenance operations.

5.3 Grading: Previously established grades shall be maintained on the areas to be treated in a true and even condition; necessary repairs shall be made to previously graded areas by means of graders or other approved equipment.

5.4 Tillage: After the areas required to be treated have been brought to the grades shown, the soil shall be tilled to a depth of at least 4 inches by plowing, disking, harrowing, or other acceptable operations until the condition of the soil is acceptable. The work shall be performed only during period when beneficial results are likely to be obtained. When drought, excessive moisture, or other unsatisfactory conditions prevail, the work shall be stopped when directed. Undulations or irregularities in the surface shall be leveled before the next specified operation.

6.0 APPLICATION OF FERTILIZER AND LIMESTONE

6.1 Preplanting fertilization of areas to be seeded: Fertilizer shall be distributed uniformly at a rate of 800 pounds per acre over areas to be seeded and shall be mixed into the soil to a depth of at least 4 inches by disking, harrowing, or other acceptable methods. Application of fertilizer may be part of the operation specified in Section 5.4: TILLAGE of this specifications.

6.2 Liming: Immediately following or simultaneously with incorporation of fertilizer, limestone shall be distributed uniformly at a rate of 4000 pounds per acre, and shall be mixed into the soil to a depth of at least 4 inches by disking, harrowing, or other acceptable methods. Application of limestone along with fertilizer may be part of the operation specified in Section 5.4: TILLAGE of this specifications.

6.3 Leveling: Surface irregularities resulting from tillage, fertilizing, liming, or other operations shall be leveled before seeding.

6.4 Postplanting fertilization: From 40 to 60 days after seeding, ammonium nitrate or its nitrogen equivalent shall be applied uniformly at a rate of 225 pounds per acre over areas seeded. Fertilizer shall be applied when grass blades are dry to minimize burning. The planted area shall be watered to thoroughly moisten the upper 6 inches of the soil surface after the fertilizer is applied.

7.0 PLANTING SEED

7.1 General: A satisfactory method of sowing shall be employed, using approved mechanical power-drawn drills or seeders, or other approved methods. When drills are used, markers or other means shall be provided to ensure that the successive seeded strips will overlap or be separated by a space no greater than 6 inches. When delays in operations extend the work beyond the most favorable planting season for species designated or when conditions are such by reason of drought, high winds, excessive moisture, or other factors that satisfactory results are not likely to be obtained, work shall be halted as directed and resumed only when conditions are favorable or when approved alternate or corrective measure and procedures have been effected. If inspection during or after seeding operations indicates that strips wider than 6 inches have been left unplanted or other areas skipped, additional seed shall be sown.

7.2 Broadcast Seeding: Seeding shall be broadcast either by hand or with acceptable seeding equipment, in combination with fertilizer, or with other acceptable sowing equipment. Seed shall be distributed uniformly over designated areas. Half of the seed shall be sown with sower moving at right angles to first sowing. Seed shall be covered to an average depth of 1/4 inches by brush harrow, spiketooth harrow, chain harrow, cultipacker, hand rake with wood tines, or other approved device. Seed shall not be broadcast during windy weather.

7.3 Drill Seeding: Drill seeding shall be accomplished with approved equipment with drills set not more than 6 inches apart. Seed shall be sown uniformly over designated areas to average depth of 1/4 inch.

7.4 Sodding: All solid sod shall be procured areas where the soil is fertile and contains a high percentage of loamy topsoil, and from areas that have been grazed or mowed sufficiently to form a dense turf.

Mechanical devices, such as sod cutter, may be used for cutting the sod into strips or blocks. Care shall be exercised at all times to retain the native soil on the roots of the sod during the process of excavating, hauling and planting.

The solid sod blocks shall be transplanted within 24 hours from the time of cutting, unless they are stacked at their destination in a manner satisfactory to the Engineer. All solid sod in stacks shall be kept moist and protected from exposure to the air and sun, and from freezing. In no event shall more than two (2) days elapse between the cutting and planting of the solid sod.

Solid sod shall be planted during the period between March 1st and December 15th, unless written permission is given by the Engineer to extend the planting season. The solid sod shall be placed on the prepared surface with the edges in close contact. All cracks between blocks of solid sod shall be closed with small pieces of fresh sod and all cracks too small for sod shall be filled by a light dressing of topsoil. The entire sodded area shall then be compacted and watered to the satisfaction of the Engineer. Rollers, hand tamps or other approved equipment may be used for compacting.

Surfaces of solid sodding which, in the opinion of the Engineer, may slide due to the height and slope of the surface or nature of the soil, shall, upon direction of the Engineer, be "pegged" with wooden pegs driven through the sod blocks into firm earth, sufficiently close to hold the sod in place.

8.0 MAINTENANCE

Seeded areas shall be maintained until all work or designated portions thereof have been completed and accepted. Tall grass and weeds that tend to impede the desired grass species shall be mowed, and any damage resulting from these operations shall be repaired at the Contractor's expense.

9.0 ESTABLISHMENT OF GROWTH

9.1 General : The Contractor shall be responsible for proper care of seeded areas while grass is becoming established for three (3) months after completion of treatment on the entire project, unless desired cover is established in a shorter period of time and the Owner shortens responsibility period. The Contractor shall be responsible for providing a satisfactory stand of grass. A satisfactory stand of grass is determined as a cover of

living grass in which gaps larger than 12 inches square do not occur as determined by an acceptance inspection made at the end of the maintenance period. Maintenance work shall be performed at the Contractor's expense.

9.2 Mowing: Seeded and sodded areas shall be mowed with acceptable mowing equipment to a height of about 4 inches when average height of grass becomes about 8 inches. When amount of cut grass is heavy, grass shall be removed to prevent destruction of underlying turf. If weeds or other undesirable vegetation threatens to impede the growth of planted species, such vegetation shall be mowed, or in case of excessive growth, shall be uprooted, raked and removed from area.

9.3 Refertilizing: The Contractor will determine areas needing refertilization at least 15 days before application is required. Fertilization shall be distributed on designated area during periods when grass is dry. 13-13-13 grade fertilizer shall be applied uniformly at a rate of 800 pounds per acre. Fertilizer conforming to physical condition, packaging and marking as specified hereinbefore shall be provided.

9.4 Reseeding: The Contractor will determine areas requiring reseeding at least 15 days before period specified for reseeding. Seed specified hereinbefore shall be drilled at rates hereinbefore specified, in a manner that will cause minimum disturbance to existing stand of grass, and at an angle of not less than 15 degrees from direction of previously seeded rows.



City of Hattiesburg, MS

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

Master

File Number: 2018-100

File ID: 2018-100

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Deborah Bourne

File Created: 12/21/2017

Brief Title: Approve the sale of grave spaces, Per attached receipts and memo's.

Final Action:

Minute Book Number: MB2018-6

Title:

Approve the sale of graves spaces, Per attached receipts and memo's.

Notes:

Agenda Date: 01/02/2018

Indexes:

Agenda Number: VII.-6

Sponsors:

Enactment Date:

Attachments: Memos (01-02-18), Deeds (01-02-2018), Receipts (01-02-2018), executed Deeds (01-02-2018)

Enactment Number:

Contact:

Meeting Date: 01/02/2018

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/02/2018					

Text of Legislative File 2018-100

Title

Approve the sale of graves spaces, Per attached receipts and memo's.

Summary

Approve the sale of grave spaces, Per attached receipts and memo's.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: December 20, 2017

The following represents the grave spaces sold on December 20, 2017

Royal James Fenton

(1) Space \$ 175.00

North Half (N1/2) of the Northeast Quarter (NE1/4)

Lot 30, Section 28, Highland Cemetery

Linda Coleman

(1) Space \$ 175.00

North Half (N1/2) of the Northeast Quarter (NE1/4)

Lot 106, Section 25, Highland Cemetery

Juanita Curry

(1) Space \$ 175.00

South Half (S1/2) of the Southwest quarter (SW1/4)

Lot 51, Section 34, Highland Cemetery

Bernice Williams

(1) Space \$ 175.00

South Half (S1/2) of the Northeast Quarter (NE1/4)

Lot 43, Section 37, Highland Cemetery

Mildred Short

(2) Spaces \$ 350.00

Northeast Quarter (NE1/4)

Lot 24, Section 29, Highland Cemetery

Mary Etta Ingram

(1) Space \$ 150.00

East Half (E1/2) of the Southwest Quarter (SW1/4)

Lot 143, Section 1, South Hill Cemetery

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Royal James Fenton, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northeast Quarter (NE¼)

Lot 30

Section 28

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of January, 2018.

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 2nd day of January, 2018.

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 Linda Coleman, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northeast Quarter (NE¼)

Lot 106

Section 25

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of January, 2018.

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 2nd day of January, 2018.

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 Juanita Curry, 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 51

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 2nd day of January, 2018.

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 2nd day of January, 2018.

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 Bernice Williams, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northeast Quarter (NE¼)

Lot 43

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 2nd day of January, 2018.

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 2nd day of January, 2018.

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, Mildred Short, 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 24 Section Number 29

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 2nd day of January 2, 2018.

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 2nd day of January, 2018

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 Mary Etta Ingram, 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 Southwest Quarter (SW¼)

Lot Number: 143

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 2nd day of January, 2018.

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 2nd day of January, 2018.

My Commission Expires:

NOTARY PUBLIC

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-15 20 17

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 30 Section No. 28 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$

Price Received \$

CITY OF HATTIESBURG, MISSISSIPPI

By

Supt. of City Cemeteries

cash

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-14 20 17

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 106 Section No. 25 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$

Price Received \$

CITY OF HATTIESBURG, MISSISSIPPI

By

Supt. of City Cemeteries

CK # 3485

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-15 20 17

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ SW $\frac{1}{4}$ Lot No. 51 Section No. 34 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$

Price Received \$

CITY OF HATTIESBURG, MISSISSIPPI

By

Supt. of City Cemeteries

CK # 12648

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12/19/ 20 17

SOLD TO:

Mr. Mrs. Miss Bernice Williams

ADDRESS 215 Lula St Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NE 1/4 Lot No. X 4131^{1/2} 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 Deborah Burre
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12/19/ 20 17

SOLD TO:

Mr. Mrs. Miss Mildred Short

ADDRESS 105 Southview Drive, Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

— 1/2 NE 1/4 Lot No. 24 Section No. 29 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

Ck # 1675

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Burre
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-11 20 17

SOLD TO:

Mr. Mrs. Miss Mary Etta Ingram

ADDRESS 486 Eatonville Rd Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 SW 1/4 Lot No. 143 Section No. 1 in South Hill Cemetery

Number of grave spaces 1 Price per grave space \$ 150.00

Price Received \$ 150.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By Dorothy Burre
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 Royal James Fenton, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northeast Quarter (NE¼)

Lot 30

Section 28

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of January, 2018.

ATTEST.


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

(S E A L)

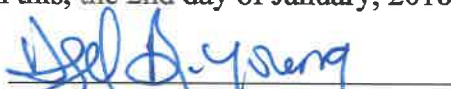
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of January, 2018.

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 Linda Coleman, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N¹/₂) of the Northeast Quarter (NE¹/₄)

Lot 106

Section 25

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of January, 2018.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of January, 2018.

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 Juanita Curry, 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 51

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 2nd day of January, 2018.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

(S E A L)

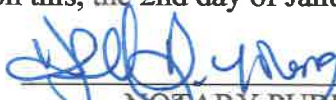
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of January, 2018.

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, Mildred Short, 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 24 Section Number 29

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.

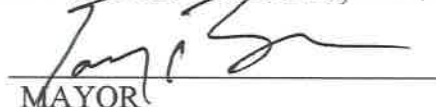
WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of January 2, 2018.

ATTEST:



CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

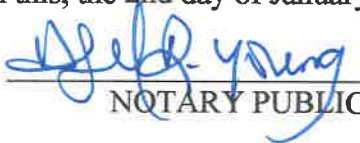
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of January, 2018

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 Mary Etta Ingram, 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 Southwest Quarter (SW¼)

Lot Number: 143

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 2nd day of January, 2018.

ATTEST:



CITY CLERK
(S E A L)

CITY OF HATTIESBURG, MISSISSIPPI

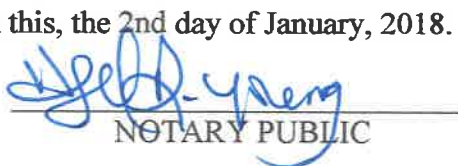

MAYOR

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 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 2nd day of January, 2018.

My Commission Expires


NOTARY PUBLIC

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-15 2017

SOLD TO:

Mr. Mrs. Miss

Royal James Fenton
ADDRESS 710 Hall Ave. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NE 1/4 Lot No. 30 Section No. 28 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By

Daryl Balan
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-14 2017

SOLD TO:

Mr. Mrs. Miss

Linda Coleman
ADDRESS 113 Lexington Drive Hattiesburg, MS 39404

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NE 1/4 Lot No. 106 Section No. 25 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CK # 3485

CITY OF HATTIESBURG, MISSISSIPPI

By

Daryl Balan
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-15 2017

SOLD TO:

Mr. Mrs. Miss

Tianita Curry
ADDRESS 622 New Orleans Street Hattiesburg, MS

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 51 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CK # 12648

CITY OF HATTIESBURG, MISSISSIPPI

By

Daryl Balan
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 12/19/ 20 17

SOLD TO:

Mr. Mrs. Miss Bernice Williams

ADDRESS 215 Lula St Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NE 1/4 Lot No. 4137 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 Deborah Borne
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 12/19/ 20 17

SOLD TO:

Mr. Mrs. Miss Mildred Short

ADDRESS 105 Southview Drive, Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NE 1/4 Lot No. 24 Section No. 29 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

ck # 1675

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Borne
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 12-11 20 17

SOLD TO:

Mr. Mrs. Miss Mary Etta Ingram

ADDRESS 486 Eatonville Rd Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 SW 1/4 Lot No. 143 Section No. 1 in South Hill Cemetery

Number of grave spaces 1 Price per grave space \$ 150.00

Price Received \$ 150.00

CASH

CITY OF HATTIESBURG, MISSISSIPPI

By Doris Borne
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-15 20 17

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 30 Section No. 28 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By

Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-14 20 17

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 106 Section No. 25 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CK# 3485

CITY OF HATTIESBURG, MISSISSIPPI

By

Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-15 20 17

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ SW $\frac{1}{4}$ Lot No. 51 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CK# 12648

CITY OF HATTIESBURG, MISSISSIPPI

By

Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12/19/ 20 17

SOLD TO:

Mr., Mrs. Miss Bernice Williams

ADDRESS 215 Lula St 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. Y 4131e 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 Deborah Burre
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12/19/ 20 17

SOLD TO:

Mr., Mrs. Miss Mildred Short

ADDRESS 105 Southview Drive, Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

— $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 24 Section No. 29 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

ck # 1675

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Burre
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 12-11 20 17

SOLD TO:

Mr., Mrs. Miss Mary Etta Ingram

ADDRESS 486 Eatonville Rd Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

E $\frac{1}{2}$ SW $\frac{1}{4}$ Lot No. 143 Section No. 1 in South Hill Cemetery

Number of grave spaces 1 Price per grave space \$ 150.00

Price Received \$ 150.00

CASH

CITY OF HATTIESBURG, MISSISSIPPI

By Dorothy Burre
Supt. of City Cemeteries



City of Hattiesburg, MS

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

Master

File Number: 2018-110

File ID: 2018-110

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 12/27/2017

Brief Title: Claims docket ending 12-31-2017

Final Action:

Minute Book Number: MB2018-6

Title:

Approve claims docket for the period ending December 31, 2017.

Notes:

Agenda Date: 01/02/2018

Indexes:

Agenda Number: VII.-7

Sponsors:

Enactment Date:

Attachments: 1-2-17 Claims Docket

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	01/02/2018					

Text of Legislative File 2018-110

Title

Approve claims docket for the period ending December 31, 2017.

Summary

Claims Docket ending 12/31/2017

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING DECEMBER 31, 2017

Page - 1
Date - 12/27/17

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND							
00001 A A A AMBULANCE SERVICE	17-60866 DAN	00175935	17002052	SRV 10/11/17 DANIELS PRISONER	12/31/17	261557	333.12-
00001 A A A AMBULANCE SERVICE	17-61586 LEG	00175935	17002053	SRV 10/14/17 LEGGETT PRISONER	12/31/17	261557	302.58-
A A A AMBULANCE SERVICE							
Sum							635.70-
00001 AAMCO TRANS/AUTOMOTIVE S	136247	00175252	17001914	REPRS U#16966 HEALTH	12/31/17	261558	129.95-
00001 AAMCO TRANS/AUTOMOTIVE S	105676	00173674	17001947	REPRS U#18331 POLICE	12/31/17	261558	190.00-
00001 AAMCO TRANS/AUTOMOTIVE S	105805	00175203	17001987	REPRS U#18323 POLICE	12/31/17	261558	554.51-
00001 AAMCO TRANS/AUTOMOTIVE S	105824	00175376	17001988	REPRS U#17568 POLICE	12/31/17	261558	1,111.55-
AAMCO TRANS/AUTOMOTIVE S							
Sum							1,986.01-
00001 ADVANCED JANITORIAL SERV	101192 CITY	00175905	17001959	SERVS 12/17 CITY HALL/ENGR	12/31/17	261559	1,925.00-
00001 ADVANCED JANITORIAL SERV	101192 TRAFF	00175905	17001960	SERVS 12/17 TRAFFIC/CONSTR	12/31/17	261559	250.00-
ADVANCED JANITORIAL SERV							
Sum							2,175.00-
00001 AFFORDABLE EMERGENCY LIG	1027	00175814	17001989	REPRS U#18202 POLICE	12/31/17	261561	261.97-
AFFORDABLE EMERGENCY LIG							
Sum							261.97-
00001 AIRDESIGNS SIGN & GRAFFI	505619	00170466	17001881	PARKING SIGNS MUN COURT	12/31/17	261563	80.00-
AIRDESIGNS SIGN & GRAFFI							
Sum							80.00-
00001 AIRGAS USA LLC (NORDAN S	9070670198	00175497	17001903	WELDING WIRE FIRE DEPT	12/31/17	261564	37.82-
AIRGAS USA LLC (NORDAN S							
Sum							37.82-
00001 ALLBRITTON CHAIN SAW & L	54103	00175658	17001815	REPRS U#20033 CEMETERY	12/31/17	261565	91.95-
ALLBRITTON CHAIN SAW & L							
Sum							91.95-
00001 ANIMAL MEDICAL CENTER	18729 270564	00175688	17001807	SERVICES POLICE K-9	12/31/17	261568	95.10-
ANIMAL MEDICAL CENTER							
Sum							95.10-
00001 AT&T	601M81832701	02018204	17001824	MNTHLY SERV 12/17 VARI DEPTS	12/31/17	261569	12,858.74-
00001 AT&T	601545491010	02018213	17001863	SERV 12/8/17-1/7/18 DISPATCH	12/31/17	261570	167.44-
00001 AT&T	601M26940440	00020183	17001864	SERV 12/8/17-1/7/18 POLICE	12/31/17	261571	76.00-
00001 AT&T	601M26684200	00175795	17001886	INTERACT SOFTWARE SUPPORT	12/31/17	261572	6,790.00-
00001 AT&T	601M26491400	00175795	17001887	INTERACT SOFTWARE SUPPORT	12/31/17	261573	47.00-
00001 AT&T	056314932900	02018223	17002020	LONG DIST 12/17 POL DISPATCH	12/31/17	261574	42.03-
AT&T							
Sum							19,981.21-
00001 AT&T CAPITAL SERVICES	3025824 12/0	00175796	17001889	HPD INTERACT SOFTWARE	12/31/17	261575	12,556.56-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING DECEMBER 31, 2017

Page - 2
Date - 12/27/17

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
AT&T CAPITAL SERVICES							
Sum							12,556.56-
00001 AT&T MOBILITY	287273861504	00175741	17001837	GPS TRACKING 11/17 VARI DEPTS	12/31/17	261576	4,811.06-
AT&T MOBILITY							
Sum							4,811.06-
00001 AUTO ARMATURE SERVICE IN	10426	00175665	17001829	STARTER U#16094 CEMETERY	12/31/17	261577	109.95-
AUTO ARMATURE SERVICE IN							
Sum							109.95-
00001 AUTOMOTIVE GLASS SPECIAL	I219676	00175675	17001878	INSTALL GLASS U#19887 SANIT	12/31/17	261578	145.00-
AUTOMOTIVE GLASS SPECIAL							
Sum							145.00-
00001 BARRACUDA NETWORKS INC	1870993	00175726	17001888	BARRACUDE EMAIL SECURITY	12/31/17	261581	1,470.00-
BARRACUDA NETWORKS INC							
Sum							1,470.00-
00001 BATTERIES PLUS BULBS #63	634-121750	00175842	17001997	KEY BATTERY U#17530 PUB WORKS	12/31/17	261582	92.95-
BATTERIES PLUS BULBS #63							
Sum							92.95-
00001 BIG IRON DIESEL REPAIR L	RO2309	00175560	17001998	REPR PTS U#19755 STREET	12/31/17	261586	210.32-
00001 BIG IRON DIESEL REPAIR L	RO2304	00175561	17001999	REPRS U#20089/20074 STREET	12/31/17	261586	95.00-
00001 BIG IRON DIESEL REPAIR L	RO2305	00175561	17002000	REPRS U#20070/20068 STREET	12/31/17	261586	95.00-
00001 BIG IRON DIESEL REPAIR L	RO2306	00175561	17002001	REPRS U#20073/20071 STREET	12/31/17	261586	95.00-
00001 BIG IRON DIESEL REPAIR L	RO2307	00175561	17002002	REPRS U#20090/20072 STREET	12/31/17	261586	95.00-
00001 BIG IRON DIESEL REPAIR L	RO2308	00175561	17002003	REPRS U#200691/20069 STREET	12/31/17	261586	95.00-
00001 BIG IRON DIESEL REPAIR L	RO2303	00175562	17002005	REPRS U#13982 SANIT	12/31/17	261586	466.50-
00001 BIG IRON DIESEL REPAIR L	RO2301	00175651	17002006	REPRS U#19755 SANIT	12/31/17	261586	285.00-
00001 BIG IRON DIESEL REPAIR L	RO2302	00175651	17002007	REPRS U#14405 SANIT	12/31/17	261586	308.88-
BIG IRON DIESEL REPAIR L							
Sum							1,745.70-
00001 BODY TECH INC	4750 PO#1755	00175586	17001899	ADDL REPRS U#19705 POLICE	12/31/17	261588	395.82-
00001 BODY TECH INC	4750 PO#1758	00175845	17001990	REPRS U#19343 POLICE	12/31/17	261588	590.00-
BODY TECH INC							
Sum							985.82-
00001 BRACKMAN MOWER WAREHOUSE	35517	00175667	17001827	REPR PTS U#19292	12/31/17	261591	166.15-
00001 BRACKMAN MOWER WAREHOUSE	34313	00173572	17001909	REPR PTS HEALTH DIV STOCK	12/31/17	261591	479.79-
00001 BRACKMAN MOWER WAREHOUSE	35511	00174661	17001911	REPRS U#19292 STREET	12/31/17	261591	385.61-
00001 BRACKMAN MOWER WAREHOUSE	34269	00173418	17001915	REPR PTS SHOP STOCK	12/31/17	261591	296.00-
BRACKMAN MOWER WAREHOUSE							
Sum							1,327.55-
00001 BROADDUS & ASSOCIATES	LEGAL FEES 1	00175785	17001892	LEGAL FEES 11/17	12/31/17	261593	10,031.25-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING DECEMBER 31, 2017

Page - 3
Date - 12/27/17

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
BROADDUS & ASSOCIATES Sum							10,031.25-
00001 BRUNINI	225117	00175941	17002049	LEGAL FEES 11/17	12/31/17	261594	37,376.78-
BRUNINI Sum							37,376.78-
00001 C D W GOVERNMENT	LBL6880	00174375	17001928	SCANSNAP FOR NCIC ROOM POLICE	12/31/17	261597	442.79-
C D W GOVERNMENT Sum							442.79-
00001 CANON FINANCIAL SERVICES	18091075	00175844	17001922	COPIER 12/17 PURCHASING	12/31/17	261598	115.00-
CANON FINANCIAL SERVICES Sum							115.00-
00001 CANON SOLUTIONS AMERICA	4024455567	00175846	17001923	COPIER MAINT PURCHASING DEPT	12/31/17	261599	41.29-
CANON SOLUTIONS AMERICA Sum							41.29-
00001 CARQUEST AUTO PARTS STOR	14758-101049	00175659	17001830	BATTERY U#16094 CEMETERY	12/31/17	261600	44.99-
00001 CARQUEST AUTO PARTS STOR	14758-101231	00175742	17001916	REPR PTS U#9125 CEMETERY	12/31/17	261600	56.32-
CARQUEST AUTO PARTS STOR Sum							101.31-
00001 CARROT TOP INDUSTRIES IN	36290700	00174151	17001904	FLAGS FIRE DEPT	12/31/17	261601	444.64-
CARROT TOP INDUSTRIES IN Sum							444.64-
00001 CINTAS CORPORATION #J66	J6656613	00175835	17001932	UNIFORMS 12/18 TRAFFIC	12/31/17	261605	88.30-
00001 CINTAS CORPORATION #J66	J6656613	00175835	17001933	UNIFORMS 12/18 PUBLIC WORKS	12/31/17	261605	81.32-
00001 CINTAS CORPORATION #J66	J6656613	00175835	17001934	UNIFORMS 12/18 PUBLIC WORKS	12/31/17	261605	35.66-
00001 CINTAS CORPORATION #J66	J6656613	00175835	17001935	UNIFORMS 12/18 PUBLIC WORKS	12/31/17	261605	10.00-
00001 CINTAS CORPORATION #J66	J6656613	00175835	17001936	UNIFORMS 12/18 SHOP	12/31/17	261605	40.44-
00001 CINTAS CORPORATION #J66	J6656613	00175835	17001937	UNIFORMS 12/18 CONSTR	12/31/17	261605	77.83-
00001 CINTAS CORPORATION #J66	J6656613	00175835	17001938	UNIFORMS 12/18 SANIT	12/31/17	261605	160.39-
00001 CINTAS CORPORATION #J66	J6656613	00175835	17001939	UNIFORMS 12/18 HEALTH	12/31/17	261605	170.29-
00001 CINTAS CORPORATION #J66	J66566165	00175891	17001971	MATS 12/18 TRAFFIC	12/31/17	261605	7.90-
00001 CINTAS CORPORATION #J66	J66566162	00175891	17001972	MOP/MAT 12/18 GO&FS	12/31/17	261605	24.96-
00001 CINTAS CORPORATION #J66	J66566164	00175891	17001973	MOP/MAT 12/18 SANIT	12/31/17	261605	24.04-
CINTAS CORPORATION #J66 Sum							721.13-
00001 CITY OF HATTIESBURG FUND TRF 2ND 12/1	02018214	17001880	TRF 2ND 12/17	PAYROLL	12/19/17	112388	1,061,619.39-
CITY OF HATTIESBURG FUND Sum							1,061,619.39-
00001 CITY OF HATTIESBURG FUND TRF EDA GRAN	02018216	17001942	TRF EDA GRANT FUNDS		12/21/17	112387	228,347.86-

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CITY OF HATTIESBURG FUND Sum							228,347.86-
00001 CLEAR CHANNEL RADIO-(IHE	4611726548	00175780	17001900	ADVERTISING FOR POLICE ACDMY	12/31/17	261606	1,008.00-
CLEAR CHANNEL RADIO-(IHE Sum							1,008.00-
00001 COLLINS & NULL APPRAISAL	3203	00175752	17001843	APPRAISALS BUSCHMAN/MAIN ST	12/31/17	261607	1,500.00-
COLLINS & NULL APPRAISAL Sum							1,500.00-
00001 COMCAST CABLEVISION OF H	839641073089	00175830	17001890	CABLE SERV 12/17 CITY HALL	12/31/17	261608	118.95-
COMCAST CABLEVISION OF H Sum							118.95-
00001 COMSOUTH	19038	00175566	17001820	REPR RADIOS CONSTR DEPT	12/31/17	261609	110.75-
COMSOUTH Sum							110.75-
00001 D P S CRIME LAB	90065375	00175816	17001898	ANALYTICAL FEES POLICE DEPT	12/31/17	261613	900.00-
00001 D P S CRIME LAB	90065374	00175854	17001930	FIRE SCENE EVIDENCE ANALYSIS	12/31/17	261613	60.00-
D P S CRIME LAB Sum							960.00-
00001 DILLARD, ROBERT	TRAVEL REIMB	00175750	17001838	EXPNS ENGINE CO OPER CLASS	12/31/17	261614	110.49-
DILLARD, ROBERT Sum							110.49-
00001 ECONOMY SUPPLY CO	286006	00175358	17001908	SPRAY PAINT PUBLIC WORKS	12/31/17	261617	34.86-
ECONOMY SUPPLY CO Sum							34.86-
00001 EMERGENCY EQUIPMENT PROF	431326	00175220	17001818	APPLIANCE REPR PTS FIRE DEPT	12/31/17	261619	1,272.11-
00001 EMERGENCY EQUIPMENT PROF	428052	00175852	17001931	REPRS U#20315 FIRE DEPT	12/31/17	261619	375.00-
00001 EMERGENCY EQUIPMENT PROF	430484	00174540	17001967	REPR PTS U#18099/STOCK	12/31/17	261619	159.99-
00001 EMERGENCY EQUIPMENT PROF	431479	00175896	17001993	SCBA EQUIP SERVICE/PARTS	12/31/17	261619	645.60-
00001 EMERGENCY EQUIPMENT PROF	431494	00175774	17002039	REPR PTS U#13933 FIRE DEPT	12/31/17	261619	1,604.92-
EMERGENCY EQUIPMENT PROF Sum							4,057.62-
00001 EMERGENCY MEDICAL PRODUC	1952587	00175476	17001901	MEDICAL SUPP FIRE DEPT	12/31/17	261620	599.50-
EMERGENCY MEDICAL PRODUC Sum							599.50-
00001 EQUIFAX INFORMATION SERV	4605728	00175900	17001962	ONLINE INVESTIGATION	12/31/17	261622	6.20-
EQUIFAX INFORMATION SERV Sum							6.20-

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00001 FASTENAL COMPANY	MSHAT204749	00175585	17001825	BATTERIES SCBA UNITS FIRE DEP	12/31/17	261625	147.64-
FASTENAL COMPANY Sum							147.64-
00001 FEDERAL EXPRESS	6-015-88053	00175684	17001804	SERVS 11/29/17 M/ADM	12/31/17	261626	73.75-
00001 FEDERAL EXPRESS	5-987-34986	00175751	17001844	SERV 11/1/17 ENGR DEPT	12/31/17	261626	22.17-
FEDERAL EXPRESS Sum							95.92-
00001 FIRE STORE(WITMER ASSOC	1828071	00172324	17001991	COLLAR INSIGNIA CHIEF OFFICER	12/31/17	261629	41.33-
FIRE STORE(WITMER ASSOC Sum							41.33-
00001 FUELMAN OF MS	BG127044 NP5	00175817	17001896	FUEL CHGS 12/4-10/17 POLICE	12/31/17	261631	70.28-
00001 FUELMAN OF MS	BG127044 NP5	00175943	17002050	FUEL CHGS 12/11-17/17 POLICE	12/31/17	261631	52.06-
FUELMAN OF MS Sum							122.34-
00001 FV RECYCLING	2017-56096	00175731	17001846	RECYCLE FEES 12/17 SANIT	12/31/17	261632	41.25-
00001 FV RECYCLING	2017-56105	00175731	17001847	RECYCLE FEES 12/17 SANIT	12/31/17	261632	53.25-
00001 FV RECYCLING	2017-56111	00175731	17001848	RECYCLE FEES 12/17 SANIT	12/31/17	261632	46.25-
00001 FV RECYCLING	2017-56163	00175731	17001849	RECYCLE FEES 12/17 SANIT	12/31/17	261632	19.00-
00001 FV RECYCLING	2017-56162	00175731	17001850	RECYCLE FEES 12/17 SANIT	12/31/17	261632	52.00-
00001 FV RECYCLING	2017-56164	00175731	17001851	RECYCLE FEES 12/17 SANIT	12/31/17	261632	25.00-
FV RECYCLING Sum							236.75-
00001 GARNER LUMLEY ELECTRIC S	544760	00175674	17002041	ELEC SUPP CLINIC LIGHTS	12/31/17	261633	35.37-
GARNER LUMLEY ELECTRIC S Sum							35.37-
00001 GILLILANDS ELECTRONICS S	65580	00175867	17001924	CABLE SRV #1FIRE TIME CLOCK	12/31/17	261634	75.00-
00001 GILLILANDS ELECTRONICS S	65175	00175892	17001957	KEYPAD BATTERIES MUN COURT	12/31/17	261634	75.00-
00001 GILLILANDS ELECTRONICS S	65646	00175899	17001970	COMPUTER CABLES #4 FIRE STA	12/31/17	261634	240.75-
00001 GILLILANDS ELECTRONICS S	65655	00175929	17002018	MNTHLY PHONE RENT POLICE DEPT	12/31/17	261634	884.99-
GILLILANDS ELECTRONICS S Sum							1,275.74-
00001 GLADDEN LAW OFFICE PLLC	0163	00175884	17001983	SRVS PLANN/ZONING/OTHER ISSUE	12/31/17	261635	2,027.00-
GLADDEN LAW OFFICE PLLC Sum							2,027.00-
00001 GUTHRIE, STEPHEN	TRAV ADVANCE	00175890	17001958	TRAV ADV APA CONF NEW ORLEANS	12/31/17	261637	958.00-
GUTHRIE, STEPHEN Sum							958.00-
00001 H'BURG AMERICAN (SUBSCRI	HA8535405	00175908	17002015	ANNUAL SUBSCRIPT CITY HALL	12/31/17	261639	222.76-

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H'BURG AMERICAN (SUBSCRI Sum							222.76-
00001 H'BURG CLINIC PA (PRISON	1100944170	B 00175934	17002054	SRV 9/11/17 BUFKIN PRISONER	12/31/17	261640	15.00-
00001 H'BURG CLINIC PA (PRISON	1100944190	B 00175934	17002055	SRV 9/11/17 BUFKIN PRISONER	12/31/17	261640	295.00-
00001 H'BURG CLINIC PA (PRISON	1100944170	B 00175934	17002056	SRV 9/11/17 BUFKIN PRISONER	12/31/17	261640	90.00-
00001 H'BURG CLINIC PA (PRISON	1100944200	B 00175934	17002057	SRV 9/11/17 BUFKIN PRISONER	12/31/17	261640	1,197.00-
H'BURG CLINIC PA (PRISON Sum							1,597.00-
00001 HATTIESBURG HYDRAULICS I	72314	00175699	17001917	REPRS U#13562 CEMETERY	12/31/17	261644	1,198.69-
00001 HATTIESBURG HYDRAULICS I	72056	00175142	17002010	REPR PTS U#16010 CEMETERY	12/31/17	261644	74.31-
00001 HATTIESBURG HYDRAULICS I	71469	00174038	17002011	REPR PTS U#43 CEMETERY	12/31/17	261644	33.76-
00001 HATTIESBURG HYDRAULICS I	72055	00175138	17002012	REPRS U#15856 CEMETERY	12/31/17	261644	450.22-
HATTIESBURG HYDRAULICS I Sum							1,756.98-
00001 HOLMES, DAVID B.(REFUNDS	CEMETERY SPA	02018211	17001833	BUY BACK CEMETERY SPACE	12/19/17	112383	350.00-
HOLMES, DAVID B.(REFUNDS Sum							350.00-
00001 HOME DEPOT	3040530	00175455	17001867	WET/DRY PRO VACS POLICE SHOP	12/31/17	261646	278.00-
00001 HOME DEPOT	8040509	00175402	17001868	LIGHT BULTS LAKEVIEW BLDG	12/31/17	261646	76.97-
00001 HOME DEPOT	5040518	00175437	17001870	POST HOLE DIGGERS TRAFF DEPT	12/31/17	261646	191.82-
00001 HOME DEPOT	3040533	00175492	17001876	FLOOR SCRAPERS CONSTR DEPT	12/31/17	261646	94.41-
HOME DEPOT Sum							641.20-
00001 HUB CITY SPOKES	80690	00175815	17001882	CITY WIDE ADS AND NOTICES	12/31/17	261647	1,200.76-
00001 HUB CITY SPOKES	80690 12/31/	00175945	17002048	CITY WIDE ADS AND NOTICES	12/31/17	261647	146.76-
HUB CITY SPOKES Sum							1,347.52-
00001 INDOFF INC	3041716	00175271	17001862	OFFICE SUPP PUBLIC WORKS	12/31/17	261648	489.10-
INDOFF INC Sum							489.10-
00001 IRBY, STUART C CO	S010520633.0	00175683	17002034	AAA BATTERIES CONSTR DEPT	12/31/17	261650	138.85-
00001 IRBY, STUART C CO	S010538648.0	00175861	17002040	ELEC SUPP AIRPT OILPIT LIGHTS	12/31/17	261650	171.26-
00001 IRBY, STUART C CO	S010540395.0	00175862	17002042	ELEC SUPP AIRPORT LIGHTS	12/31/17	261650	38.73-
IRBY, STUART C CO Sum							348.84-
00001 JACKSON, ROOSEVELT III	531995	00175633	17002036	PAINT REPRS MUN COURT BLDG	12/31/17	261651	3,285.00-
JACKSON, ROOSEVELT III Sum							3,285.00-
00001 JOHNNY'S WRECKER SERVICE	35156	00175715	17001826	TOWING U#14700 FIRE DEPT	12/31/17	261654	175.00-

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JOHNNY'S WRECKER SERVICE							
Sum							175.00-
00001 K & K TRUCK-TRAILER PART	67539	00175705	17002033	REPR PTS U#16237 STREET	12/31/17	261656	116.02-
K & K TRUCK-TRAILER PART							
Sum							116.02-
00001 LANCASTER'S MACHINE & WE	23382	00175797	17001941	REPR CHIPPER U#14808 CEM	12/31/17	261659	520.00-
00001 LANCASTER'S MACHINE & WE	23373	00175519	17001950	MATLS DIXIE ROAD COVER	12/31/17	261659	300.00-
00001 LANCASTER'S MACHINE & WE	23374	00175520	17001951	DRAIN COVER 107 3RD AVE	12/31/17	261659	100.00-
LANCASTER'S MACHINE & WE							
Sum							920.00-
00001 LARRY'S WRECKER SERVICE	3961	00175906	17001965	TOWING U#19349 POLICE	12/31/17	261660	55.00-
00001 LARRY'S WRECKER SERVICE	18201	00175906	17001966	TOWING U#18201 POLICE	12/31/17	261660	55.00-
LARRY'S WRECKER SERVICE							
Sum							110.00-
00001 LINEBARGER GOGGAN BLAIR	11/30/2017	02018215	17001920	POLICE FINES COLL.FEE	12/31/17	261662	156.78-
LINEBARGER GOGGAN BLAIR							
Sum							156.78-
00001 LOCAL GOVERNMENT SERVICE	1699	00175786	17001893	REVIEW AT&T WTR/TOWER LEASE	12/31/17	261663	2,000.00-
LOCAL GOVERNMENT SERVICE							
Sum							2,000.00-
00001 LOCAL IMPACT ANALYTICS	208-2	00173891	17002023	AD VALOREM TAX EXEMPT ANALYS	12/31/17	261664	1,820.00-
00001 LOCAL IMPACT ANALYTICS	43009	00173891	17002024	GASB STMT IMPACT ANALYSIS	12/31/17	261664	250.00-
LOCAL IMPACT ANALYTICS							
Sum							2,070.00-
00001 MAC PAPERS	390394	00175354	17001839	SUPP STORM WATER MAILOUT	12/31/17	261667	38.72-
00001 MAC PAPERS	389584	00174623	17001857	SECURITY ENVELOPES MUN COURT	12/31/17	261667	172.50-
00001 MAC PAPERS	389397	00174462	17001858	STATIONERY ENVELOPES M/ADM	12/31/17	261667	116.20-
00001 MAC PAPERS	389505	00174569	17001859	WINDOW ENVELOPES	12/31/17	261667	49.73-
00001 MAC PAPERS	390700	00175593	17001894	CHRISTMAS CARD ENVELOPES	12/31/17	261667	40.12-
00001 MAC PAPERS	390898	00175765	17002021	CHRISTMAS CARD ENVELOPES/SUPP	12/31/17	261667	199.52-
MAC PAPERS							
Sum							616.79-
00001 MADDOX, GINGER	TRAV ADVANCE	00175889	17001980	TRAV ADV APA CONF NEW ORLEANS	12/31/17	261668	1,038.00-
MADDOX, GINGER							
Sum							1,038.00-
00001 MAIN STREET RESTORATION, PO#175871	12	00175871	17001927	HBRG AMERICAN BLDG PURCHASE	12/31/17	261669	16,276.17-
MAIN STREET RESTORATION,							
Sum							16,276.17-

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00001 MCCURDY, RONNIE	PO#175385	11	00175385	17002029 REMOVE/INSTALL #2 FIRE DRVWAY	12/31/17	261673	6,950.00-
MCCURDY, RONNIE Sum							6,950.00-
00001 MCELHANEY PLUMBING INC	262186		00175524	17001877 CAST IRON CUTTER CONSTR DEPT	12/31/17	261674	25.00-
00001 MCELHANEY PLUMBING INC	262787		00175668	17001946 NUTS/BOLTS POLICE STOCK	12/31/17	261674	72.29-
00001 MCELHANEY PLUMBING INC	263059		00175866	17002038 PLUMB SUPP LEAK REPR C HALL	12/31/17	261674	37.84-
MCELHANEY PLUMBING INC Sum							135.13-
00001 MID SOUTH UNIFORM & SUPP	569944		00174582	17001860 UNIFORMS POLICE STOCK/HARRIS	12/31/17	261677	2,207.00-
00001 MID SOUTH UNIFORM & SUPP	570540		00175305	17001897 SHOULDER BOARD EPAULETS STOCK	12/31/17	261677	216.40-
00001 MID SOUTH UNIFORM & SUPP	570398		00175120	17001929 UNIFORMS ASST CHIEF SEALY	12/31/17	261677	777.49-
00001 MID SOUTH UNIFORM & SUPP	570700		00175447	17001985 L/S SHIRTS VARI POLICE/STOCK	12/31/17	261677	196.50-
MID SOUTH UNIFORM & SUPP Sum							3,397.39-
00001 MS LAW ENFORCEMENT OFFIC	REG RUPLE-BI		00175678	17001808 RUPLE-BICE INVESTIGATOR PROG	12/31/17	261684	1,500.00-
MS LAW ENFORCEMENT OFFIC Sum							1,500.00-
00001 MS MUNICIPAL WORKERS' CO	9033		00175718	17001822 WORKERS COMP 2ND INSTLMNT	12/31/17	261685	246,949.00-
MS MUNICIPAL WORKERS' CO Sum							246,949.00-
00001 MS POWER COMPANY	12/17 GENERA		00020186	17001976 MNTHLY ELEC-GENERAL	12/31/17	261686	105,601.57-
MS POWER COMPANY Sum							105,601.57-
00001 MS STATE DEVELOPMENT AUT	GRANT#R-103-		02018209	17001832 HCL LEVERAGE LENDER, LLC	12/19/17	112382	10,117.67-
MS STATE DEVELOPMENT AUT Sum							10,117.67-
00001 MULTITECH OFFICE MACHINE	17120074		00175286	17001865 PRINTER SUPP INFO TECH	12/31/17	261687	980.40-
MULTITECH OFFICE MACHINE Sum							980.40-
00001 NAPA AUTO PARTS	5930-568985		00175655	17001869 ENGINE STAND FIRE MECH SHOP	12/31/17	261690	64.99-
00001 NAPA AUTO PARTS	568239		00175197	17001902 SHOP GREASE FIRE MECHANIC	12/31/17	261690	499.70-
00001 NAPA AUTO PARTS	568114		00175081	17001905 REPR PTS U#18489/20088 FIRE	12/31/17	261690	265.35-
00001 NAPA AUTO PARTS	568226		00175143	17001906 MAINT SUPP U#13560 FIRE DEPT	12/31/17	261690	124.76-
NAPA AUTO PARTS Sum							954.80-
00001 NEWELL PAPER COMPANY	4016552		00175543	17001819 ABSORBANT OIL DRY FOR SHOP	12/31/17	261693	481.00-
00001 NEWELL PAPER COMPANY	4017267		00175810	17002022 PAPER TOWELS ACCTG/PURCHASING	12/31/17	261693	158.64-
00001 NEWELL PAPER COMPANY	4017377		00175888	17002025 FLOOR MATS POLICE BLDG	12/31/17	261693	399.16-

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NEWELL PAPER COMPANY							
Sum							1,038.80-
00001 OFFICE DEPOT INC	2137074466	00175513	17001883	OFFICE SUPP ACCTG DEPT	12/31/17	261694	93.91-
00001 OFFICE DEPOT INC	2137479250	00175474	17001895	OFFICE SUPP POLICE DEPT	12/31/17	261694	212.52-
OFFICE DEPOT INC							
Sum							306.43-
00001 OFFICE PRODUCTS PLUS	814036-0	00175406	17001801	OFFICE SUPP MUN COURT	12/31/17	261696	566.47-
00001 OFFICE PRODUCTS PLUS	814036-1	00175406	17001802	OFFICE SUPP MUN COURT	12/31/17	261696	15.19-
00001 OFFICE PRODUCTS PLUS	814587-0	00175406	17001803	OFFICE SUPP MUN COURT	12/31/17	261696	17.85-
00001 OFFICE PRODUCTS PLUS	814957-0	00175550	17001873	OFFICE SUPP PUBLIC WORKS	12/31/17	261696	487.26-
00001 OFFICE PRODUCTS PLUS	811780-0	00174792	17001912	OFFICE SUPP ENGR DEPT	12/31/17	261696	93.44-
00001 OFFICE PRODUCTS PLUS	814024-0	00175390	17001913	OFFICE SUPP ENGR DEPT	12/31/17	261696	86.37-
00001 OFFICE PRODUCTS PLUS	804267-0	00172551	17001918	OFFICE SUPP P/F ACADEMY	12/31/17	261696	65.99-
00001 OFFICE PRODUCTS PLUS	808998-0	00174115	17001919	OFFICE SUPP FIRE DEPT	12/31/17	261696	7.88-
00001 OFFICE PRODUCTS PLUS	813756-0	00175307	17001945	DOOR DECALS POLICE DEPT	12/31/17	261696	42.97-
00001 OFFICE PRODUCTS PLUS	813588-0	00175307	17001955	OFFICE SUPP/DOOR DECALS	12/31/17	261696	63.92-
00001 OFFICE PRODUCTS PLUS	813588-1	00175307	17001956	OFFICE SUPP/DOOR DECALS	12/31/17	261696	75.96-
00001 OFFICE PRODUCTS PLUS	805851-0	CRE 00174210	17001978	CREDIT RETURN	12/31/17	261696	345.51
00001 OFFICE PRODUCTS PLUS	809125-0	00174210	17001979	PRINTER PURCHASING DEPT	12/31/17	261696	450.00-
OFFICE PRODUCTS PLUS							
Sum							1,627.79-
00001 OWENS BUSINESS MACHINES	343669	00175679	17001805	COPIER 12/17 M/ADM	12/31/17	261697	187.00-
00001 OWENS BUSINESS MACHINES	343670	00175679	17001806	COPIER 11/17 M/ADM	12/31/17	261697	15.89-
OWENS BUSINESS MACHINES							
Sum							202.89-
00001 PEARL RIVER VALLEY EPA (	12/17 GENERA	00020186	17002013	MNTHLY 12/17 PUBLIC SERVICES	12/31/17	261699	1,321.64-
PEARL RIVER VALLEY EPA (							
Sum							1,321.64-
00001 PHILLIPS CAR CARE CENTER	43075	00173527	17001885	REPRS T BLAND UNIT LOSS CNTRL	12/31/17	261700	508.10-
PHILLIPS CAR CARE CENTER							
Sum							508.10-
00001 PINE BELT OIL COMPANY IN	10515781	00175575	17001799	GAS FOR FUEL STATION	12/31/17	261703	6,823.26-
00001 PINE BELT OIL COMPANY IN	10515791	00175575	17001800	DIESEL FOR FUEL STATION	12/31/17	261703	6,457.95-
00001 PINE BELT OIL COMPANY IN	10525227	00175737	17001977	DIESEL FOR FUEL STATION	12/31/17	261703	7,398.08-
PINE BELT OIL COMPANY IN							
Sum							20,679.29-
00001 PINEBELT DOOR & HARDWARE	12791	00174325	17001986	REPLACE DOOR P/F ACADEMY	12/31/17	261704	545.00-
PINEBELT DOOR & HARDWARE							
Sum							545.00-
00001 PITNEY BOWES INC-METER R	33049744589	00175851	17001926	MAIL METER LEASE 9/17-12/17	12/31/17	261705	1,206.87-
PITNEY BOWES INC-METER R							

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Sum							1,206.87-
00001 PRECISION FAB & REFURBIS	014	00175666	17001813	REPR CAB DOOR U#19887 SANIT	12/31/17	261707	650.00-
PRECISION FAB & REFURBIS							650.00-
Sum							650.00-
00001 PUCKETT RENTS	634140	00175853	17002035	CAT EXCAVATOR TOOTH CEMETERY	12/31/17	261709	47.91-
PUCKETT RENTS							47.91-
Sum							47.91-
00001 QUILL CORPORATION	3275115	00175662	17001884	ENVELOPES FOR 1099'S ACCTG	12/31/17	261711	57.56-
QUILL CORPORATION							57.56-
Sum							57.56-
00001 REGIONS BANK (SANITATION	001-0000902-	02018205	17001831	GARB TRK LEASE DUE 12/17	12/19/17	112381	41,376.52-
REGIONS BANK (SANITATION							41,376.52-
Sum							41,376.52-
00001 RJ YOUNG COMPANY	2228040	00175832	17001921	COPIER 11/14-12/13 CITY CLERK	12/31/17	261715	298.00-
00001 RJ YOUNG COMPANY	INV2228041	00175838	17001940	COPIER 11/14-12/13 ENGR DEPT	12/31/17	261715	318.00-
00001 RJ YOUNG COMPANY	INV2214315	00175876	17001981	COPIER 11/6-12/5 PLANNING	12/31/17	261715	369.00-
00001 RJ YOUNG COMPANY	INV2222428	00175912	17002019	COPIER 12/17-12/18 PUB WORKS	12/31/17	261715	1,419.85-
RJ YOUNG COMPANY							2,404.85-
Sum							2,404.85-
00001 ROGERS, KEVIN	TITLE OPINIO	00175877	17001994	TITLE OPINIONS LAND CODE	12/31/17	261717	500.00-
00001 ROGERS, KEVIN	TITLE OPINIO	00175877	17001995	TITLE OPINIONS LAND CODE	12/31/17	261717	1,000.00-
ROGERS, KEVIN							1,500.00-
Sum							1,500.00-
00001 SACKS OUTDOOR SUPPLY	RC1000111862	00175730	17002009	FLASHLIGHTS/PHONE CASES	12/31/17	261718	399.92-
00001 SACKS OUTDOOR SUPPLY	RC1000108023	00168120	17002016	UNIFORMS POLICE MAINT/SHOP	12/31/17	261718	880.77-
00001 SACKS OUTDOOR SUPPLY	20789	00172480	17002017	CLOTH ALLOW HOLLIMAN POLICE	12/31/17	261718	64.97-
SACKS OUTDOOR SUPPLY							1,345.66-
Sum							1,345.66-
00001 SCOTTS HYDRAULIC SERVICE	31741	00175708	17001879	REPRS U#20090 SANIT	12/31/17	261720	651.10-
SCOTTS HYDRAULIC SERVICE							651.10-
Sum							651.10-
00001 SHERWIN-WILLIAMS COMPANY	3438-6	00175246	17001948	FIRE HYDRANT PAINT	12/31/17	261722	1,698.97-
00001 SHERWIN-WILLIAMS COMPANY	3752-0	00175878	17001992	FIRE HYDRANT PAINT	12/31/17	261722	41.31-
SHERWIN-WILLIAMS COMPANY							1,740.28-
Sum							1,740.28-
00001 SHOWS DEARMAN & WAITS IN	20008	00175761	17001840	SRV 10/22-11/30 EPA RESPONSE	12/31/17	261724	4,287.50-
00001 SHOWS DEARMAN & WAITS IN	20005	00175763	17001841	SRV 10/22-11/30 DRNGE ISSUES	12/31/17	261724	2,625.00-
00001 SHOWS DEARMAN & WAITS IN	20000	00175764	17001842	SRV 10/22-11/30 GORDON CREEK	12/31/17	261724	2,625.00-

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00001 SHOWS DEARMAN & WAITS IN	19985	00175755	17001845	SRV 10/22-11/30 GORDON CREEK	12/31/17	261724	6,137.50-
SHOWS DEARMAN & WAITS IN Sum							15,675.00-
00001 SLR15 RIFLES	338	00174084	17001809	AR15 MAINT TOOL KIT P/F ACDMY	12/31/17	261725	365.00-
SLR15 RIFLES Sum							365.00-
00001 SMITH BROS. COLLISION CN	5200(A)	00173200	17001963	REPRS U#17569 POLICE	12/31/17	261726	3,613.25-
00001 SMITH BROS. COLLISION CN	5200(B) AND	00175902	17001964	ADDL AMT DUE PO#173200	12/31/17	261726	2,031.24-
SMITH BROS. COLLISION CN Sum							5,644.49-
00001 SOUTH MS EMERGENCY PHYSI	158696011/27	00175936	17002058	SRV 11/5/15 JOHNSON PRISONER	12/31/17	261728	293.00-
00001 SOUTH MS EMERGENCY PHYSI	SHM032703532	00175936	17002059	SRV 10/14/17 LEGGETT PRISONER	12/31/17	261728	931.00-
00001 SOUTH MS EMERGENCY PHYSI	SHM032206282	00175936	17002060	SRV 9/19/17 LONDON PRISONER	12/31/17	261728	931.00-
00001 SOUTH MS EMERGENCY PHYSI	SHM032134276	00175936	17002061	SRV 9/14/17 BASSETT PRISONER	12/31/17	261728	730.00-
00001 SOUTH MS EMERGENCY PHYSI	188952527/27	00175939	17002062	SRV 6/9/17 TRUSSELL PRISONER	12/31/17	261728	1,095.00-
SOUTH MS EMERGENCY PHYSI Sum							3,980.00-
00001 SOUTHEASTERN CONCRETE CO	29921	00175409	17002026	CONCRETE #2 FIRE STA DRIVEWAY	12/31/17	261729	4,202.50-
00001 SOUTHEASTERN CONCRETE CO	29922	00175629	17002027	CONCRETE #2 FIRE STA DRIVEWAY	12/31/17	261729	1,640.00-
00001 SOUTHEASTERN CONCRETE CO	29734	00173942	17002030	CONCRETE CITY WIDE USE	12/31/17	261729	820.00-
00001 SOUTHEASTERN CONCRETE CO	29753	00173942	17002031	CONCRETE CITY WIDE USE	12/31/17	261729	2,101.25-
00001 SOUTHEASTERN CONCRETE CO	29817	00173942	17002032	CONCRETE CITY WIDE USE	12/31/17	261729	307.50-
SOUTHEASTERN CONCRETE CO Sum							9,071.25-
00001 SOUTHERN AUTOMATED SYSTE	201710021	00174424	17001817	JUDGES BENCH ORDER CUSTOM RPT	12/31/17	261730	1,999.00-
SOUTHERN AUTOMATED SYSTE Sum							1,999.00-
00001 SOUTHERN PINE ELECTRIC P	12/17 GENERA	00020185	17001975	MNTHLY 12/17 PUBLIC SERVICES	12/31/17	261732	54.40-
SOUTHERN PINE ELECTRIC P Sum							54.40-
00001 SOUTHERN PINES ANIMAL SH	12/17	00175670	17001814	HANDLING,HOUSING 12/17	12/31/17	261733	9,716.00-
SOUTHERN PINES ANIMAL SH Sum							9,716.00-
00001 SOUTHERN TIRE MART #9 (M	9027653	00175649	17002004	TIRES U#13514 CONSTR	12/31/17	261734	544.64-
SOUTHERN TIRE MART #9 (M Sum							544.64-
00001 SOUTHERN TIRE MART LLC	9027542	00175551	17001821	TRAILER TIRE U#18607 CMTERY	12/31/17	261735	96.96-
00001 SOUTHERN TIRE MART LLC	9024704	00175663	17001828	REPR PTS U#13029 & U#14768	12/31/17	261735	43.95-
00001 SOUTHERN TIRE MART LLC	11139453	00175664	17001874	TIRE REPR U#5800 STREET	12/31/17	261735	465.81-

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00001 SOUTHERN TIRE MART LLC	9027784(A)	00175792	17001953	TIRES/OIL CHANGE U#19308 DOA	12/31/17	261735	266.79-
00001 SOUTHERN TIRE MART LLC	9027784(B)	00175826	17001954	ADDL AMT DUE PO#175792	12/31/17	261735	63.70-
00001 SOUTHERN TIRE MART LLC	11139440	00175648	17001968	TIRES U#18098 FIRE DEPT	12/31/17	261735	1,322.16-
00001 SOUTHERN TIRE MART LLC	11139473	00175722	17001969	TIRES U#14516 FIRE DEPT	12/31/17	261735	791.80-
00001 SOUTHERN TIRE MART LLC	11135468	00174152	17001974	TIRES VARI PUB WORKS UNITS	12/31/17	261735	5,690.00-
00001 SOUTHERN TIRE MART LLC	9026521	00174412	17002043	TIRES 15920 REPRS 18547/18035	12/31/17	261735	572.76-
SOUTHERN TIRE MART LLC Sum							9,313.93-
00001 SPEEDY PRINTING & SIGNS	24397	00173360	17001866	DEPOT ADDRESS PLAQUE	12/31/17	261736	135.00-
00001 SPEEDY PRINTING & SIGNS	24763	00175645	17001872	SIGN UPDATE MAYOR'S NAME P/W	12/31/17	261736	90.00-
SPEEDY PRINTING & SIGNS Sum							225.00-
00001 SPIRE ENERGY	12/17 GENERA	00020186	17002014	MNTHLY GAS-GENERAL	12/31/17	261737	630.74-
SPIRE ENERGY Sum							630.74-
00001 STANDARD OFFICE SUPPLY C	0073036-001	00174053	17001835	COAT RACKS/BOOKCASE MUN COURT	12/31/17	261738	669.97-
00001 STANDARD OFFICE SUPPLY C	0073170-001	00174053	17001836	FILE CABINET/SIDE CHAIRS	12/31/17	261738	573.68-
00001 STANDARD OFFICE SUPPLY C	0073050-001	00174053	17001852	FURNITURE/FILE CABINET-JUDGE	12/31/17	261738	918.59-
00001 STANDARD OFFICE SUPPLY C	0073050-002	00174053	17001853	CREDIT	12/31/17	261738	918.59
00001 STANDARD OFFICE SUPPLY C	0073051-001	00174053	17001854	BOOKCASE MUN COURT	12/31/17	261738	349.99-
00001 STANDARD OFFICE SUPPLY C	0073051-002	00174053	17001855	CREDIT	12/31/17	261738	349.99
00001 STANDARD OFFICE SUPPLY C	0074293-001	00175716	17001907	DESK CALENDARS TRAFFIC DEPT	12/31/17	261738	27.25-
00001 STANDARD OFFICE SUPPLY C	0073761-001	00175037	17001943	OFFICE SUPP URBAN DEV	12/31/17	261738	61.99-
00001 STANDARD OFFICE SUPPLY C	0074283-001	00175037	17001944	OFFICE SUPP URBAN DEV	12/31/17	261738	258.10-
00001 STANDARD OFFICE SUPPLY C	0074167-001	00175671	17002037	OFFICE SUPP RISK MGMT	12/31/17	261738	186.21-
STANDARD OFFICE SUPPLY C Sum							1,777.20-
00001 STAPLES	8047701931	00175386	17001811	OFFICE SUPP LAND CODE	12/31/17	261739	47.73-
STAPLES Sum							47.73-
00001 STRIBLING EQUIPMENT CO L	RS006017810:	00175456	17001875	REPRS U#20152 STREET	12/31/17	261740	1,142.62-
STRIBLING EQUIPMENT CO L Sum							1,142.62-
00001 SUNBELT FIRE INC	307207	00173872	17001861	REPR PTS U#15064 FIRE DEPT	12/31/17	261742	377.60-
SUNBELT FIRE INC Sum							377.60-
00001 TEMPLE INC	INV0170036	00175117	17001871	LOOP SEALANT GUNS TRAFF DEPT	12/31/17	261745	1,052.00-
TEMPLE INC Sum							1,052.00-
00001 TRI-TECH INC	153741	00175828	17002051	BLOOD/URINE SPECIMEN KITS	12/31/17	261748	543.25-

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TRI-TECH INC Sum							543.25-
00001 UNIVERSITY OF MISSISSIPP	4203	00175748	17001834	COURT LAW HANDBOOKS	12/31/17	261753	80.00-
UNIVERSITY OF MISSISSIPP Sum							80.00-
00001 UNIVERSITY TIRE & SERVIC	519385	00175740	17001996	REPRS U#14683 LAND CODE	12/31/17	261754	804.84-
UNIVERSITY TIRE & SERVIC Sum							804.84-
00001 VERIZON WIRELESS	9796350314	00175833	17001925	SERV GIS DEPT IPAD	12/31/17	261755	181.99-
VERIZON WIRELESS Sum							181.99-
00001 VULCAN MATERIALS CO	50374860	00175458	17001949	LIMESTONE CITY WIDE USE	12/31/17	261757	3,381.64-
VULCAN MATERIALS CO Sum							3,381.64-
00001 WAGE HOUR ASSESSMENTS AN CH	1217-012	00175883	17001984	RETAINER FEE 12/17	12/31/17	261758	500.00-
WAGE HOUR ASSESSMENTS AN Sum							500.00-
00001 WAL-MART STORES INC	006227	00175388	17002044	CHRISTMAS DECOR POLICE DEPT	12/31/17	261759	256.24-
00001 WAL-MART STORES INC	003147	00175288	17002045	REFRSHMNTS ASST CHIEF SEALY	12/31/17	261759	191.56-
00001 WAL-MART STORES INC	002923	00175324	17002046	CHRISTMAS DECOR P/F ACADEMY	12/31/17	261759	214.70-
00001 WAL-MART STORES INC	009982	00175448	17002047	CHRISTMAS DECOR FIRE ADM OFFC	12/31/17	261759	62.89-
WAL-MART STORES INC Sum							725.39-
00001 WATERS INTERNATIONAL TRU	08P845637	00175516	17001910	REPR PTS U#13982 STREET	12/31/17	261761	1,524.00-
00001 WATERS INTERNATIONAL TRU	08P845770	00175542	17001952	REPR PTS VARI SANIT UNITS	12/31/17	261761	784.10-
00001 WATERS INTERNATIONAL TRU	08P846420	00175849	17002028	REPR PTS U#18099 FIRE DEPT	12/31/17	261761	164.22-
WATERS INTERNATIONAL TRU Sum							2,472.32-
00001 WATKINS & EAGAR	383377	00175713	17001823	LEGAL FEES 11/17	12/31/17	261762	633.75-
WATKINS & EAGAR Sum							633.75-
00001 WEDGEWORTH DEVELOPMENT L MB#	2014/198	02018210	17001856	DL RNWL STATION LEASE PYMT	12/31/17	261764	1,100.00-
WEDGEWORTH DEVELOPMENT L Sum							1,100.00-
00001 WHEELER'S JANITORIAL SUP	0401589	00175462	17001891	JANIT SUPP TRAIN DEPOT	12/31/17	261765	131.50-
WHEELER'S JANITORIAL SUP Sum							131.50-

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00001	WORKWELL SERVICES (NEW V			36680	00175696	17001810	FIRE FIGHTERS PHYSICALS	12/31/17	261766	275.00-
00001	WORKWELL SERVICES (NEW V			37041	00175898	17001961	POST ACCIDENT DRUG SCREEN	12/31/17	261766	83.00-
WORKWELL SERVICES (NEW V Sum										358.00-
00001	98 WASTE LLC			1012	00175879	17002008	RUBBISH DISPOSAL SANIT	12/31/17	261767	8,848.00-
98 WASTE LLC Sum										8,848.00-
Sum										1,969,968.34-

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PARKS & RECREATION FUND							
00002 AGRI-AFC LLC	5414054	00175700	17000346	FERTILIZER DUNCAN LAKE	12/31/17	261562	150.50-
AGRI-AFC LLC							150.50-
Sum							
00002 ANDERSON RETAIL INC	120634	00174797	17000338	FLOOR MATLS TATUM SOC RESTRM	12/31/17	261567	1,647.88-
ANDERSON RETAIL INC							1,647.88-
Sum							
00002 BENNETT'S LOCK & KEY SHO	0065716	00175714	17000326	KEYS/LOCKS GRNDS MAINT	12/31/17	261584	510.37-
BENNETT'S LOCK & KEY SHO							510.37-
Sum							
00002 BLOSSMAN GAS INC	2542950	00175521	17000320	FORKLIFT GAS TATUM SOC RESTRM	12/31/17	261587	34.00-
BLOSSMAN GAS INC							34.00-
Sum							
00002 CARQUEST AUTO PARTS STOR	14758-101103	00175673	17000327	REPR PTS U#9603 TRUCK	12/31/17	261600	109.84-
CARQUEST AUTO PARTS STOR							109.84-
Sum							
00002 CITY OF HATTIESBURG FUND	TRF 2ND 12/1	02018214	17000335	TRF 2ND 12/17 PAYROLL	12/19/17	311696	50,446.55-
CITY OF HATTIESBURG FUND							50,446.55-
Sum							
00002 COMSOUTH	187826	00174542	17000328	RADIO REPRS GRNDS MAINT	12/31/17	261609	300.00-
00002 COMSOUTH	187826(B)	00174736	17000329	ADDL AMT DUE PO#174542	12/31/17	261609	100.00-
00002 COMSOUTH	19042	00175777	17000348	RADIO REPR U#16327 GRNDS MNT	12/31/17	261609	198.35-
COMSOUTH							598.35-
Sum							
00002 COURTESY MOTORS INC	470452	00175479	17000339	REPR PTS U#9603 TRUCK	12/31/17	261610	89.96-
COURTESY MOTORS INC							89.96-
Sum							
00002 ELKINS WHOLESALE INC	333798-00	00175398	17000337	JANIT SUPP GRNDS MAINT	12/31/17	261618	164.78-
ELKINS WHOLESALE INC							164.78-
Sum							
00002 FASTENAL COMPANY	MSHAT203226	00173988	17000321	SAFETY APPAREL MOBILE FESTIVL	12/31/17	261625	464.69-
FASTENAL COMPANY							464.69-
Sum							
00002 FEDEX OFFICE AND PRINT S	0908378725	00174460	17000343	MAIL SENIOR NEWSLETTERS 11/12	12/31/17	261627	477.27-
FEDEX OFFICE AND PRINT S							477.27-
Sum							

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00002 FLOWERS BY MARIAM	39676	00165688	17000323	RIBBON CUTTING BOW TATUM OFFC	12/31/17	261630	35.00-
FLOWERS BY MARIAM Sum							35.00-
00002 H'BURG DOWNTOWN ASSN	PO#175036 11	00175036	17000330	TREE LIGHTING PROGRAM DECOR	12/31/17	261641	500.00-
H'BURG DOWNTOWN ASSN Sum							500.00-
00002 INDOFF INC	3045122	00175515	17000342	COMPUTER SUPP GRNDS MAINT	12/31/17	261648	167.44-
INDOFF INC Sum							167.44-
00002 KEELING COMPANY (HATTIES	S3276270.001	00173320	17000331	PLUMB SUPP TATUM BASEBALL	12/31/17	261657	53.30-
00002 KEELING COMPANY (HATTIES	S3285730.001	00174470	17000332	PLUMB SUPP TATUM SOFTBALL	12/31/17	261657	84.39-
00002 KEELING COMPANY (HATTIES	S3301265.001	00174470	17000333	PLUMB SUPP TATUM SOFTBALL	12/31/17	261657	103.96-
00002 KEELING COMPANY (HATTIES	S3310595.001	00175000	17000344	SPRINKLERS TATUM BASEBALL	12/31/17	261657	255.52-
KEELING COMPANY (HATTIES Sum							497.17-
00002 MS POWER COMPANY	12/17 PKS/RE	00020186	17000345	MNTHLY ELEC-PARKS & REC	12/31/17	261686	11,669.05-
MS POWER COMPANY Sum							11,669.05-
00002 OFFICE DEPOT INC	2139553923	00175514	17000349	OFFICE SUPP REC MAINT	12/31/17	261694	85.98-
OFFICE DEPOT INC Sum							85.98-
00002 PATE, JERRY TURF & IRRIG	24006	00174755	17000324	REPR PT U#13472 SAND PRO	12/31/17	261698	367.12-
00002 PATE, JERRY TURF & IRRIG	26996	00175709	17000340	REPR PTS U#13472 SAND PRO	12/31/17	261698	44.42-
PATE, JERRY TURF & IRRIG Sum							411.54-
00002 PRISM PRODUCTS	109950	00173719	17000325	TRASH RECEPT/BENCHES D/TOWN	12/31/17	261708	3,941.00-
PRISM PRODUCTS Sum							3,941.00-
00002 SHERWIN-WILLIAMS COMPANY	3802-3	00175126	17000350	BALLFIELD PAINT	12/31/17	261722	426.25-
SHERWIN-WILLIAMS COMPANY Sum							426.25-
00002 SOUTH MS ART ASSN (SMAA) ASSOCIATION		00175924	17000347	CONTRACT 10/16-9/17	12/31/17	261727	13,000.00-
SOUTH MS ART ASSN (SMAA) Sum							13,000.00-
00002 TURNER, JASON	10/31/17	00174596	17000336	SOUND SYST TREE LIGHTING 11/30	12/19/17	311698	650.00-
TURNER, JASON							

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INTL ASSN OF ARSON INVES	375.00-
Sum	375.00-
Sum	375.00-

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WATER & SEWER OPERATION/MAINT. 00009 ADVANCED JANITORIAL SERV	101192	WTR B	00175905	17000380 SERVS 12/17 WTR BILLING OFFC	12/31/17	261559	495.00-
ADVANCED JANITORIAL SERV Sum							495.00-
00009 AFFORDABLE AUTO CARE	15667		00175058	17000366 REPRS U#15667 LAGOON	12/31/17	261560	166.00-
AFFORDABLE AUTO CARE Sum							166.00-
00009 AT&T MOBILITY	287273861504		00175741	17000350 GPS TRACKING 11/17 WTR PLANT	12/31/17	261576	170.00-
AT&T MOBILITY Sum							170.00-
00009 BLOSSMAN GAS INC	1904915		00173816	17000342 PROPANE PLANT FORKLIFT	12/31/17	261587	72.00-
00009 BLOSSMAN GAS INC	2364113		00175186	17000343 PROPANE PLANT FORKLIFT	12/31/17	261587	72.00-
BLOSSMAN GAS INC Sum							144.00-
00009 BONNER ANALYTICAL TESTIN	64802		00175677	17000340 TESTING 11/17 N&S LAGOONS	12/31/17	261589	277.75-
BONNER ANALYTICAL TESTIN Sum							277.75-
00009 BRACKMAN MOWER WAREHOUSE	29868		00171174	17000362 MOWER BLADES WTR PLANT	12/31/17	261591	67.79-
00009 BRACKMAN MOWER WAREHOUSE	33761		00172793	17000363 REPR MOWER WTR PLANT	12/31/17	261591	892.78-
BRACKMAN MOWER WAREHOUSE Sum							960.57-
00009 CENTRAL PIPE SUPPLY INC	S100123277.0		00175506	17000387 PLUMB SUPP TRANS STOCK	12/31/17	261602	4,393.23-
00009 CENTRAL PIPE SUPPLY INC	S100123277.0		00175506	17000388 PLUMB SUPP TRANS STOCK	12/31/17	261602	399.87-
CENTRAL PIPE SUPPLY INC Sum							4,793.10-
00009 CERTIFIED LABORATORIES	2954219		00175469	17000351 CHEMICALS SEWER DEPT	12/31/17	261603	8,709.00-
00009 CERTIFIED LABORATORIES	2939653		00175162	17000373 WTR TRTMT CHEMICALS LAGOONS	12/31/17	261603	8,770.00-
00009 CERTIFIED LABORATORIES	2897846		00174158	17000379 CHEMICALS LAGOONS	12/31/17	261603	9,481.75-
CERTIFIED LABORATORIES Sum							26,960.75-
00009 CINTAS CORPORATION #J66	J66565379		00175711	17000345 UNIFORMS 12/11 TRANS	12/31/17	261605	89.77-
00009 CINTAS CORPORATION #J66	J66565380		00175711	17000346 MOP/MAT 12/11 PLANT	12/31/17	261605	13.93-
00009 CINTAS CORPORATION #J66	J66565379		00175711	17000347 UNIFORMS 12/11 PLANT	12/31/17	261605	41.21-
00009 CINTAS CORPORATION #J66	J66565379		00175711	17000348 UNIFORMS 12/11 SEWER	12/31/17	261605	47.80-
00009 CINTAS CORPORATION #J66	J66565379		00175711	17000349 UNIFORMS 12/11 LAGOON	12/31/17	261605	66.88-
00009 CINTAS CORPORATION #J66	J66566160		00175779	17000357 UNIFORMS 12/18 TRANS	12/31/17	261605	78.73-
00009 CINTAS CORPORATION #J66	J66566161		00175779	17000358 MOP/MAT 12/18 PLANT	12/31/17	261605	13.93-
00009 CINTAS CORPORATION #J66	J66566160		00175779	17000359 UNIFORMS 12/18 PLANT	12/31/17	261605	51.65-
00009 CINTAS CORPORATION #J66	J66566160		00175779	17000360 UNIFORMS 12/18 SEWER	12/31/17	261605	47.80-
00009 CINTAS CORPORATION #J66	J66566160		00175779	17000361 UNIFORMS 12/18 LAGOON	12/31/17	261605	25.81-
00009 CINTAS CORPORATION #J66	J66564383		00175847	17000369 UNIFORMS 11/30 WTR SERV MEN	12/31/17	261605	28.74-

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00009 CINTAS CORPORATION #J66	J66565165	00175847	17000370	UNIFORMS 12/07 WTR SERV MEN	12/31/17	261605	28.74-
00009 CINTAS CORPORATION #J66	J66565943	00175847	17000371	UNIFORMS 12/14 WTR SERV MEN	12/31/17	261605	26.64-
CINTAS CORPORATION #J66 Sum							561.63-
00009 CITY OF HATTIESBURG FUND TRF 2ND 12/1	02018214	17000353	TRF 2ND 12/17 PAYROLL	12/19/17	22080		87,671.86-
CITY OF HATTIESBURG FUND Sum							87,671.86-
00009 COURTESY MOTORS INC	227320	00174867	17000354	REPRS U#20049 WTR BILLING	12/31/17	261610	1,350.15-
00009 COURTESY MOTORS INC	227603	00174946	17000355	WTR PUMP REPR WTR BILL UNIT	12/31/17	261610	142.37-
COURTESY MOTORS INC Sum							1,492.52-
00009 COVINGTON SALES & SERVIC 77911		00174900	17000365	REPR PTS U#15916 SEWER	12/31/17	261612	491.92-
COVINGTON SALES & SERVIC Sum							491.92-
00009 DIXIE COMMUNITY UTILITY SEWER BILLIN	00175857	17000368	SEWER BILLING 12/17	12/31/17	261615		397.50-
DIXIE COMMUNITY UTILITY Sum							397.50-
00009 ENGINEERING UNLIMITED IN INV054724		00175088	17000377	BRASS LOCKS/KEYS STOCK	12/31/17	261621	2,658.20-
ENGINEERING UNLIMITED IN Sum							2,658.20-
00009 HATTIESBURG HYDRAULICS I 69626		00170789	17000389	REPR DUMP BED U#13176 SEWER	12/31/17	261644	359.94-
00009 HATTIESBURG HYDRAULICS I 70404		00172250	17000390	REPRS U#11596 SEWER	12/31/17	261644	480.17-
HATTIESBURG HYDRAULICS I Sum							840.11-
00009 L & A CONTRACTING CO 483-097		00175787	17000367	AERATOR MNT 12/4-17 LAGOONS	12/31/17	261658	28,512.50-
L & A CONTRACTING CO Sum							28,512.50-
00009 LARRY'S WRECKER SERVICE 3963		00175901	17000383	TOWING U#14751 WTR BILLING	12/31/17	261660	55.00-
LARRY'S WRECKER SERVICE Sum							55.00-
00009 LIBERTY FLAG & SPECIALTY 10170114		00174570	17000394	US FLAGS WTR PLANT	12/31/17	261661	197.95-
LIBERTY FLAG & SPECIALTY Sum							197.95-
00009 MAACO COLLISION REPAIR & 20388		00174682	17000372	REPR DOOR PANEL U#18564 SEWER	12/31/17	261666	50.00-
MAACO COLLISION REPAIR & Sum							50.00-

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00009 MOORE'S LOCK AND KEY LLC	23772	00174529	17000352	CHANGE LOCKS WTR BILLING OFFC	12/31/17	261678	65.50-
MOORE'S LOCK AND KEY LLC Sum							65.50-
00009 MORGAN, C J INC	2017090	00175690	17000338	WTR REPR COURTESY FORD	12/31/17	261679	5,422.00-
00009 MORGAN, C J INC	2017094	00175690	17000339	WTR REPR WTR PLT #2	12/31/17	261679	14,599.75-
MORGAN, C J INC Sum							20,021.75-
00009 MS POWER COMPANY	12/17 W&SO&M	00020186	17000386	MNTHLY ELEC-W&SO&M	12/31/17	261686	80,763.16-
MS POWER COMPANY Sum							80,763.16-
00009 N & H ELECTRONIC DISTRIB	178784	00175486	17000356	REPR HAND LOCATOR TRANS DEPT	12/31/17	261689	42.63-
N & H ELECTRONIC DISTRIB Sum							42.63-
00009 PEARL RIVER VALLEY EPA (	12/17 W&SO&M	00020186	17000391	MNTHLY 12/17 PUBLIC SERVICES	12/31/17	261699	178.36-
PEARL RIVER VALLEY EPA (							178.36-
Sum							
00009 PUCKETT RENTS	633183-0001	00175333	17000364	HAND TOOLS SEWER DEPT	12/31/17	261709	432.26-
PUCKETT RENTS Sum							432.26-
00009 RJM MCQUEEN CONTRACTING	1387	00175910	17000393	BY PASS PUMPING 2 LAGN CELLS	12/31/17	261716	189,428.30-
RJM MCQUEEN CONTRACTING Sum							189,428.30-
00009 SCOGGINS PUMP REPAIR	10779	00173791	17000374	PUMP REPR HWY 49 #1 LIFT STA	12/31/17	261719	4,125.00-
00009 SCOGGINS PUMP REPAIR	10780	00174205	17000375	PUMP REPR HWY 49 #1 LIFT STA	12/31/17	261719	3,921.00-
00009 SCOGGINS PUMP REPAIR	10794	00174575	17000376	REPR PUMPS FOR LAGOONS	12/31/17	261719	3,858.00-
SCOGGINS PUMP REPAIR Sum							11,904.00-
00009 SOUTHERN PINE ELECTRIC P	12/17 W&SO&M	00020185	17000385	MNTHLY 12/17 PUBLIC SERVICES	12/31/17	261732	614.21-
SOUTHERN PINE ELECTRIC P Sum							614.21-
00009 SOUTHERN TIRE MART #9 (M	9026791	00175336	17000344	TIRES U#13513 SEWER DEPT	12/31/17	261734	280.65-
SOUTHERN TIRE MART #9 (M Sum							280.65-
00009 SOUTHERN TIRE MART LLC	9027230	00175171	17000382	TIRE U#20443 WTR BILLING	12/31/17	261735	106.56-
00009 SOUTHERN TIRE MART LLC	9019490	00169169	17000384	TRAILER TIRE SEWER DEPT	12/31/17	261735	88.07-
SOUTHERN TIRE MART LLC							

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Sum							194.63-
00009 SPIRE ENERGY	12/17 W&SO&M	00020186	17000392	MNTHLY GAS-W&SO&M	12/31/17	261737	48.65-
SPIRE ENERGY							48.65-
Sum							48.65-
00009 UNDERWOOD OUTDOOR POWER,	52542	00175698	17000378	REPLACE PULL ROPE ON PUMP	12/31/17	261750	43.00-
00009 UNDERWOOD OUTDOOR POWER,	52010	00175090	17000381	WTR PUMP HOSE WTR BILLING	12/31/17	261750	33.75-
UNDERWOOD OUTDOOR POWER,							76.75-
Sum							460,947.21-
Sum							

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WATER & SEWER FUND 00011 BAKER, KIMBERLY	METER DEP RF	02018201	17000239	METER DEP RFD	12/31/17	261579	24.40-
BAKER, KIMBERLY Sum							24.40-
00011 BARNEY, PEARLIE	METER DEP RF	02018201	17000241	METER DEP RFD	12/31/17	261580	7.40-
BARNEY, PEARLIE Sum							7.40-
00011 BERRY, RUBY	METER DEP RF	02018201	17000230	METER DEP RFD	12/31/17	261585	24.40-
BERRY, RUBY Sum							24.40-
00011 BOWDEN, CARLOS	METER DEP RF	02018219	17000250	METER DEP RFD	12/31/17	261590	24.40-
BOWDEN, CARLOS Sum							24.40-
00011 BRAUTIGAM, KURT	METER DEP RF	02018201	17000222	METER DEP RFD	12/31/17	261592	40.00-
BRAUTIGAM, KURT Sum							40.00-
00011 BUTLER, JONATHAN	METER DEP RF	02018201	17000234	METER DEP RFD	12/31/17	261596	7.40-
BUTLER, JONATHAN Sum							7.40-
00011 ETHRIDGE, MARK	METER DEP RF	02018201	17000221	METER DEP RFD	12/31/17	261623	6.00-
ETHRIDGE, MARK Sum							6.00-
00011 FAGAN, BETHANY	METER DEP RF	02018219	17000253	METER DEP RFD	12/31/17	261624	24.40-
FAGAN, BETHANY Sum							24.40-
00011 FINK JUDITH L 319 S 36TH	METER DEP RF	02018201	17000240	METER DEP RFD	12/31/17	261628	75.00-
FINK JUDITH L 319 S 36TH Sum							75.00-
00011 GYAMFIKUMANING, OFOSUHEM	METER DEP RF	02018219	17000249	METER DEP RFD	12/31/17	261638	24.40-
GYAMFIKUMANING, OFOSUHEM Sum							24.40-
00011 HACKBARTH PAMELA ANN 1	METER DEP RF	02018201	17000237	METER DEP RFD	12/31/17	261642	24.40-
HACKBARTH PAMELA ANN 1 Sum							24.40-
00011 HALLMAN PROPERTY 19TH	METER DEP RF	02018219	17000252	METER DEP RFD	12/31/17	261643	24.40-

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HALLMAN PROPERTY 19TH Sum							24.40-
00011 JEFCOAT, LESLIE1	METER DEP RF	02018219	17000254	METER DEP RFD	12/31/17	261652	24.40-
JEFCOAT, LESLIE1 Sum							24.40-
00011 JESKE, FRED	METER DEP RF	02018201	17000223	METER DEP RFD	12/31/17	261653	21.40-
JESKE, FRED Sum							21.40-
00011 JOHNSON WILLIAM A	METER DEP RF	02018201	17000244	METER DEP RFD	12/31/17	261655	24.40-
JOHNSON WILLIAM A Sum							24.40-
00011 LOTT, VICTORIA	METER DEP RF	02018201	17000231	METER DEP RFD	12/31/17	261665	63.40-
LOTT, VICTORIA Sum							63.40-
00011 MALONE, DAN	METER DEP RF	02018201	17000243	METER DEP RD	12/31/17	261670	75.00-
00011 MALONE, DAN	WTR OVRPMT R	02018200	17000247	WTR OVRPMT RFD	12/31/17	261670	79.68-
MALONE DAN Sum							154.68-
00011 MASSENGALE, TOMMIE 412	METER DEP RF	02018219	17000251	METER DEP RFD	12/31/17	261671	24.40-
MASSENGALE, TOMMIE 412 Sum							24.40-
00011 MCCLAIN, FREDERICK	METER DEP RF	02018201	17000246	METER DEP RFD	12/31/17	261672	26.00-
MCCLAIN, FREDERICK Sum							26.00-
00011 MCLEMORE, BRANDEN	METER DEP RF	02018219	17000255	METER DEP RFD	12/31/17	261675	24.40-
MCLEMORE, BRANDEN Sum							24.40-
00011 MCMILLEN, DWAYNE	METER DEP RF	02018201	17000233	METER DEP RFD	12/31/17	261676	75.00-
MCMILLEN, DWAYNE Sum							75.00-
00011 MORING, KAYLEIGH	METER DEP RF	02018201	17000226	METER DEP RFD	12/31/17	261680	21.40-
MORING, KAYLEIGH Sum							21.40-
00011 MOTEL 6 0235-06-04-K	METER DEP RF	02018219	17000248	METER DEP RFD	12/31/17	261681	10.00-

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MOTEL 6 0235-06-04-K Sum							10.00-
00011 MURPHY , AMANDA	METER DEP RF	02018201	17000232	METER DEP RFD	12/31/17	261688	24.40-
MURPHY , AMANDA Sum							24.40-
00011 PURDY, BRANDY	METER DEP RF	02018201	17000229	METER DEP RFD	12/31/17	261710	8.36-
PURDY, BRANDY Sum							8.36-
00011 RAIMEY, JOCELYN JAMES	METER DEP RF	02018201	17000245	METER DEP RFD	12/31/17	261712	7.40-
RAIMEY, JOCELYN JAMES Sum							7.40-
00011 RIGBY, HALEY	METER DEP RF	02018201	17000238	METER DEP RFD	12/31/17	261713	24.40-
RIGBY, HALEY Sum							24.40-
00011 RIGBY, JOSHUA	METER DEP RF	02018201	17000227	METER DEP RFD	12/31/17	261714	24.40-
RIGBY, JOSHUA Sum							24.40-
00011 SHECKELLS, EMILY KATE	METER DEP RF	02018201	17000236	METER DEP RFD	12/31/17	261721	24.40-
SHECKELLS, EMILY KATE Sum							24.40-
00011 STUART, THEODORE E	WTR OVEPMT R	02018218	17000257	WTR OVEPMT RFD	12/31/17	261741	89.00-
STUART, THEODORE E Sum							89.00-
00011 SVN SOUTHGATE REALITY 20	METER DEP RF	02018219	17000256	METER DEP RFD	12/31/17	261743	24.40-
SVN SOUTHGATE REALITY 20 Sum							24.40-
00011 TAYLOR-POTTS, JESSICA C	METER DEP RF	02018201	17000224	METER DEP RFD	12/31/17	261744	37.80-
TAYLOR-POTTS, JESSICA C Sum							37.80-
00011 TINDOL, JEREMIAH	METER DEP RF	02018201	17000242	METER DEP RFD	12/31/17	261746	24.40-
TINDOL, JEREMIAH Sum							24.40-
00011 TOMPKINS, GERALD D	METER DEP RF	02018201	17000225	METER DEP RFD	12/31/17	261747	24.40-
TOMPKINS, GERALD D Sum							24.40-

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TAX COLLECTOR'S FUND							
00027 H'BURG PUBLIC SCHOOLS	12/17 MILLAG	02018221	17000027	12/17 MILLAGE	12/21/17	311701	153,438.09-
00027 H'BURG PUBLIC SCHOOLS	12/17 MILLAG	02018221	17000028	12/17 MILLAGE	12/21/17	311702	19,869.02-
H'BURG PUBLIC SCHOOLS Sum							173,307.11-
Sum							173,307.11-

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MUNICIPAL ROAD & BRIDGE							
00072 BUSH CONSTRUCTION COMPAN	EST#2 4TH ST	00175923	17000036	SRV 11/1-12/15 4TH ST PH II	12/31/17	261595	186,560.49-
BUSH CONSTRUCTION COMPAN							
Sum							186,560.49-
00072 NEEL-SCHAFER INC	1047938	00175753	17000028	SRV 9/17 4TH ST PHASE II	12/31/17	261691	4,337.86-
00072 NEEL-SCHAFER INC	1048131 PH 3	00175767	17000029	SRV 10/17 CE ROY PATHWAY IMPV	12/31/17	261691	2,016.11-
NEEL-SCHAFER INC							
Sum							6,353.97-
00072 PITTMAN, HOWDESHELL, HINTO	12/19/17	00175886	17000035	28TH AVE BRIDGE PROJECT	12/21/17	71017	21,550.00-
PITTMAN, HOWDESHELL, HINTO							
Sum							21,550.00-
00072 PITTMAN, HOWDESHELL, HINTO	666	00175766	17000030	SRVS 28TH AVE BRIDGE PROJECT	12/31/17	261706	1,275.00-
PITTMAN, HOWDESHELL, HINTO							
Sum							1,275.00-
00072 SHOWS DEARMAN & WAITS IN	19995	00175757	17000031	SRV 9/24-11/30 CLASSIC DRIVE	12/31/17	261724	15,532.48-
00072 SHOWS DEARMAN & WAITS IN	19986	00175768	17000032	SRV 10/22-11/25 WEST BELTWAY	12/31/17	261724	29,805.70-
SHOWS DEARMAN & WAITS IN							
Sum							45,338.18-
00072 WARREN PAVING INC	1033	00175228	17000033	PAVING PROJECTS VARI LOC	12/31/17	261760	49,990.08-
00072 WARREN PAVING INC	1034	00175228	17000034	PAVING PROJECTS VARI LOC	12/31/17	261760	74,003.63-
WARREN PAVING INC							
Sum							123,993.71-
Sum							385,071.35-

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MASS TRANSIT FUND							
00073 ADVANCED JANITORIAL SERV	101192	MASS	00175905	17000110 SERVS 12/17 MASS TRANSIT	12/31/17	261559	345.00-
ADVANCED JANITORIAL SERV							345.00-
Sum							
00073 ALLIANCE BUS GROUP INC	515863		00172694	17000107 REPR PTS U#19552 BUS	12/31/17	261566	428.38-
ALLIANCE BUS GROUP INC							428.38-
Sum							
00073 CITY OF HATTIESBURG FUND TRF 2ND 12/1	02018214		17000105	TRF 2ND 12/17 PAYROLL	12/19/17	112388	28,591.16-
CITY OF HATTIESBURG FUND							28,591.16-
Sum							
00073 GROVE TRANSIT	JARC 6/25-7/	00175719	17000092	JARC 6/25-7/8/17	12/31/17	261636	1,411.50-
00073 GROVE TRANSIT	JARC 7/9-7/2	00175719	17000093	JARC 7/9-7/22/17	12/31/17	261636	1,728.50-
00073 GROVE TRANSIT	JARC 7/23-8/	00175719	17000094	JARC 7/23-8/5/17	12/31/17	261636	2,030.50-
00073 GROVE TRANSIT	JARC 8/6-8/1	00175719	17000095	JARC 8/6-8/19/17	12/31/17	261636	2,105.00-
00073 GROVE TRANSIT	JARC 8/20-9/	00175719	17000096	JARC 8/20-9/2/17	12/31/17	261636	2,143.00-
00073 GROVE TRANSIT	JARC 9/3-9/1	00175719	17000097	JARC 9/3-9/16/17	12/31/17	261636	2,005.50-
00073 GROVE TRANSIT	JARC 9/17-9/	00175719	17000098	JARC 9/17-9/30/17	12/31/17	261636	2,462.00-
00073 GROVE TRANSIT	JARC 10/1-10	00175719	17000099	JARC 10/1-10/14/17	12/31/17	261636	2,208.50-
00073 GROVE TRANSIT	JARC 10/15-1	00175719	17000100	JARC 10/15-10/28/17	12/31/17	261636	1,934.50-
00073 GROVE TRANSIT	JARC 10/29-1	00175719	17000101	JARC 10/29-11/11/17	12/31/17	261636	2,215.00-
00073 GROVE TRANSIT	JARC 11/12-1	00175719	17000102	JARC 11/12-11/25/17	12/31/17	261636	2,324.00-
GROVE TRANSIT							22,568.00-
Sum							
00073 HAVARD PEST CONTROL INC	1202366		00174245	17000111 CLEAN BUS U#16759 BED BUGS	12/31/17	261645	89.00-
HAVARD PEST CONTROL INC							89.00-
Sum							
00073 MS POWER COMPANY	12/17 M TRAN	00020186	17000112	MNTHLY ELEC-MASS TRANSIT	12/31/17	261686	527.14-
MS POWER COMPANY							527.14-
Sum							
00073 OFFICE DEPOT INC	981138038001	00175032	17000108	OFFICE SUPP	12/31/17	261694	14.94-
00073 OFFICE DEPOT INC	981138039001	00175032	17000109	OFFICE SUPP	12/31/17	261694	52.38-
OFFICE DEPOT INC							67.32-
Sum							
00073 PINE BELT FORD INC (SEE	6015383(A)	00175357	17000090	REPRS U#20584 BUS	12/31/17	261702	75.00-
00073 PINE BELT FORD INC (SEE	6015383(B)	00175525	17000091	ADDL AMT DUE PO#175357	12/31/17	261702	268.99-
00073 PINE BELT FORD INC (SEE	6015562(A)	00175606	17000103	BRAKE REPR U#20586	12/31/17	261702	585.00-
00073 PINE BELT FORD INC (SEE	6015562(B)	00175657	17000104	ADDL AMT DUE PO#175606	12/31/17	261702	45.00-
PINE BELT FORD INC (SEE							973.99-
Sum							
00073 VERIZON WIRELESS	9797785181		00175794	17000106 SRV 12/11-1/10 PARATRANSIT	12/31/17	261755	142.55-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
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Date - 12/27/17

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER&SEWER CONSTRUCTION FUND							
00075 PITTMAN, HOWDESHELL, HINTO	12/19/17	00175885	17000047	EMINENT DOMAIN JUDGEMENT	12/21/17	311700	25,000.00-
PITTMAN, HOWDESHELL, HINTO							
Sum							25,000.00-
00075 SHOWS DEARMAN & WAITS IN 20006		00175762	17000039	SRV 10/22-11/30 DRINKING WTR	12/31/17	261724	2,125.00-
00075 SHOWS DEARMAN & WAITS IN 19984		00175769	17000040	SRV 10/22-11/25 N 40/N 39 IMP	12/31/17	261724	13,180.00-
00075 SHOWS DEARMAN & WAITS IN 19976		00175771	17000041	SRV 10/22-11/25 PLT WAREHOUSE	12/31/17	261724	115.00-
00075 SHOWS DEARMAN & WAITS IN 20009		00175760	17000042	SRV 10/22-11/30 L FORGETFUL	12/31/17	261724	8,820.00-
00075 SHOWS DEARMAN & WAITS IN 20007		00175770	17000043	SRV 10/22-11/30 30TH/C CHASE	12/31/17	261724	3,850.00-
00075 SHOWS DEARMAN & WAITS IN 20012		00175756	17000044	SRV 10/22-11/30 LAMAR BLVD	12/31/17	261724	1,522.50-
00075 SHOWS DEARMAN & WAITS IN 20010		00175759	17000045	SRV 10/22-11/30 SWR RATE STDY	12/31/17	261724	3,800.20-
00075 SHOWS DEARMAN & WAITS IN 20011		00175758	17000046	SRV 10/22-11/30 WTR RATE STDY	12/31/17	261724	4,421.20-
SHOWS DEARMAN & WAITS IN							
Sum							37,833.90-
Sum							62,833.90-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY CENTERS' FUND							
00077 A & R FARM AND GARDEN	306212	00175552	17000119	ROCK SALT COMM CENTERS	12/31/17	261556	135.00-
A & R FARM AND GARDEN							135.00-
Sum							
00077 BEACH, TRACEY (REFUNDS)	CULTURAL CEN	02018220	17000127	DAMAGE DEPOSIT REFUND	12/31/17	261583	250.00-
BEACH, TRACEY (REFUNDS)							250.00-
Sum							
00077 CITY OF HATTIESBURG FUND	TRF 2ND 12/1	02018214	17000124	TRF 2ND 12/17 PAYROLL	12/19/17	311696	25,059.03-
CITY OF HATTIESBURG FUND							25,059.03-
Sum							
00077 COURTNEY'S RESTAURANT EQ	11767	00175563	17000120	ICE MACHINE REPR TRAIN DEPOT	12/31/17	261611	303.02-
00077 COURTNEY'S RESTAURANT EQ	11768	00175565	17000121	ICE MACHINE REPR VARI CENTERS	12/31/17	261611	808.65-
COURTNEY'S RESTAURANT EQ							1,111.67-
Sum							
00077 DREAM OF HATTIESBURG (RE	CE ROY CENTE	02018220	17000128	DAMAGE DEPOSIT REFUND	12/31/17	261616	100.00-
DREAM OF HATTIESBURG (RE							100.00-
Sum							
00077 ECONOMY SUPPLY CO	286651	00175697	17000125	BLDG SUPP MCNAIR CENTFR	12/31/17	261617	16.95-
ECONOMY SUPPLY CO							16.95-
Sum							
00077 ELKINS WHOLESALE INC	333521-00	00175627	17000118	JANIT SUPP COMM CENTERS	12/31/17	261618	214.28-
ELKINS WHOLESALE INC							214.28-
Sum							
00077 MS FIRE & SAFETY OF HBUR	57628	00175611	17000122	HOOD CLEANING SHERRILL/CE ROY	12/31/17	261682	538.00-
00077 MS FIRE & SAFETY OF HBUR	57629	00175612	17000123	FIRE SUPPRESS SYS VARI CNTRS	12/31/17	261682	878.00-
MS FIRE & SAFETY OF HBUR							1,416.00-
Sum							
00077 MS POWER COMPANY	12/17 COMM C	00020186	17000129	MNTHLY ELEC-COMM CENTERS	12/31/17	261686	2,573.01-
MS POWER COMPANY							2,573.01-
Sum							
00077 NEWELL PAPER COMPANY	4017199	00175821	17000131	TABLE COVERS CHRISTMAS LUNCH	12/31/17	261693	69.68-
NEWELL PAPER COMPANY							69.68-
Sum							
00077 PIERCE PLUMBING INC	600825	00175848	17000126	PLUMB REPR TRAIN DEPOT	12/31/17	261701	192.99-
PIERCE PLUMBING INC							192.99-
Sum							

CITY OF HATTIESBURG
DOCKET OF CLAIMS
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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00077 SPIRE ENERGY	12/17 COMM C	00020186	17000130	MNTHLY GAS-COMM CENTERS	12/31/17	261737	169.02-
SPIRE ENERGY Sum							169.02-
00077 TYCO INTEGRATED SECURITY	29397841	00175694	17000115	SECURITY 11/17-1/18 CULT CNTR	12/31/17	261749	386.63-
00077 TYCO INTEGRATED SECURITY	29589481	00175695	17000116	SERV CALL CULT CNT ALARM SYS	12/31/17	261749	99.90-
TYCO INTEGRATED SECURITY Sum							486.53-
00077 WAL-MART STORES INC	006167	00175290	17000132	VARI LIGHT BULBS COMM CNTRS	12/31/17	261759	105.48-
WAL-MART STORES INC Sum							105.48-
Sum							31,899.64-

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Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
						3,723,160.57-

City of Hattiesburg, MS

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



Meeting Agenda - Final

Tuesday, January 2, 2018

4:00 PM

Council Chambers

City Council - Amendments to the Agenda

Remove Policy Agenda Item VI. - 5 at the request of the Administration, and

Add Policy Agenda Item VI. - 10 at the request of the Administration as follow:

- VI.- 10. [2018-125](#)** Authorize and Approve the Mayor to grant an extension of 60 calendar days for the professional services agreement between the City of Hattiesburg and The Walker Associates, Engineers-Planners-Designers, PLLC, for preparation of plans and specifications and contract documents for construction of the Highway 11 Medical Park Access Roadway Project (DIP Grant 363) due to inclement weather and unforeseen conditions that have caused delays on drainage and subgrade work; original agreement was approved February 16, 2016, at Minute Book 2016-52.

Attachments: [Hattiesburg DIP Grant Engineering Contract](#)
[executed Hattiesburg DIP Grant Engineering Contract](#)
[Warren Paving-Letter](#)
[Walker Associates-Letter](#)
[COH-Letter](#)

And, Add Policy Agenda Items VI. - 11 and VI. -12 at the request of the Council as follows:

- VI. - 11. 2018-127** Void duplicate contracts executed by Council President with Carr, Riggs and Ingram for furnishing contract audit services for preparation and audit of the City of Hattiesburg's Comprehensive Annual Financial Report and general purpose financial statement of the Combined Water and Sewer System for fiscal year ending September 30, 2016; contracts were executed November 8, 2016, at Minute Book 2016-303-304.

Attachments: CRI- 9-30-16 Contract

- VI. - 12 [2018-126](#)** Authorize Council President to execute duplicate contracts with Topp McWhorter Harvey PLLC for furnishing contract audit services for the preparation and audit of the City of Hattiesburg's Comprehensive Annual Financial Report and for the Combined Water and Sewer System for the fiscal year ending September 30, 2017.

Attachments: [Top McWhorter Harvey Contract](#)
[executed Top McWhorter Harvey Contract](#)



City of Hattiesburg, MS

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

Master

File Number: 2018-125

File ID: 2018-125

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 01/02/2018

Brief Title: Authorize and Approve Extension of Professional Services Agreement - Highway 11 Medical Park Access Roadway DIP Project

Final Action: 01/02/2018

Minute Book Number: MB2018-4-5

Title: Authorize and Approve the Mayor to grant an extension of 60 calendar days for the professional services agreement between the City of Hattiesburg and The Walker Associates, Engineers-Planners-Designers, PLLC, for preparation of plans and specifications and contract documents for construction of the Highway 11 Medical Park Access Roadway Project (DIP Grant 363) due to inclement weather and unforeseen conditions that have caused delays on drainage and subgrade work; original agreement was approved February 16, 2016, at Minute Book 2016-52.

Notes:

Agenda Date: 01/02/2018

Indexes:

Agenda Number:

Sponsors:

Enactment Date:

Attachments: Hattiesburg DIP Grant Engineering Contract, executed
Hattiesburg DIP Grant Engineering Contract, Warren
Paving-Letter, Walker Associates-Letter, COH-Letter

Enactment Number:

Contact:

Meeting Date: 01/18/2018

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	01/02/2018					
1	City Council	01/02/2018	Authorize				Pass

Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Authorize and Approve the Mayor to grant an extension of 60 calendar days for the professional services agreement between the City of Hattiesburg and The Walker Associates, Engineers-Planners-Designers, PLLC, for preparation of plans and specifications and contract documents for construction of the Highway 11 Medical Park Access Roadway Project (DIP Grant 363) due to inclement weather and unforeseen conditions that have caused delays on drainage and subgrade work; original agreement was approved February 16, 2016, at Minute Book 2016-52.

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 2018-125

Title

Authorize and Approve the Mayor to grant an extension of 60 calendar days for the professional services agreement between the City of Hattiesburg and The Walker Associates, Engineers-Planners-Designers, PLLC, for preparation of plans and specifications and contract documents for construction of the Highway 11 Medical Park Access Roadway Project (DIP Grant 363) due to inclement weather and unforeseen conditions that have caused delays on drainage and subgrade work; original agreement was approved February 16, 2016, at Minute Book 2016-52.

Summary

Authorize and Approve Extension of Professional Services Agreement - Highway 11 Medical Park Access Roadway DIP Project

Budget Information

Expenditure Type

Purchasing Item

Publication Information

STANDARD FORM OF AGREEMENT BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of _____, 20__ 16__ between

City of Hattiesburg

P.O. Box 1898, Hattiesburg, Mississippi 39403-1898 ("OWNER")

and _____
The Walker Associates, Engineers-Planners-Designers, PLLC.

P. O. Box 16496, Hattiesburg, Mississippi 39404-6496 ("ENGINEER").

PROJECT _____
Highway 11 Medical Park Access Roadway (the "Project").

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance or furnishing of professional engineering services by ENGINEER with respect to the Project and the payment for those services by OWNER as set forth below. Execution of this Agreement by ENGINEER and OWNER constitutes OWNER's written authorization to ENGINEER to proceed on the date first above written with the first phase of the Basic Services described in Section 2 below and in the other exhibits listed in Section 9 below. This Agreement will become effective on the date first above written.

SECTION I--GENERAL

1.1. Standard of Care.

ENGINEER shall perform for or furnish to OWNER professional engineering and related services in all phases of the Project to which this Agreement applies as hereinafter provided. ENGINEER shall serve as OWNER's prime design professional and engineering representative for the Project providing professional engineering consultation and advice with respect thereto. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of professional engineering and related services hereunder. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

1.2. Coordination with Other Documents.

It is the intention of the parties that the Standard General Conditions will be used as the General Conditions for the Project and that all amendments thereof and supplements thereto will be generally consistent therewith. Except as otherwise defined

herein, the terms which have an initial capital letter in this Agreement and are defined in the Standard General Conditions will be used in this Agreement as defined in the Standard General Conditions. The term "*defective*" will be used in this Agreement as defined in the Standard General Conditions.

1.3. Definitions.

Wherever used in this Agreement the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1.3.1. *Additional Services.* Additional Services means the services to be performed for or furnished to OWNER by ENGINEER described in Section 3 of this Agreement.

1.3.2. *Agreement.* Agreement means this Standard Form of Agreement between OWNER and ENGINEER for Professional Services including those exhibits listed in Section 9 of this Agreement.

1.3.3. *Basic Services.* Basic Services means the services to be performed for or furnished to OWNER by ENGINEER described in Section 2 of this Agreement.

1.3.4. *Construction Cost.* Construction Cost means the total cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties, or

OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Section 4 of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

1.3.5. *Contractor*. Contractor means the person or entity with whom OWNER enters into a written agreement covering construction work to be performed or furnished with respect to the Project.

1.3.6. *ENGINEER Consultant*. ENGINEER's Consultant means a person or entity having a contract with ENGINEER to perform or furnish Basic or Additional Services as ENGINEER's independent professional associate or consultant engaged directly on the Project.

1.3.7. *Reimbursable Expenses*. Reimbursable Expenses means the expenses incurred directly in connection with the performance or furnishing of Basic and Additional Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit B, "Payments to Engineer for Services and Reimbursable Expenses" ("Exhibit B").

1.3.8. *Resident Project Representative*. Resident Project Representative means the authorized representative of ENGINEER who will be assigned to assist ENGINEER at the site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are set forth in Exhibit C, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative" ("Exhibit C").

1.3.9. *Standard General Conditions*. Standard General Conditions means the Standard General Conditions of the Construction Contract (No. 1910-8) (1990 Edition) of the Engineers Joint Contract Documents Committee.

1.3.10. *Total Project Costs*. Total Project Costs means the sum of the Construction Cost, allowances for contingencies, the total costs of design professional and related services provided by ENGINEER and the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others to OWNER under paragraphs 4.4, 4.5 and 4.7 through 4.14, inclusive.

SECTION 2--BASIC SERVICES OF ENGINEER

2.1. Study and Report Phase (not applicable)

2.2. Preliminary Design Phase.

After acceptance by OWNER of the conceptual design (performed in previous contract) and upon written authorization from OWNER, ENGINEER shall:

2.2.1. On the basis of the conceptual design, prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.

2.2.2. Advise OWNER if additional reports, data or other information or services of the types described in paragraph 4.4 are necessary and assist OWNER in obtaining such reports, data or other information and services.

2.2.3. Based on the information contained in the Preliminary Design documents, submit a revised opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER.

2.2.4. Furnish the Preliminary Design documents to and review them with OWNER.

2.2.5. Submit the Preliminary Design documents and revised opinion of probable Construction Cost.

2.2.6. ENGINEER's services under the Preliminary Design Phase will be considered complete at the earlier of (1) the date when the Preliminary Design documents have been accepted by OWNER or (2) thirty days after the date when such Preliminary Design documents are delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the Preliminary Design documentation, if such approval is to be obtained during the Preliminary Design Phase.

2.2.7 Hazardous Material I: It is acknowledged by both parties that the Design Professional's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event the Design Professional or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of the Design Professional's services, the Design Professional may, at his or her option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

2.2.8 ADA Compliance on New Construction: The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Client acknowledges that the requirements of

the ADA will be subject to various and possibly contradictory interpretations. The Design Professional, therefore, will use his or her reasonable professional efforts to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project. The Design Professional, however, cannot and does not warrant or guarantee that the Client's project will comply with interpretations of ADA requirements and/or requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project.

The duties and responsibilities of ENGINEER during the Preliminary Design Phase as set forth in this paragraph 2.2 are amended and supplemented as indicated in Exhibit A.

2.3. Final Design Phase.

After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Construction Cost and indication of any specific modifications or changes in the scope, extent, character or design requirements of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall:

2.3.1. On the basis of the accepted Preliminary Design documents, the modifications or changes in the scope, extent, character or design requirements of the Project agreed upon by OWNER and ENGINEER and the revised opinion of probable Construction Cost, prepare for incorporation in the Contract Documents final Drawings showing the scope, extent and character of the work to be performed and furnished by Contractor and Specifications (which will be prepared, where appropriate, in general conformance with the forty eight division format of the Construction Specifications Institute).

2.3.2. Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to review or approve the final design of the Project, and assist OWNER in consultations with appropriate authorities.

2.3.3. Advise OWNER of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER, itemized as provided in paragraph 2.1.5, as a result of changes in scope, extent or character or design requirements of the Project.

2.3.4. Prepare for review and approval by OWNER, its legal counsel and other advisors, contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders (all which will be generally consistent in form and substance with the forms and pertinent guide sheets prepared by the Engineers Joint Contract Documents Committee), and assist in the preparation of other related documents.

2.3.5. Furnish the above documents, Drawings and Specifications to and review them with OWNER.

2.3.6. Submit the above documents, Drawings and Specifications and a revised opinion of probable Construction Cost.

2.3.7. ENGINEER's services under the Final Design Phase will be considered complete at the earlier of (1) the date when the submittals have been accepted by OWNER or (2) thirty days after the date when such submittals are delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER, if such approval is to be obtained during the Final Design Phase.

The duties and responsibilities of ENGINEER during the Final Design Phase as set forth in this paragraph 2.3 are amended and supplemented as indicated in Exhibit A.

2.3.8 Ownership of Instruments of Service: All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the Design Professional as instruments of service shall remain the property of the Design Professional. The Design Professional shall retain all common law, statutory and other reserved rights, including the copyright thereto.

2.4. Bidding or Negotiating Phase.

After acceptance by OWNER of the ENGINEER's Drawings, Specifications and other Final Design Phase documentation (including the most recent opinion of probable Construction Cost), and upon written authorization to proceed, ENGINEER shall:

2.4.1. Assist OWNER in advertising for and obtaining bids or negotiating proposals for the contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process deposits for Bidding Documents.

2.4.2. Issue Addenda as appropriate to clarify, correct or change the Bidding Documents.

2.4.3. Consult with OWNER as to the acceptability of subcontractors, suppliers and other persons and entities proposed by Contractor for those portions of the work as to which such acceptability is required by the Bidding Documents.

2.4.4. Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

2.4.5. The Bidding or Negotiating Phase will terminate and the services to be performed or furnished thereunder will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors (except as may otherwise be required to complete the services called for in paragraph E7.2.5, if Exhibit E is a part of

this Agreement).

The duties and responsibilities of ENGINEER during the Bidding or Negotiating Phase as set forth in this paragraph 2.4 are amended and supplemented as indicated in Exhibit A.

2.5. Construction Phase.

During the Construction Phase:

2.5.1. General Administration of Construction Contract. ENGINEER shall consult with and advise OWNER and act as OWNER's representative as provided in the Standard General Conditions. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said Standard General Conditions shall not be modified, except to the extent provided in Exhibit A and except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through ENGINEER who shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and said Standard General Conditions except as otherwise provided in writing.

2.5.2. Visits to Site and Observation of Construction. In connection with observations of the work of Contractor while it is in progress:

2.5.2.1. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. If requested by the Owner, ENGINEER shall provide the services of a Resident Project Representative at the site to assist ENGINEER and to provide more continuous observations of such work. The furnishing of such Resident Project Representative services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this paragraph 2.5. Such visits and observations by ENGINEER and the Resident Project Representative are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling and similar methods of general observation of the work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative. Based on information obtained during such visits and such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER shall keep OWNER informed of the progress of the work. The responsibilities of ENGINEER contained in this paragraph are expressly subject to the limitations set forth in paragraph 2.5.2.2 and other express or general limitations in this Agreement and elsewhere.

2.5.2.2. The purpose of ENGINEER's visits to and representation by the Resident Project Representative at the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER

during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

2.5.3. Defective Work. During such visits and on the basis of such observations, ENGINEER shall have authority to disapprove of or reject Contractor's work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

2.5.4. Clarifications and Interpretations; Field Orders. ENGINEER shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

2.5.5. Change Orders and Work Change Directives. ENGINEER shall recommend Change Orders and Work Change Directives to OWNER as appropriate, and shall prepare Change Orders and Work Change Directives as required.

2.5.6. Shop Drawings. ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

2.5.7. Substitutes. ENGINEER shall evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of paragraph 3.2.2.

2.5.8. *Inspections and Tests.* ENGINEER may require special inspections or tests of the work, and shall receive and review all certificates of inspections, tests and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.

2.5.9. *Disagreements between OWNER and Contractor.* ENGINEER shall render the initial decisions on all claims of OWNER and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

2.5.10. *Applications for Payment.* Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of Applications for Payment and the accompanying data and schedules:

2.5.10.1. ENGINEER shall determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, the work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in paragraph 2.5.10.1 are expressly subject to the limitations set forth in paragraph 2.5.10.2 and other express or general limitations in this Agreement and elsewhere.

2.5.10.2. By recommending any payment ENGINEER shall not thereby be deemed to have represented that on-site observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments

nor ENGINEER's recommendation of any payment (including final payment) will impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any liens, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

2.5.11. *Contractor's Completion Documents.* ENGINEER shall receive, review and transmit to owner with written comments maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, and marked-up record documents (including Shop Drawings, Samples and other data approved as provided under paragraph 2.5.6 and marked-up record Drawings) which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. ENGINEER's review of such documents 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.

2.5.12. *Substantial Completion.* Following notice from Contractor that Contractor considers the entire work ready for its intended use, ENGINEER and OWNER, accompanied by Contractor, shall conduct an inspection to determine if the work is substantially complete. If after considering any objections of OWNER, ENGINEER considers the work substantially complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.

2.5.13. *Limitation of Responsibilities.* ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the work. ENGINEER shall not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents.

2.5.14 *Jobsite Safety:* Neither the professional activities of the Design Professional, nor the presence of the Design Professional or his or her employees and sub consultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Design Professional and his or her personnel have no authority to exercise any control over any construction contractor or other

entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the Client's agreement with the General Contractor. The Client also agrees that the Client, the Design Professional and the Design Professional's consultants shall be indemnified and shall be made additional insureds under the General Contractor's general liability insurance policy.

2.5.15. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the construction contract for the Project or any part thereof and will terminate upon written recommendation by ENGINEER of final payment. If the Project involves more than one prime contract as indicated in paragraph 5.5, Construction Phase services may be rendered at different times in respect of separate prime contracts.

The duties and responsibilities of ENGINEER during the Construction Phase as set forth in this paragraph 2.5 are amended and supplemented as indicated in Exhibit A.

SECTION 3--ADDITIONAL SERVICES OF ENGINEER

3.1. Additional Services Requiring Authorization in Advance.

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 3.1.1 through 3.1.19, inclusive, as amended and supplemented as indicated in Exhibit A. These services are not included as part of Basic Services except to the extent otherwise provided in Exhibit A. These services will be paid for by OWNER as indicated in Section 6.

3.1.1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

3.1.2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

3.1.3. Services resulting from evaluation by ENGINEER during the Study and Report Phase at OWNER's request of alternative solutions in addition to those specified in Exhibit A.

3.1.4. Services resulting from significant changes in the scope, extent or character of the portions of the Project designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, Drawings,

Specifications or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports, Drawings, Specifications, or Contract Documents, or are due to any other causes beyond ENGINEER's control.

3.1.5. Services resulting from facts revealed about conditions:

3.1.5.1. which are different from information about such conditions that OWNER previously provided to ENGINEER under paragraph 4.4 and upon which ENGINEER was entitled to rely; or

3.1.5.2. as to which OWNER had responsibility to provide information under paragraph 4.4 if such information was not previously provided.

3.1.6. Providing renderings or models for OWNER's use.

3.1.7. Preparing documents for alternate bids requested by OWNER for Contractor's work which is not executed or documents for out-of-sequence work.

3.1.8. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

3.1.9. Furnishing services of ENGINEER's Consultants for other than Basic Services; and furnishing data or services of the types described in paragraph 4.4 when OWNER employs ENGINEER to provide such data or services in lieu of furnishing the same under paragraph 4.4.

3.1.10. Services attributable to a variation in the number of prime contracts from the number specified in Exhibit A for work designed or specified by ENGINEER.

3.1.11. Services during out-of-town travel required of ENGINEER other than visits to the site or OWNER's office as required by Section 2.

3.1.12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, Construction Management, Cost Estimating, Project Peer Review, Value Engineering and Constructability Review requested by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications or Contract Documents as a result of such review processes.

3.1.13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.

3.1.14. Assistance in connection with bid protests, re-bidding or renegotiating contracts for construction, materials, equipment or services, except when such assistance is required to complete services called for in paragraph E7.2.5, if Exhibit E is a part of this Agreement.

3.1.15. Providing field surveys for design purposes, engineering surveys and staking to enable Contractor to proceed with its work, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

3.1.16. Preparation of operating, maintenance and staffing manuals to supplement Basic Services under paragraph 2.6.3.

3.1.17. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project (except for assistance in consultations which is included as part of Basic Services under paragraphs 2.1.3 and 2.3.2).

3.1.18. Providing more extensive services required to enable ENGINEER to issue notices or certifications requested by OWNER under paragraph 4.12.

3.1.19. Other additional services performed or furnished by ENGINEER in connection with the Project, including services which are to be furnished by OWNER under Section 4, and services not otherwise provided for in this Agreement.

3.2. Required Additional Services.

When required by the Contract Documents in connection with the performance or furnishing of ENGINEER's services during the Construction Phase, ENGINEER shall perform or furnish, without waiting for specific authorization from OWNER, Additional Services of the types listed in paragraphs 3.2.1 through 3.2.6, inclusive. These services are not included as part of Basic Services except to the extent provided in Exhibit A. Required Additional Services will be paid for by OWNER as indicated in Section 6. ENGINEER shall advise OWNER in writing promptly after starting any such Additional Services.

3.2.1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by OWNER if, because of the method of compensation agreed upon by OWNER and ENGINEER, the resulting change in compensation for Basic Services is not commensurate with the extent of the additional services rendered.

3.2.2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the construction contract in evaluating and determining the acceptability of a substitution which is inappropriate for the Project or an excessive number of substitutions.

3.2.3. Services resulting from significant delays, changes or price

increases occurring as a direct or indirect result of materials, equipment or energy shortages.

3.2.4. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of *defective*, neglected or delayed work of Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by Contractor

Except as otherwise provided in Exhibit A, OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER and shall bear all costs incident thereto:

3.2.5. Services (other than Basic Services during the Operational Phase) in connection with any partial utilization of any part of the Project by OWNER prior to its Substantial Completion.

3.2.6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the work.

SECTION 4--OWNER'S RESPONSIBILITIES

4.1. Designate in writing a person to act as OWNER's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.

4.2. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

4.3. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

4.4. Furnish to ENGINEER, as requested by ENGINEER for performance of Basic Services or as required by the Contract Documents, the following:

4.4.1. data prepared by or services of others, including without limitation explorations and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site, or hydrographic surveys;

4.4.2. the services of an independent testing laboratory to perform all inspections, tests and approvals of samples, materials and equipment prior to and after installation, or to evaluate the performance of materials, equipment and facilities of OWNER,

prior to specification, and during construction;

4.4.3. appropriate professional interpretations of all of the foregoing;

4.4.4. environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the site and adjacent areas;

4.4.5. field surveys for design purposes and property, boundary, easement, right-of-way, topographic and utility surveys or data, including relevant reference points;

4.4.6. property descriptions;

4.4.7. zoning, deed and other land use restrictions; and

4.4.8. other special data or consultations not covered in Section 2. OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all reports, data and other information furnished pursuant to this paragraph. ENGINEER may use such reports, data and information in performing or furnishing services under this Agreement.

4.5. Provide, as required by the Contract Documents, engineering surveys and staking to enable Contractor to proceed with the layout of the work, and other special field surveys.

4.6. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

4.7. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate with respect to such examination) and render in writing decisions pertaining thereto.

4.8. Provide approvals and permits from all governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER and such approvals and consents from others as may be necessary for completion of such portions of the Project.

4.9. Provide, as may be required for the Project:

4.9.1. Accounting, bond and financial advisory, independent cost estimating and insurance counseling services;

4.9.2. such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by Contractor; and

4.9.3. such auditing services as OWNER may require to ascertain how or for what purpose Contractor has used the moneys paid on account of the Contract Price.

4.10. Provide such inspection or monitoring services by an individual or entity other than ENGINEER as OWNER may desire to verify:

4.10.1. that Contractor is complying with any law, rule, regulation, ordinance, code or order applicable to Contractor's performing and furnishing the work; or

4.10.2. that Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.

ENGINEER does not undertake in this Agreement to perform the services referred to in 4.10.1 and 4.10.2 above. The identity of any individual or entity employed to perform such services and the scope of such services will be disclosed to ENGINEER.

4.11. Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, Construction Management, Cost Estimating, Project Peer Review, Value Engineering and Constructability Review. If OWNER designates a person or entity other than, or in addition to, ENGINEER to represent OWNER at the site, OWNER shall define and set forth in an exhibit that is to be mutually agreed upon and attached to and made a part of this Agreement before such services begin, the duties, responsibilities and limitations of authority of such other party and the relation thereof to the duties, responsibilities and authority of ENGINEER.

4.12. Prior to the commencement of the Construction Phase, notify ENGINEER of any variations in the language of the Notice of Acceptability of Work, or of any notice or certification other than such Notice that ENGINEER will be requested to provide to OWNER or third parties in connection with the financing or completion of the Project. OWNER and ENGINEER shall reach agreement on the terms of any such requested notice or certification and OWNER shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notice or certification requested under this paragraph.

4.13. If more than one prime contract is to be awarded for work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime contractors, and define and set forth the duties, responsibilities and limitations of authority of such person or entity and the relation thereof to the duties, responsibilities and authority of ENGINEER in an exhibit that is to be mutually agreed upon and attached to and made a part of this Agreement before such services begin.

4.14. Furnish to ENGINEER data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 4.4, 4.5 and 4.7 through 4.14, inclusive) and other costs of the types referred to in paragraph 2.1.5 so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.

4.15. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings and Substantial Completion and final payment inspections.

4.16. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

4.17. Furnish, or direct ENGINEER to provide, Additional Services as stipulated in paragraph 3.1 of this Agreement or other services as required.

SECTION 5--TIMES FOR RENDERING SERVICES

5.1. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of construction contracts, construction and initial operation of the Project including extra work and required extensions thereto.

5.2. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

5.3. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within the stipulated period identified in this Agreement (plus such additional time as may be required to complete the services called for under paragraph E7.2.5 of Exhibit E is a part of this Agreement) after completion of the Final Design Phase or does not proceed in an orderly and continuous progression, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this

Agreement.

5.4. If ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER:

5.4.1. for more than three months through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, among other things, reasonable costs incurred by ENGINEER in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised; or

5.4.2. for more than one year through no fault of ENGINEER, or if ENGINEER for any reason is required to render Construction Phase services more than one year after Substantial Completion is achieved, the rates and amounts of compensation provided for elsewhere in this Agreement will be subject to equitable adjustment to reflect, among other things, changes in the various elements that comprise such rates of compensation.

5.5. In the event that the work designed or specified by ENGINEER is to be performed or furnished under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in Exhibit A whether or not the work under such contracts is to proceed concurrently.

SECTION 6--PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

6.1. Methods of Payment for Services and Expenses of ENGINEER.

6.1.1. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services performed or furnished under Section 2 on the basis set forth in Exhibit B.

6.1.2. *For Additional Services.* OWNER shall pay ENGINEER for Additional Services performed or furnished under Section 3 on the basis set forth in Exhibit B.

6.1.3. *For Reimbursable Expenses.* In addition to payments provided for in paragraphs 6.1.1 and 6.1.2, OWNER shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit B. The amount payable for Reimbursable Expenses will include a factor to the extent so indicated in Exhibit B.

6.2. Other Provisions Concerning Payments.

6.2.1. *Preparation of Invoices.* Invoices for Basic and Additional Services and Reimbursable Expenses will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER at least monthly. The amount billed for Basic Services and Additional Services in each invoice will be calculated on the basis set forth in Exhibit B. Invoices are due and payable on receipt.

6.2.2. *Unpaid Invoices.* If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and, in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

6.2.3. *Payments Upon Termination.*

6.2.3.1. *Termination by OWNER for Cause.* In the event of termination by OWNER for cause under paragraph 8.1.1:

6.2.3.1.1. Upon the completion of any phase of Basic Services, progress payments due ENGINEER in accordance with this Agreement for all such services performed or furnished by ENGINEER and ENGINEER's Consultants through the completion of such phase will constitute total payment for such services. ENGINEER also will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses.

6.2.3.1.2. During any phase of the Basic Services, ENGINEER also will be paid for such services performed or furnished in accordance with this Agreement by ENGINEER during that phase through the date of termination on the basis specified in Exhibit B. ENGINEER also will be paid for the charges of ENGINEER's Consultants employed to perform or furnish Basic Services to the extent such services have been performed or furnished in accordance with this Agreement through the effective date of the termination. ENGINEER also will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses.

6.2.3.2. *Termination by OWNER for Convenience.* In the event of termination by OWNER under paragraph 8.1.2:

6.2.3.2.1. Upon the completion of any phase of Basic Services, progress payments due ENGINEER in accordance with this Agreement for all such services performed or furnished by ENGINEER and ENGINEER's Consultants through the completion of such phase will constitute total payment for such services. ENGINEER also will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses, and for termination expenses under subparagraph 6.2.3.2.3 below.

6.2.3.2.2. During any phase of Basic Services, ENGINEER also will be paid for such services performed or furnished by ENGINEER during that phase through the date of termination on the basis specified in Exhibit B. In addition, ENGINEER will be paid for the charges of ENGINEER's Consultants employed to perform or furnish Basic Services through the effective date of the termination. ENGINEER also will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses, and for termination expenses under subparagraph 6.2.3.2.3 below.

6.2.3.2.3. In the event of termination by OWNER for convenience during or at completion of any phase of Basic Services, OWNER shall pay ENGINEER's reasonable expenses directly attributable to termination in accordance with rates applicable to the various categories of Additional Services measured from the date of termination, including other fair and reasonable sums for overhead and profit, and costs of terminating contracts with ENGINEER's Consultants.

6.2.3.3. *Termination By ENGINEER for Cause.* In the event of termination by ENGINEER for cause under paragraph 8.1.1, ENGINEER shall be entitled to receive compensation calculated as set forth in paragraph 6.2.3.2.

6.2.4. *Records of ENGINEER- Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER at cost on request prior to final payment for ENGINEER's services.

SECTION 7--OPINIONS OF COST

7.1. Opinions of Probable Construction Cost.

ENGINEER's opinions of Probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not

guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator as provided in paragraph 4.9.1.

7.2. Designing to Construction Cost Limit.

If a Construction Cost limit is established between OWNER and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit E, "Construction Cost Limit", to this Agreement.

7.3. Opinions of Total Project Costs.

ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs provided for in Section 2.

SECTION 8--GENERAL CONSIDERATIONS

8.1. Termination.

The obligation to provide further services under this Agreement may be terminated:

8.1.1. *For cause,*

8.1.1.1. by either party upon thirty 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. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty days of receipt thereof; *provided, however,* that if and to the extent such substantial failure cannot be reasonably cured within such thirty-day period, and if such party has diligently attempted to cure the same and therefore continues diligently to cure the same, then the cure period provided from herein shall extend up to, but in no case more than, sixty days after the date of receipt of the notice.

8.1.1.2. by ENGINEER:

8.1.1.2.1. upon seven days' written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform services contrary to ENGINEER's responsibilities as a licensed design professional; or

8.1.1.2.2. upon seven days' written notice if the ENGINEER's services for design or during the construction of the Project are delayed or suspended for more than ninety days for reasons beyond ENGINEER's control.

8.1.1.2.3. In the case of termination under this paragraph 8.1.1.2, ENGINEER shall have no liability to OWNER on account of such termination.

8.1.2. *For convenience,* by OWNER effective upon the receipt of notice by ENGINEER.

8.2. Reuse of Documents.

All documents including Drawings and Specifications provided or furnished by ENGINEER (or ENGINEER's Consultants) pursuant to this Agreement are instruments of service in respect of the Project, and ENGINEER and ENGINEER's Consultants, as appropriate, shall retain an ownership and property interest therein (including the right of reuse by and at the discretion of ENGINEER and ENGINEER's Consultants, as appropriate) whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse without written verification or adaptation by ENGINEER and ENGINEER's Consultants, as appropriate, for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's Consultants, and OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

8.3. Insurance.

8.3.1. OWNER shall list ENGINEER and ENGINEER's Consultants as additional insureds on any general liability or property insurance policies carded by OWNER which are applicable to the Project. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to list ENGINEER and ENGINEER's Consultants as additional insureds with respect to such liability, property and other insurance purchased and maintained by Contractor. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insured or additional insureds thereunder.

8.4. Controlling Law.

This Agreement is to be governed by the law of the principal place of business of ENGINEER.

8.5. Successors and Assigns.

8.5.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 8.5.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors,

administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

8.5.2. Neither OWNER nor ENGINEER may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

8.5.3. Unless expressly provided otherwise in this Agreement:

8.5.3.1. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by ENGINEER to any Contractor, Subcontractor, Supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than OWNER and ENGINEER.

8.5.3.2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. The OWNER agrees that the substance of the provisions of this paragraph shall appear in the Contract Documents.

8.6. Dispute Resolution.

ENGINEER and OWNER agree that they shall first negotiate in good faith and in a spirit of mutual cooperation for a period of 30 days, having such written and oral communications and meetings, as are appropriate.

If the parties do not reach agreement during this 30-day period, the dispute shall then be submitted to mediation following the procedures of the American Arbitration Association for the Construction Industry.

If mediation is unsuccessful, the matter will be litigated in a Court of Law in Lamar County, Mississippi.

8.7. Allocation of Risks--Indemnification.

8.7.1. To the fullest extent permitted by law, the Design Professional agrees to indemnify and hold the Client harmless from and against any liabilities, damages and costs (including reasonable attorney's fees) to the extent caused by the negligence of the Design Professional in performance of services under this Agreement. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations.

8.7.2. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees and agents and

ENGINEER's Consultants from and against any and 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) caused solely by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, agents and OWNER's consultants with respect to this Agreement or the Project.

8.7.3. In addition to the indemnity provided under paragraph 8.7.2 of this Agreement, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and agents and ENGINEER's Consultants 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) caused by, arising out of or relating to the presence, discharge, release, or escape of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material at, on, under or from the Project site.

8.8. Notices.

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

8.9. Survival.

All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of ENGINEER under this Agreement or the termination of this Agreement for any reason.

8.10. Severability.

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SECTION 9--EXHIBITS AND SPECIAL PROVISIONS

9.1. This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement:

9.1.1. Exhibit A, "Further Description of Basic Engineering Services and Related Matters", consisting of 4 pages

9.1.2. Exhibit B, "Payments to Engineer for Services and Reimbursable Expenses", consisting of 2 pages.

9.2. This Agreement (consisting of pages 1 to 13, inclusive and the Exhibits identified above) constitute the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, implemented, modified or cancelled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

CITY:

FOR CONTRACTUAL MATTERS

Honorable Johnny L. DuPree, Ph.D.

Mayor

Signature

P.O. Box 1898

Hattiesburg, Mississippi 39403-1898

Telephone 601-545-4501

Facsimile: 601-545-4608

Email: jdupree@hattiesburgms.com

FOR TECHNICAL MATTERS

Mr. Lamar Rutland, P.E.

City Engineer

P.O. Box 1898

Hattiesburg, Mississippi 39403-1898

Telephone 601-545-4540

Facsimile 601-545-4645

Email: lrutland@hattiesburgms.com

CONSULTANT:

FOR CONTRACTUAL MATTERS

Donald E. Walker, P.E.

Principal/Managing Member

Signature

P.O. Box 16496

Hattiesburg, Mississippi 39404-6496

Telephone 601-583-2127

Facsimile: 601-582-1300

Email: dwalker@thewalkerassociates.com

FOR TECHNICAL MATTERS

Dustin Gatlin, P.E.

Principal/Project Engineer

P.O. Box 16496

Hattiesburg, Mississippi 39404-6496

Telephone 601-583-2127

Facsimile 601-582-1300

Email: dustin@thewalkerassociates.com

SUGGESTED FORMAT
(for use with 1910-1, 1992 Edition)

This is EXHIBIT A, consisting of 4 pages, referred to in the Agreement between OWNER and ENGINEER for Professional Services, dated _____

Initial:
OWNER _____

ENGINEER _____

Further Description of Basic Engineering Services and Related Matters

Sections 2, 3, 4 and 5 of the Agreement are amended and supplemented and the time periods for the performance of the Basic Services as indicated in Section 5 of the Agreement are established, all as indicated below:

SECTION A2--BASIC SERVICES OF ENGINEER

A2.0. General.

The Basic Services are premised on the following general scope of professional services:

Preparation of plans and specifications and contract documents for construction of the Highway 11 Medical Park Access Roadway project.

The Scope of Work will include the following:

- a. Complete professional engineering services for design and limited construction observation of a 2 lane, curb & gutter roadway with curb inlets and underground drainage piping.
- b. Engineering services for design and limited construction observation for approximately 5 pole mounted lighting assemblies for roadway lighting.
- c. Prepare plans, specifications and contract documents for bidding purposes.
- d. Development of a final OPINION OF PROBABLE CONSTRUCTION COST
- e. Assist Owner in securing bids/cost proposals from Contractors for the work to be performed.
- f. Provide construction administration services during the construction phase of the work (See Section 2.5 of this contract to define scope of this work).
- g. Provide Additional Services per our "Schedule of Hourly Rates" attached as required by the Owner,
- h. Assist in Project Close-out.

A2.0.1. The following services listed in Section 3, "Additional Services", are hereby specifically deleted from that Section and will be performed or furnished by ENGINEER as part of Basic Services in the phase(s) identified below:

NONE

A2.0.2. The following services listed in Section 4, "OWNER's Responsibilities", are hereby specifically deleted from that Section and will be performed or furnished by ENGINEER as part of Basic Services in the phase(s) identified below:

NONE

(Exhibit A--Basic Services and Related Matters)

A2.0.3. Section 2, "Basic Services of ENGINEER", is hereby amended or supplemented to provide that the following services will be performed or furnished by ENGINEER as part of Basic Services in the phase(s) identified below:

NONE

A2.1. Study and Report Phase (not applicable this contract).

A2.1.0. During the Study and Report Phase ENGINEER shall: (insert amendments or supplements to paragraph 2.1.)

NONE

A2.1.4. ENGINEER shall evaluate the following alternate solutions and, after consultation with OWNER, determine which solutions to recommend in the Report:

NONE

A2.1.8. The Report will be submitted to OWNER within 30 calendar days following the effective date of the Agreement.

A2.2. Preliminary Design Phase.

A2.2.0. During the Preliminary Design Phase ENGINEER shall: (insert amendments or supplements to paragraph 2.2.)

A2.2.5.1. 2 sets of ENGINEER's Preliminary Design documentation will be submitted.

A2.2.5.2. The preliminary design documentation will be submitted to OWNER within 60 calendar days following written authorization from OWNER to ENGINEER to proceed with the Preliminary Design Phase services.

A2.3. Final Design Phase.

A2.3.0. During the Final Design Phase ENGINEER shall: (insert amendments or supplements to paragraph 2.3.)

A2.3.6.1. 2 sets of Contract Documents will be submitted to OWNER.

A2.3.6.2. The Contract Documents will be submitted to OWNER within 60 calendar days following written authorization from OWNER to ENGINEER to proceed with the Final Design Phase Services.

A2.3.8. The number of prime contracts for work designed or specified by ENGINEER upon which the ENGINEER's compensation has been established under this Agreement is

A2.4. Bidding or Negotiating Phase.

During the Bidding or Negotiating Phase ENGINEER shall: (insert amendments or supplements to paragraph 2.4.) None

A2.5. Construction Phase.

A2.5.0. During the Construction Phase ENGINEER shall: (insert amendments or supplements to paragraph 2.5.)

A2.5.15. The Construction Phase Services will commence within 60 calendar days following the completion of the Final Design Phase.

A2.6. Operational Phase.

N/A

(Exhibit A--Basic Services and Related Matters)

SECTION A3--ADDITIONAL SERVICES OF ENGINEER

- A3.0.1.** The following services listed in Section 2, "Basic Services", are hereby specifically deleted from that Section and will be performed or furnished by ENGINEER as part of Additional Services under paragraph 3.1 or 3.2 as indicated:

NONE

- A3.0.2.** The following services listed in Section 4, "OWNER's Responsibilities", are hereby specifically deleted from that Section and will be performed or furnished by ENGINEER as part of Additional Services under paragraph 3.1 or 3.2 as indicated:

NONE

- A3.0.3.** Section 3, "Additional Services of ENGINEER", is hereby amended or supplemented to provide that the following services will be performed or furnished by ENGINEER as part of Additional Services under paragraph 3.1 or 3.2 as indicated:

NO CHANGE

SECTION A- 4 OWNER'S RESPONSIBILITIES

- A4.0.1.** The following services listed in Section 2, "Basic Services", are hereby specifically deleted from that Section and will be performed or furnished by OWNER as part of OWNER's Responsibilities under Section 4:

NONE

- A4.0.2.** The following services listed in Section 3, "Additional Services", are hereby specifically deleted from that Section and will be performed or furnished by OWNER as part of OWNER's Responsibilities under Section 4:

NONE

- A4.0.3.** Section 4, "OWNER's Responsibilities", is hereby amended or supplemented to provide that the following services or responsibilities will be performed or furnished by OWNER as part of OWNER's Responsibilities under Section 4:

NONE

- A4.11.** OWNER intends to employ each of the independent consultants listed below to perform or furnish services in regard to the Project for the respective scope of services listed below for each. Payments to ENGINEER for Services in Section 6 hereof are based on the participation in the Project of OWNER's independent consultants as described herein.

N/A

This is EXHIBIT B, consisting of 2 pages, referred to in the Agreement between OWNER and ENGINEER for Professional Services, dated _____.

Initial:

OWNER _____

ENGINEER _____

Payments to ENGINEER for Services and Reimbursable Expenses

Section 6 of the Agreement is amended and supplemented to include the following agreement of the parties:

Method of Payment

(with additional payments on a Salary Costs basis for Resident Project Representative and Operational Phase Services and additional payments for Reimbursable Expenses)

SECTION B6--PAYMENTS TO ENGINEER

B6.1. Methods of Payment for Services and Expenses of ENGINEER.

B6.1.1. *Basic Services.* OWNER shall pay ENGINEER for Basic Services as follows:

B6.1.1.1. *General.* A fee equal to 10% for design engineering and limited construction phase services (except for services of ENGINEER's Resident Project Representative performed or furnished under paragraph 2.5.2.1 and Operational Phase services performed or furnished under paragraph 2.6) including services of ENGINEER's Consultants.

B6.1.1.2. *Resident Project Representative Services.* For services of ENGINEER's Resident Project Representative performed or furnished under paragraph 2.5.2.1, per the attached "Schedule of Hourly Rates".

B6.1.2. *For Additional Services.* OWNER shall pay ENGINEER for Additional Services per the attached "Schedule of Hourly Rates".

B6.1.2.1. *General* For services of ENGINEER's principals and employees engaged directly on the Project performed or furnished pursuant to paragraph 3.1 or 3.2 (except services as a consultant or witness under paragraph 3.1.17), per the attached "Schedule of Hourly Rates".

B6.1.2.2. *ENGINEER's Consultants.* For services of ENGINEER's Consultants performed or furnished pursuant to paragraph 3.1 or 3.2, the amount billed to ENGINEER, which is estimated to be as follows:

No consultant fees anticipated to be invoiced as additional services.

B6.1.2.3. *Serving as a Witness.* For services performed by ENGINEER's principals and employees as consultants or witnesses in any litigation, arbitration or other legal or administrative proceeding under paragraph 3.1.17 at the rate of \$1,480.00 per day or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, arbitration or proceeding will be on the basis provided in

paragraph B6.1.2.1). Compensation for ENGINEER's Consultants for such services will be on the basis provided in paragraph B6.1.2.2.

B6.1.3. For Reimbursable Expenses. OWNER shall pay ENGINEER for Reimbursable Expenses such as:

Reproduction
Mileage

The amount payable for Reimbursable Expenses will be the charge actually incurred by or the imputed cost allocated by ENGINEER therefor times a factor of 1.0.

B6.1.4. *Adjustment of Rate Schedule.* The Hourly Rate Schedule will be adjusted annually and equitably to reflect changes in the various elements that comprise such Costs.

B6.1.6. *Construction Cost as a Basis for Payment.* The term "Construction Cost" has the meaning assigned to it in paragraph 1.3.4 of the Agreement. When Construction Cost is used as a basis for payment it will be based on one of the following sources with precedence in the order listed for work designed or specified by ENGINEER:

B6.1.6.1. For completed construction work, the total cost of all work performed as designed or specified by ENGINEER.

B6.1.6.2. For work designed or specified but not constructed, the lowest bona fide bid received from a qualified bidder for such work; or, if the work is not bid, the lowest bona fide negotiated proposal for such work.

B6.1.6.3. For work designed or specified but not constructed upon which no such bid or proposal is received, the most recent estimate of Construction Cost, or, if none is available, ENGINEER's most recent opinion of probable Construction Cost.

Labor furnished by OWNER for the Project will be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by OWNER will be included at current market prices. No deduction is to be made from Construction

Cost on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor.

B6.2. Other Provisions Concerning Payments.

B6.2.1. Preparation of Invoices. *The portion of the amount billed for ENGINEER's services which is the charge on account of the percentage of Construction Cost will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. The portion related to services rendered on a Salary Costs basis will be billed based on the Salary Costs (multiplied by a factor, if any, as stated above) incurred at the time of billing.*

Upon conclusion of each phase of Basic Services, OWNER shall pay such additional amount, if any, as may be necessary to bring total compensation paid during such phase on account of the percentage of Construction Cost to the following percentages of total compensation payable on account of the percentage of Construction Cost for all phases of Basic Services:

<i>Engineering (10%)</i>	<i>Insert Actual Percentage</i>
Preliminary Engineering	<u>40%</u>
Final Design	<u>25%</u>
Bidding or Negotiating	<u>5%</u>
Construction	<u>30%</u>

B6.2.3. Payments Upon Termination.

6.2.3.4. In the event of termination during any phase of the Basic Services, ENGINEER will be paid for services performed or furnished in accordance with this Agreement during that phase on the basis of the attached "Schedule of Hourly Rates" for services performed or furnished during that phase to date of termination by ENGINEER's principals and employees engaged directly on the Project.

[The remainder of this page was left blank intentionally.]



SCHEDULE OF HOURLY RATES

Effective Date: January 1, 2015

1. PROFESSIONAL SERVICES IN COURT:

- a. Registered Engineer (Basic research, reports, data gathering) \$185.00/Hr.
- Registered Engineer (In Court) \$185.00/Hr.

2. PROFESSIONAL SERVICES IN OFFICE, IN THE FIELD:

- a. Project Manager (P.E.) \$165.00/Hr.
- b. Project Engineer (P.E.) \$150.00/Hr.
- c. Design Engineer (P.E.) \$135.00/Hr.
- d. Assistant Engineer (E.I.) \$ 85.00/Hr.
- e. Registered Surveyor (P.L.S.) \$ 80.00/Hr.
- f. Office Manager/Administrative \$ 75.00/Hr.

3. TECHNICIAN SERVICES IN OFFICE AND IN THE FIELD:

- a. Office Computing and Mapping:
 - (1) Senior Engineering Technician/Senior Designer \$ 80.00/Hr.
 - (2) CAD Technician \$ 70.00/Hr.
- b. Field inspection of construction:
 - (1) Senior Site Representative \$ 75.00/Hr.
 - (2) Site Representative \$ 65.00/Hr.
 - (3) Soils Technician \$ 65.00/Hr.

4. FIELD SURVEYING SERVICES:

- a. Five-Man Survey Crew \$185.00/Hr.
- b. Four-Man Survey Crew \$175.00/Hr.
- c. Three-Man Survey Crew \$165.00/Hr.
- d. Two-Man Survey Crew \$125.00/Hr.
- e. Two-Man Survey Crew (GPS) \$165.00/Hr.

5. MISCELLANEOUS:

- a. Concrete Monuments \$ 50.00/Ea.
- b. Mileage \$ 0.56/Mile
- c. Reproduction as vouchered
- d. Telephone as vouchered
- e. Per Diem @ \$150.00 per day per man

A service charge of 1 1/2% per month (18% APR) will added to all account balances over 45 days old.
 Terms: Net 30 days. NOTE: Hourly Rates include salaries, payroll costs, additives, overhead and profit.

STANDARD FORM OF AGREEMENT BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of _____, 20__16__ between

City of Hattiesburg

P.O. Box 1898, Hattiesburg, Mississippi 39403-1898 ("OWNER")

and _____
The Walker Associates, Engineers-Planners-Designers, PLLC.

P. O. Box 16496, Hattiesburg, Mississippi 39404-6496 ("ENGINEER").

PROJECT _____
Highway 11 Medical Park Access Roadway (the "Project").

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance or furnishing of professional engineering services by ENGINEER with respect to the Project and the payment for those services by OWNER as set forth below. Execution of this Agreement by ENGINEER and OWNER constitutes OWNER's written authorization to ENGINEER to proceed on the date first above written with the first phase of the Basic Services described in Section 2 below and in the other exhibits listed in Section 9 below. This Agreement will become effective on the date first above written.

SECTION I--GENERAL

1.1. Standard of Care.

ENGINEER shall perform for or furnish to OWNER professional engineering and related services in all phases of the Project to which this Agreement applies as hereinafter provided. ENGINEER shall serve as OWNER's prime design professional and engineering representative for the Project providing professional engineering consultation and advice with respect thereto. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of professional engineering and related services hereunder. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

1.2. Coordination with Other Documents.

It is the intention of the parties that the Standard General Conditions will be used as the General Conditions for the Project and that all amendments thereof and supplements thereto will be generally consistent therewith. Except as otherwise defined

herein, the terms which have an initial capital letter in this Agreement and are defined in the Standard General Conditions will be used in this Agreement as defined in the Standard General Conditions. The term "defective" will be used in this Agreement as defined in the Standard General Conditions.

1.3. Definitions.

Wherever used in this Agreement the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1.3.1. Additional Services. Additional Services means the services to be performed for or furnished to OWNER by ENGINEER described in Section 3 of this Agreement.

1.3.2. Agreement. Agreement means this Standard Form of Agreement between OWNER and ENGINEER for Professional Services including those exhibits listed in Section 9 of this Agreement.

1.3.3. Basic Services. Basic Services means the services to be performed for or furnished to OWNER by ENGINEER described in Section 2 of this Agreement.

1.3.4. Construction Cost. Construction Cost means the total cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties, or

OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Section 4 of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

1.3.5. *Contractor*. Contractor means the person or entity with whom OWNER enters into a written agreement covering construction work to be performed or furnished with respect to the Project.

1.3.6. *ENGINEER Consultant*. ENGINEER's Consultant means a person or entity having a contract with ENGINEER to perform or furnish Basic or Additional Services as ENGINEER's independent professional associate or consultant engaged directly on the Project.

1.3.7. *Reimbursable Expenses*. Reimbursable Expenses means the expenses incurred directly in connection with the performance or furnishing of Basic and Additional Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit B, "Payments to Engineer for Services and Reimbursable Expenses" ("Exhibit B").

1.3.8. *Resident Project Representative*. Resident Project Representative means the authorized representative of ENGINEER who will be assigned to assist ENGINEER at the site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are set forth in Exhibit C, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative" ("Exhibit C").

1.3.9. *Standard General Conditions*. Standard General Conditions means the Standard General Conditions of the Construction Contract (No. 1910-8) (1990 Edition) of the Engineers Joint Contract Documents Committee.

1.3.10. *Total Project Costs*. Total Project Costs means the sum of the Construction Cost, allowances for contingencies, the total costs of design professional and related services provided by ENGINEER and the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others to OWNER under paragraphs 4.4, 4.5 and 4.7 through 4.14, inclusive.

SECTION 2--BASIC SERVICES OF ENGINEER

2.1. Study and Report Phase (not applicable)

2.2. Preliminary Design Phase.

After acceptance by OWNER of the conceptual design (performed in previous contract) and upon written authorization from OWNER, ENGINEER shall:

2.2.1. On the basis of the conceptual design, prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.

2.2.2. Advise OWNER if additional reports, data or other information or services of the types described in paragraph 4.4 are necessary and assist OWNER in obtaining such reports, data or other information and services.

2.2.3. Based on the information contained in the Preliminary Design documents, submit a revised opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER.

2.2.4. Furnish the Preliminary Design documents to and review them with OWNER.

2.2.5. Submit the Preliminary Design documents and revised opinion of probable Construction Cost.

2.2.6. ENGINEER's services under the Preliminary Design Phase will be considered complete at the earlier of (1) the date when the Preliminary Design documents have been accepted by OWNER or (2) thirty days after the date when such Preliminary Design documents are delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the Preliminary Design documentation, if such approval is to be obtained during the Preliminary Design Phase.

2.2.7 Hazardous Material I: It is acknowledged by both parties that the Design Professional's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event the Design Professional or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of the Design Professional's services, the Design Professional may, at his or her option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

2.2.8 ADA Compliance on New Construction: The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Client acknowledges that the requirements of

the ADA will be subject to various and possibly contradictory interpretations. The Design Professional, therefore, will use his or her reasonable professional efforts to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project. The Design Professional, however, cannot and does not warrant or guarantee that the Client's project will comply with interpretations of ADA requirements and/or requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project.

The duties and responsibilities of ENGINEER during the Preliminary Design Phase as set forth in this paragraph 2.2 are amended and supplemented as indicated in Exhibit A.

2.3. Final Design Phase.

After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Construction Cost and indication of any specific modifications or changes in the scope, extent, character or design requirements of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall:

2.3.1. On the basis of the accepted Preliminary Design documents, the modifications or changes in the scope, extent, character or design requirements of the Project agreed upon by OWNER and ENGINEER and the revised opinion of probable Construction Cost, prepare for incorporation in the Contract Documents final Drawings showing the scope, extent and character of the work to be performed and furnished by Contractor and Specifications (which will be prepared, where appropriate, in general conformance with the forty eight division format of the Construction Specifications Institute).

2.3.2. Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to review or approve the final design of the Project, and assist OWNER in consultations with appropriate authorities.

2.3.3. Advise OWNER of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER, itemized as provided in paragraph 2.1.5, as a result of changes in scope, extent or character or design requirements of the Project.

2.3.4. Prepare for review and approval by OWNER, its legal counsel and other advisors, contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders (all which will be generally consistent in form and substance with the forms and pertinent guide sheets prepared by the Engineers Joint Contract Documents Committee), and assist in the preparation of other related documents.

2.3.5. Furnish the above documents, Drawings and Specifications to and review them with OWNER.

2.3.6. Submit the above documents, Drawings and Specifications and a revised opinion of probable Construction Cost.

2.3.7. ENGINEER's services under the Final Design Phase will be considered complete at the earlier of (1) the date when the submittals have been accepted by OWNER or (2) thirty days after the date when such submittals are delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER, if such approval is to be obtained during the Final Design Phase.

The duties and responsibilities of ENGINEER during the Final Design Phase as set forth in this paragraph 2.3 are amended and supplemented as indicated in Exhibit A.

2.3.8 Ownership of Instruments of Service: All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the Design Professional as instruments of service shall remain the property of the Design Professional. The Design Professional shall retain all common law, statutory and other reserved rights, including the copyright thereto.

2.4. Bidding or Negotiating Phase.

After acceptance by OWNER of the ENGINEER's Drawings, Specifications and other Final Design Phase documentation (including the most recent opinion of probable Construction Cost), and upon written authorization to proceed, ENGINEER shall:

2.4.1. Assist OWNER in advertising for and obtaining bids or negotiating proposals for the contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process deposits for Bidding Documents.

2.4.2. Issue Addenda as appropriate to clarify, correct or change the Bidding Documents.

2.4.3. Consult with OWNER as to the acceptability of subcontractors, suppliers and other persons and entities proposed by Contractor for those portions of the work as to which such acceptability is required by the Bidding Documents.

2.4.4. Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

2.4.5. The Bidding or Negotiating Phase will terminate and the services to be performed or furnished thereunder will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors (except as may otherwise be required to complete the services called for in paragraph E7.2.5, if Exhibit E is a part of

this Agreement).

The duties and responsibilities of ENGINEER during the Bidding or Negotiating Phase as set forth in this paragraph 2.4 are amended and supplemented as indicated in Exhibit A.

2.5. Construction Phase.

During the Construction Phase:

2.5.1. General Administration of Construction Contract. ENGINEER shall consult with and advise OWNER and act as OWNER's representative as provided in the Standard General Conditions. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said Standard General Conditions shall not be modified, except to the extent provided in Exhibit A and except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through ENGINEER who shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and said Standard General Conditions except as otherwise provided in writing.

2.5.2. Visits to Site and Observation of Construction. In connection with observations of the work of Contractor while it is in progress:

2.5.2.1. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. If requested by the Owner, ENGINEER shall provide the services of a Resident Project Representative at the site to assist ENGINEER and to provide more continuous observations of such work. The furnishing of such Resident Project Representative services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this paragraph 2.5. Such visits and observations by ENGINEER and the Resident Project Representative are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling and similar methods of general observation of the work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative. Based on information obtained during such visits and such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER shall keep OWNER informed of the progress of the work. The responsibilities of ENGINEER contained in this paragraph are expressly subject to the limitations set forth in paragraph 2.5.2.2 and other express or general limitations in this Agreement and elsewhere.

2.5.2.2. The purpose of ENGINEER's visits to and representation by the Resident Project Representative at the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER

during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

2.5.3. Defective Work. During such visits and on the basis of such observations, ENGINEER shall have authority to disapprove of or reject Contractor's work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

2.5.4. Clarifications and Interpretations; Field Orders. ENGINEER shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

2.5.5. Change Orders and Work Change Directives. ENGINEER shall recommend Change Orders and Work Change Directives to OWNER as appropriate, and shall prepare Change Orders and Work Change Directives as required.

2.5.6. Shop Drawings. ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

2.5.7. Substitutes. ENGINEER shall evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of paragraph 3.2.2.

2.5.8. *Inspections and Tests.* ENGINEER may require special inspections or tests of the work, and shall receive and review all certificates of inspections, tests and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.

2.5.9. *Disagreements between OWNER and Contractor.* ENGINEER shall render the initial decisions on all claims of OWNER and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

2.5.10. *Applications for Payment.* Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of Applications for Payment and the accompanying data and schedules:

2.5.10.1. ENGINEER shall determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, the work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in paragraph 2.5.10.1 are expressly subject to the limitations set forth in paragraph 2.5.10.2 and other express or general limitations in this Agreement and elsewhere.

2.5.10.2. By recommending any payment ENGINEER shall not thereby be deemed to have represented that on-site observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments

nor ENGINEER's recommendation of any payment (including final payment) will impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any liens, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

2.5.11. *Contractor's Completion Documents.* ENGINEER shall receive, review and transmit to owner with written comments maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, and marked-up record documents (including Shop Drawings, Samples and other data approved as provided under paragraph 2.5.6 and marked-up record Drawings) which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. ENGINEER's review of such documents 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.

2.5.12. *Substantial Completion.* Following notice from Contractor that Contractor considers the entire work ready for its intended use, ENGINEER and OWNER, accompanied by Contractor, shall conduct an inspection to determine if the work is substantially complete. If after considering any objections of OWNER, ENGINEER considers the work substantially complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.

2.5.13. *Limitation of Responsibilities.* ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the work. ENGINEER shall not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents.

2.5.14 *Jobsite Safety:* Neither the professional activities of the Design Professional, nor the presence of the Design Professional or his or her employees and sub consultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Design Professional and his or her personnel have no authority to exercise any control over any construction contractor or other

entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the Client's agreement with the General Contractor. The Client also agrees that the Client, the Design Professional and the Design Professional's consultants shall be indemnified and shall be made additional insureds under the General Contractor's general liability insurance policy.

2.5.15. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the construction contract for the Project or any part thereof and will terminate upon written recommendation by ENGINEER of final payment. If the Project involves more than one prime contract as indicated in paragraph 5.5, Construction Phase services may be rendered at different times in respect of separate prime contracts.

The duties and responsibilities of ENGINEER during the Construction Phase as set forth in this paragraph 2.5 are amended and supplemented as indicated in Exhibit A.

SECTION 3--ADDITIONAL SERVICES OF ENGINEER

3.1. Additional Services Requiring Authorization in Advance.

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 3.1.1 through 3.1.19, inclusive, as amended and supplemented as indicated in Exhibit A. These services are not included as part of Basic Services except to the extent otherwise provided in Exhibit A. These services will be paid for by OWNER as indicated in Section 6.

3.1.1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

3.1.2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

3.1.3. Services resulting from evaluation by ENGINEER during the Study and Report Phase at OWNER's request of alternative solutions in addition to those specified in Exhibit A.

3.1.4. Services resulting from significant changes in the scope, extent or character of the portions of the Project designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, Drawings,

Specifications or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports, Drawings, Specifications, or Contract Documents, or are due to any other causes beyond ENGINEER's control.

3.1.5. Services resulting from facts revealed about conditions:

3.1.5.1. which are different from information about such conditions that OWNER previously provided to ENGINEER under paragraph 4.4 and upon which ENGINEER was entitled to rely; or

3.1.5.2. as to which OWNER had responsibility to provide information under paragraph 4.4 if such information was not previously provided.

3.1.6. Providing renderings or models for OWNER's use.

3.1.7. Preparing documents for alternate bids requested by OWNER for Contractor's work which is not executed or documents for out-of-sequence work.

3.1.8. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

3.1.9. Furnishing services of ENGINEER's Consultants for other than Basic Services; and furnishing data or services of the types described in paragraph 4.4 when OWNER employs ENGINEER to provide such data or services in lieu of furnishing the same under paragraph 4.4.

3.1.10. Services attributable to a variation in the number of prime contracts from the number specified in Exhibit A for work designed or specified by ENGINEER.

3.1.11. Services during out-of-town travel required of ENGINEER other than visits to the site or OWNER's office as required by Section 2.

3.1.12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, Construction Management, Cost Estimating, Project Peer Review, Value Engineering and Constructability Review requested by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications or Contract Documents as a result of such review processes.

3.1.13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.

3.1.14. Assistance in connection with bid protests, re-bidding or renegotiating contracts for construction, materials, equipment or services, except when such assistance is required to complete services called for in paragraph E7.2.5, if Exhibit E is a part of this Agreement.

3.1.15. Providing field surveys for design purposes, engineering surveys and staking to enable Contractor to proceed with its work, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

3.1.16. Preparation of operating, maintenance and staffing manuals to supplement Basic Services under paragraph 2.6.3.

3.1.17. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project (except for assistance in consultations which is included as part of Basic Services under paragraphs 2.1.3 and 2.3.2).

3.1.18. Providing more extensive services required to enable ENGINEER to issue notices or certifications requested by OWNER under paragraph 4.12.

3.1.19. Other additional services performed or furnished by ENGINEER in connection with the Project, including services which are to be furnished by OWNER under Section 4, and services not otherwise provided for in this Agreement.

3.2. Required Additional Services.

When required by the Contract Documents in connection with the performance or furnishing of ENGINEER's services during the Construction Phase, ENGINEER shall perform or furnish, without waiting for specific authorization from OWNER, Additional Services of the types listed in paragraphs 3.2.1 through 3.2.6, inclusive. These services are not included as part of Basic Services except to the extent provided in Exhibit A. Required Additional Services will be paid for by OWNER as indicated in Section 6. ENGINEER shall advise OWNER in writing promptly after starting any such Additional Services.

3.2.1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by OWNER if, because of the method of compensation agreed upon by OWNER and ENGINEER, the resulting change in compensation for Basic Services is not commensurate with the extent of the additional services rendered.

3.2.2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the construction contract in evaluating and determining the acceptability of a substitution which is inappropriate for the Project or an excessive number of substitutions.

3.2.3. Services resulting from significant delays, changes or price

increases occurring as a direct or indirect result of materials, equipment or energy shortages.

3.2.4. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of *defective*, neglected or delayed work of Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by Contractor

Except as otherwise provided in Exhibit A, OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER and shall bear all costs incident thereto:

3.2.5. Services (other than Basic Services during the Operational Phase) in connection with any partial utilization of any part of the Project by OWNER prior to its Substantial Completion.

3.2.6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the work.

SECTION 4--OWNER'S RESPONSIBILITIES

4.1. Designate in writing a person to act as OWNER's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.

4.2. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

4.3. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

4.4. Furnish to ENGINEER, as requested by ENGINEER for performance of Basic Services or as required by the Contract Documents, the following:

4.4.1. data prepared by or services of others, including without limitation explorations and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site, or hydrographic surveys;

4.4.2. the services of an independent testing laboratory to perform all inspections, tests and approvals of samples, materials and equipment prior to and after installation, or to evaluate the performance of materials, equipment and facilities of OWNER,

prior to specification, and during construction;

4.4.3. appropriate professional interpretations of all of the foregoing;

4.4.4. environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the site and adjacent areas;

4.4.5. field surveys for design purposes and property, boundary, easement, right-of-way, topographic and utility surveys or data, including relevant reference points;

4.4.6. property descriptions;

4.4.7. zoning, deed and other land use restrictions; and

4.4.8. other special data or consultations not covered in Section 2. OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all reports, data and other information furnished pursuant to this paragraph. ENGINEER may use such reports, data and information in performing or furnishing services under this Agreement.

4.5. Provide, as required by the Contract Documents, engineering surveys and staking to enable Contractor to proceed with the layout of the work, and other special field surveys.

4.6. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

4.7. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate with respect to such examination) and render in writing decisions pertaining thereto.

4.8. Provide approvals and permits from all governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER and such approvals and consents from others as may be necessary for completion of such portions of the Project.

4.9. Provide, as may be required for the Project:

4.9.1. Accounting, bond and financial advisory, independent cost estimating and insurance counseling services;

4.9.2. such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by Contractor; and

4.9.3. such auditing services as OWNER may require to ascertain how or for what purpose Contractor has used the moneys paid on account of the Contract Price.

4.10. Provide such inspection or monitoring services by an individual or entity other than ENGINEER as OWNER may desire to verify:

4.10.1. that Contractor is complying with any law, rule, regulation, ordinance, code or order applicable to Contractor's performing and furnishing the work; or

4.10.2. that Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.

ENGINEER does not undertake in this Agreement to perform the services referred to in 4.10.1 and 4.10.2 above. The identity of any individual or entity employed to perform such services and the scope of such services will be disclosed to ENGINEER.

4.11. Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, Construction Management, Cost Estimating, Project Peer Review, Value Engineering and Constructability Review. If OWNER designates a person or entity other than, or in addition to, ENGINEER to represent OWNER at the site, OWNER shall define and set forth in an exhibit that is to be mutually agreed upon and attached to and made a part of this Agreement before such services begin, the duties, responsibilities and limitations of authority of such other party and the relation thereof to the duties, responsibilities and authority of ENGINEER.

4.12. Prior to the commencement of the Construction Phase, notify ENGINEER of any variations in the language of the Notice of Acceptability of Work, or of any notice or certification other than such Notice that ENGINEER will be requested to provide to OWNER or third parties in connection with the financing or completion of the Project. OWNER and ENGINEER shall reach agreement on the terms of any such requested notice or certification and OWNER shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notice or certification requested under this paragraph.

4.13. If more than one prime contract is to be awarded for work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime contractors, and define and set forth the duties, responsibilities and limitations of authority of such person or entity and the relation thereof to the duties, responsibilities and authority of ENGINEER in an exhibit that is to be mutually agreed upon and attached to and made a part of this Agreement before such services begin.

4.14. Furnish to ENGINEER data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 4.4, 4.5 and 4.7 through 4.14, inclusive) and other costs of the types referred to in paragraph 2.1.5 so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.

4.15. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings and Substantial Completion and final payment inspections.

4.16. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

4.17. Furnish, or direct ENGINEER to provide, Additional Services as stipulated in paragraph 3.1 of this Agreement or other services as required.

SECTION 5--TIMES FOR RENDERING SERVICES

5.1. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of construction contracts, construction and initial operation of the Project including extra work and required extensions thereto.

5.2. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

5.3. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within the stipulated period identified in this Agreement (plus such additional time as may be required to complete the services called for under paragraph E7.2.5 of Exhibit E is a part of this Agreement) after completion of the Final Design Phase or does not proceed in an orderly and continuous progression, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this

Agreement.

5.4. If ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER:

5.4.1. for more than three months through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, among other things, reasonable costs incurred by ENGINEER in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised; or

5.4.2. for more than one year through no fault of ENGINEER, or if ENGINEER for any reason is required to render Construction Phase services more than one year after Substantial Completion is achieved, the rates and amounts of compensation provided for elsewhere in this Agreement will be subject to equitable adjustment to reflect, among other things, changes in the various elements that comprise such rates of compensation.

5.5. In the event that the work designed or specified by ENGINEER is to be performed or furnished under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in Exhibit A whether or not the work under such contracts is to proceed concurrently.

SECTION 6--PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

6.1. Methods of Payment for Services and Expenses of ENGINEER.

6.1.1. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services performed or furnished under Section 2 on the basis set forth in Exhibit B.

6.1.2. *For Additional Services.* OWNER shall pay ENGINEER for Additional Services performed or furnished under Section 3 on the basis set forth in Exhibit B.

6.1.3. *For Reimbursable Expenses.* In addition to payments provided for in paragraphs 6.1.1 and 6.1.2, OWNER shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit B. The amount payable for Reimbursable Expenses will include a factor to the extent so indicated in Exhibit B.

6.2. Other Provisions Concerning Payments.

6.2.1. *Preparation of Invoices.* Invoices for Basic and Additional Services and Reimbursable Expenses will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER at least monthly. The amount billed for Basic Services and Additional Services in each invoice will be calculated on the basis set forth in Exhibit B. Invoices are due and payable on receipt.

6.2.2. *Unpaid Invoices.* If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and, in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

6.2.3. *Payments Upon Termination.*

6.2.3.1. *Termination by OWNER for Cause.* In the event of termination by OWNER for cause under paragraph 8.1.1:

6.2.3.1.1. Upon the completion of any phase of Basic Services, progress payments due ENGINEER in accordance with this Agreement for all such services performed or furnished by ENGINEER and ENGINEER's Consultants through the completion of such phase will constitute total payment for such services. ENGINEER also will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses.

6.2.3.1.2. During any phase of the Basic Services, ENGINEER also will be paid for such services performed or furnished in accordance with this Agreement by ENGINEER during that phase through the date of termination on the basis specified in Exhibit B. ENGINEER also will be paid for the charges of ENGINEER's Consultants employed to perform or furnish Basic Services to the extent such services have been performed or furnished in accordance with this Agreement through the effective date of the termination. ENGINEER also will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses.

6.2.3.2. *Termination by OWNER for Convenience.* In the event of termination by OWNER under paragraph 8.1.2:

6.2.3.2.1. Upon the completion of any phase of Basic Services, progress payments due ENGINEER in accordance with this Agreement for all such services performed or furnished by ENGINEER and ENGINEER's Consultants through the completion of such phase will constitute total payment for such services. ENGINEER also will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses, and for termination expenses under subparagraph 6.2.3.2.3 below.

6.2.3.2.2. During any phase of Basic Services, ENGINEER also will be paid for such services performed or furnished by ENGINEER during that phase through the date of termination on the basis specified in Exhibit B. In addition, ENGINEER will be paid for the charges of ENGINEER's Consultants employed to perform or furnish Basic Services through the effective date of the termination. ENGINEER also will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses, and for termination expenses under subparagraph 6.2.3.2.3 below.

6.2.3.2.3. In the event of termination by OWNER for convenience during or at completion of any phase of Basic Services, OWNER shall pay ENGINEER's reasonable expenses directly attributable to termination in accordance with rates applicable to the various categories of Additional Services measured from the date of termination, including other fair and reasonable sums for overhead and profit, and costs of terminating contracts with ENGINEER's Consultants.

6.2.3.3. *Termination By ENGINEER for Cause.* In the event of termination by ENGINEER for cause under paragraph 8.1.1, ENGINEER shall be entitled to receive compensation calculated as set forth in paragraph 6.2.3.2.

6.2.4. *Records of ENGINEER- Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER at cost on request prior to final payment for ENGINEER's services.

SECTION 7--OPINIONS OF COST

7.1. Opinions of Probable Construction Cost.

ENGINEER's opinions of Probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not

guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator as provided in paragraph 4.9.1.

7.2. Designing to Construction Cost Limit.

If a Construction Cost limit is established between OWNER and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit E, "Construction Cost Limit", to this Agreement.

7.3. Opinions of Total Project Costs.

ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs provided for in Section 2.

SECTION 8--GENERAL CONSIDERATIONS

8.1. Termination.

The obligation to provide further services under this Agreement may be terminated:

8.1.1. *For cause,*

8.1.1.1. by either party upon thirty 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. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty days of receipt thereof; *provided, however,* that if and to the extent such substantial failure cannot be reasonably cured within such thirty-day period, and if such party has diligently attempted to cure the same and therefore continues diligently to cure the same, then the cure period provided from herein shall extend up to, but in no case more than, sixty days after the date of receipt of the notice.

8.1.1.2. by ENGINEER:

8.1.1.2.1. upon seven days' written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform services contrary to ENGINEER's responsibilities as a licensed design professional; or

8.1.1.2.2. upon seven days' written notice if the ENGINEER's services for design or during the construction of the Project are delayed or suspended for more than ninety days for reasons beyond ENGINEER's control.

8.1.1.2.3. In the case of termination under this paragraph 8.1.1.2, ENGINEER shall have no liability to OWNER on account of such termination.

8.1.2. *For convenience,* by OWNER effective upon the receipt of notice by ENGINEER.

8.2. Reuse of Documents.

All documents including Drawings and Specifications provided or furnished by ENGINEER (or ENGINEER's Consultants) pursuant to this Agreement are instruments of service in respect of the Project, and ENGINEER and ENGINEER's Consultants, as appropriate, shall retain an ownership and property interest therein (including the right of reuse by and at the discretion of ENGINEER and ENGINEER's Consultants, as appropriate) whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse without written verification or adaptation by ENGINEER and ENGINEER's Consultants, as appropriate, for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's Consultants, and OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

8.3. Insurance.

8.3.1. OWNER shall list ENGINEER and ENGINEER's Consultants as additional insureds on any general liability or property insurance policies carded by OWNER which are applicable to the Project. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to list ENGINEER and ENGINEER's Consultants as additional insureds with respect to such liability, property and other insurance purchased and maintained by Contractor. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insured or additional insureds thereunder.

8.4. Controlling Law.

This Agreement is to be governed by the law of the principal place of business of ENGINEER.

8.5. Successors and Assigns.

8.5.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 8.5.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors,

administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

8.5.2. Neither OWNER nor ENGINEER may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

8.5.3. Unless expressly provided otherwise in this Agreement:

8.5.3.1. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by ENGINEER to any Contractor, Subcontractor, Supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than OWNER and ENGINEER.

8.5.3.2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. The OWNER agrees that the substance of the provisions of this paragraph shall appear in the Contract Documents.

8.6. Dispute Resolution.

ENGINEER and OWNER agree that they shall first negotiate in good faith and in a spirit of mutual cooperation for a period of 30 days, having such written and oral communications and meetings, as are appropriate.

If the parties do not reach agreement during this 30-day period, the dispute shall then be submitted to mediation following the procedures of the American Arbitration Association for the Construction Industry.

If mediation is unsuccessful, the matter will be litigated in a Court of Law in Lamar County, Mississippi.

8.7. Allocation of Risks--Indemnification.

8.7.1. To the fullest extent permitted by law, the Design Professional agrees to indemnify and hold the Client harmless from and against any liabilities, damages and costs (including reasonable attorney's fees) to the extent caused by the negligence of the Design Professional in performance of services under this Agreement. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations.

8.7.2. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees and agents and

ENGINEER's Consultants from and against any and 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) caused solely by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, agents and OWNER's consultants with respect to this Agreement or the Project.

8.7.3. In addition to the indemnity provided under paragraph 8.7.2 of this Agreement, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and agents and ENGINEER's Consultants 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) caused by, arising out of or relating to the presence, discharge, release, or escape of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material at, on, under or from the Project site.

8.8. Notices.

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

8.9. Survival.

All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of ENGINEER under this Agreement or the termination of this Agreement for any reason.

8.10. Severability.

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SECTION 9--EXHIBITS AND SPECIAL PROVISIONS

9.1. This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement:

9.1.1. Exhibit A, "Further Description of Basic Engineering Services and Related Matters", consisting of 4 pages

9.1.2. Exhibit B, "Payments to Engineer for Services and Reimbursable Expenses", consisting of 2 pages.

9.2. This Agreement (consisting of pages 1 to 13, inclusive and the Exhibits identified above) constitute the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, implemented, modified or cancelled by a duly executed written instrument.

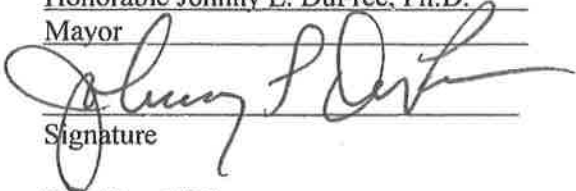
IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

CITY:

FOR CONTRACTUAL MATTERS

Honorable Johnny L. DuPree, Ph.D.

Mayor


Signature

P.O. Box 1898

Hattiesburg, Mississippi 39403-1898

Telephone 601-545-4501

Facsimile: 601-545-4608

Email: jdupree@hattiesburgms.com

FOR TECHNICAL MATTERS

Mr. Lamar Rutland, P.E.

City Engineer

P.O. Box 1898

Hattiesburg, Mississippi 39403-1898

Telephone 601-545-4540

Facsimile 601-545-4645

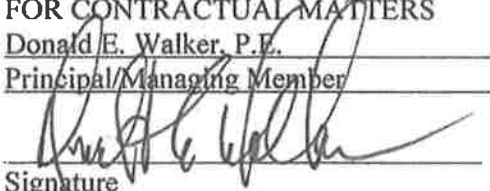
Email: lrutland@hattiesburgms.com

CONSULTANT:

FOR CONTRACTUAL MATTERS

Donald E. Walker, P.E.

Principal/Managing Member


Signature

P.O. Box 16496

Hattiesburg, Mississippi 39404-6496

Telephone 601-583-2127

Facsimile: 601-582-1300

Email: dwalker@thewalkerassociates.com

FOR TECHNICAL MATTERS

Dustin Gatlin, P.E.

Principal/Project Engineer

P.O. Box 16496

Hattiesburg, Mississippi 39404-6496

Telephone 601-583-2127

Facsimile 601-582-1300

Email: dustin@thewalkerassociates.com

SUGGESTED FORMAT
(for use with 1910-1, 1992 Edition)

This is EXHIBIT A, consisting of 4 pages, referred to in the Agreement between OWNER and ENGINEER for Professional Services, dated _____

Initial:
OWNER _____

ENGINEER _____

Further Description of Basic Engineering Services and Related Matters

Sections 2, 3, 4 and 5 of the Agreement are amended and supplemented and the time periods for the performance of the Basic Services as indicated in Section 5 of the Agreement are established, all as indicated below:

SECTION A2--BASIC SERVICES OF ENGINEER

A2.0. General.

The Basic Services are premised on the following general scope of professional services:

Preparation of plans and specifications and contract documents for construction of the Highway 11 Medical Park Access Roadway project.

The Scope of Work will include the following:

- a. Complete professional engineering services for design and limited construction observation of a 2 lane, curb & gutter roadway with curb inlets and underground drainage piping.
- b. Engineering services for design and limited construction observation for approximately 5 pole mounted lighting assemblies for roadway lighting.
- c. Prepare plans, specifications and contract documents for bidding purposes.
- d. Development of a final OPINION OF PROBABLE CONSTRUCTION COST
- e. Assist Owner in securing bids/cost proposals from Contractors for the work to be performed.
- f. Provide construction administration services during the construction phase of the work (See Section 2.5 of this contract to define scope of this work).
- g. Provide Additional Services per our "Schedule of Hourly Rates" attached as required by the Owner,
- h. Assist in Project Close-out.

A2.0.1. The following services listed in Section 3, "Additional Services", are hereby specifically deleted from that Section and will be performed or furnished by ENGINEER as part of Basic Services in the phase(s) identified below:

NONE

A2.0.2. The following services listed in Section 4, "OWNER's Responsibilities", are hereby specifically deleted from that Section and will be performed or furnished by ENGINEER as part of Basic Services in the phase(s) identified below:

NONE

(Exhibit A--Basic Services and Related Matters)

- A2.0.3.** Section 2, "Basic Services of ENGINEER", is hereby amended or supplemented to provide that the following services will be performed or furnished by ENGINEER as part of Basic Services in the phase(s) identified below:
- NONE*
- A2.1. Study and Report Phase (not applicable this contract).**
- A2.1.0.** During the Study and Report Phase ENGINEER shall: (insert amendments or supplements to paragraph 2.1.)
- NONE*
- A2.1.4.** ENGINEER shall evaluate the following alternate solutions and, after consultation with OWNER, determine which solutions to recommend in the Report:
- NONE*
- A2.1.8.** The Report will be submitted to OWNER within 30 calendar days following the effective date of the Agreement.
- A2.2. Preliminary Design Phase.**
- A2.2.0.** During the Preliminary Design Phase ENGINEER shall: (insert amendments or supplements to paragraph 2.2.)
- A2.2.5.1.** 2 sets of ENGINEER's Preliminary Design documentation will be submitted.
- A2.2.5.2.** The preliminary design documentation will be submitted to OWNER within 60 calendar days following written authorization from OWNER to ENGINEER to proceed with the Preliminary Design Phase services.
- A2.3. Final Design Phase.**
- A2.3.0.** During the Final Design Phase ENGINEER shall: (insert amendments or supplements to paragraph 2.3.)
- A2.3.6.1.** 2 sets of Contract Documents will be submitted to OWNER.
- A2.3.6.2.** The Contract Documents will be submitted to OWNER within 60 calendar days following written authorization from OWNER to ENGINEER to proceed with the Final Design Phase Services.
- A2.3.8.** The number of prime contracts for work designed or specified by ENGINEER upon which the ENGINEER's compensation has been established under this Agreement is
- A2.4. Bidding or Negotiating Phase.**
- During the Bidding or Negotiating Phase ENGINEER shall: (insert amendments or supplements to paragraph 2.4.) None
- A2.5. Construction Phase.**
- A2.5.0.** During the Construction Phase ENGINEER shall: (insert amendments or supplements to paragraph 2.5.)
- A2.5.15.** The Construction Phase Services will commence within 60 calendar days following the completion of the Final Design Phase.
- A2.6. Operational Phase.**
- N/A*

(Exhibit A--Basic Services and Related Matters)

SECTION A3--ADDITIONAL SERVICES OF ENGINEER

- A3.0.1.** The following services listed in Section 2, "Basic Services", are hereby specifically deleted from that Section and will be performed or furnished by ENGINEER as part of Additional Services under paragraph 3.1 or 3.2 as indicated:

NONE

- A3.0.2.** The following services listed in Section 4, "OWNER's Responsibilities", are hereby specifically deleted from that Section and will be performed or furnished by ENGINEER as part of Additional Services under paragraph 3.1 or 3.2 as indicated:

NONE

- A3.0.3.** Section 3, "Additional Services of ENGINEER", is hereby amended or supplemented to provide that the following services will be performed or furnished by ENGINEER as part of Additional Services under paragraph 3.1 or 3.2 as indicated:

NO CHANGE

SECTION A- 4 OWNER'S RESPONSIBILITIES

- A4.0.1.** The following services listed in Section 2, "Basic Services", are hereby specifically deleted from that Section and will be performed or furnished by OWNER as part of OWNER's Responsibilities under Section 4:

NONE

- A4.0.2.** The following services listed in Section 3, "Additional Services", are hereby specifically deleted from that Section and will be performed or furnished by OWNER as part of OWNER's Responsibilities under Section 4:

NONE

- A4.0.3.** Section 4, "OWNER's Responsibilities", is hereby amended or supplemented to provide that the following services or responsibilities will be performed or furnished by OWNER as part of OWNER's Responsibilities under Section 4:

NONE

- A4.11.** OWNER intends to employ each of the independent consultants listed below to perform or furnish services in regard to the Project for the respective scope of services listed below for each. Payments to ENGINEER for Services in Section 6 hereof are based on the participation in the Project of OWNER's independent consultants as described herein.

N/A

This is EXHIBIT B, consisting of 2 pages, referred to in the Agreement between OWNER and ENGINEER for Professional Services, dated _____.

Initial:

OWNER

ENGINEER

Payments to ENGINEER for Services and Reimbursable Expenses

Section 6 of the Agreement is amended and supplemented to include the following agreement of the parties:

Method of Payment

(with additional payments on a Salary Costs basis for Resident Project Representative and Operational Phase Services and additional payments for Reimbursable Expenses)

SECTION B6--PAYMENTS TO ENGINEER

B6.1. Methods of Payment for Services and Expenses of ENGINEER.

B6.1.1. *Basic Services.* OWNER shall pay ENGINEER for Basic Services as follows:

B6.1.1.1. *General.* A fee equal to 10% for design engineering and limited construction phase services (except for services of ENGINEER's Resident Project Representative performed or furnished under paragraph 2.5.2.1 and Operational Phase services performed or furnished under paragraph 2.6) including services of ENGINEER's Consultants.

B6.1.1.2. *Resident Project Representative Services.* For services of ENGINEER's Resident Project Representative performed or furnished under paragraph 2.5.2.1, per the attached "Schedule of Hourly Rates".

B6.1.2. *For Additional Services.* OWNER shall pay ENGINEER for Additional Services per the attached "Schedule of Hourly Rates".

B6.1.2.1. *General* For services of ENGINEER's principals and employees engaged directly on the Project performed or furnished pursuant to paragraph 3.1 or 3.2 (except services as a consultant or witness under paragraph 3.1.17), per the attached "Schedule of Hourly Rates".

B6.1.2.2. *ENGINEER's Consultants.* For services of ENGINEER's Consultants performed or furnished pursuant to paragraph 3.1 or 3.2, the amount billed to ENGINEER, which is estimated to be as follows:

No consultant fees anticipated to be invoiced as additional services.

B6.1.2.3. *Serving as a Witness.* For services performed by ENGINEER's principals and employees as consultants or witnesses in any litigation, arbitration or other legal or administrative proceeding under paragraph 3.1.17 at the rate of \$1,480.00 per day or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, arbitration or proceeding will be on the basis provided in

paragraph B6.1.2.1). Compensation for ENGINEER's Consultants for such services will be on the basis provided in paragraph B6.1.2.2.

B6.1.3. For Reimbursable Expenses. OWNER shall pay ENGINEER for Reimbursable Expenses such as:

Reproduction

Mileage

The amount payable for Reimbursable Expenses will be the charge actually incurred by or the imputed cost allocated by ENGINEER therefor times a factor of 1.0.

B6.1.4. *Adjustment of Rate Schedule.* The Hourly Rate Schedule will be adjusted annually and equitably to reflect changes in the various elements that comprise such Costs.

B6.1.6. *Construction Cost as a Basis for Payment.* The term "Construction Cost" has the meaning assigned to it in paragraph 1.3.4 of the Agreement. When Construction Cost is used as a basis for payment it will be based on one of the following sources with precedence in the order listed for work designed or specified by ENGINEER:

B6.1.6.1. For completed construction work, the total cost of all work performed as designed or specified by ENGINEER.

B6.1.6.2. For work designed or specified but not constructed, the lowest bona fide bid received from a qualified bidder for such work; or, if the work is not bid, the lowest bona fide negotiated proposal for such work.

B6.1.6.3. For work designed or specified but not constructed upon which no such bid or proposal is received, the most recent estimate of Construction Cost, or, if none is available, ENGINEER's most recent opinion of probable Construction Cost.

Labor furnished by OWNER for the Project will be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by OWNER will be included at current market prices. No deduction is to be made from Construction

Cost on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor.

B6.2. Other Provisions Concerning Payments.

B6.2.1. Preparation of Invoices. *The portion of the amount billed for ENGINEER's services which is the charge on account of the percentage of Construction Cost will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. The portion related to services rendered on a Salary Costs basis will be billed based on the Salary Costs (multiplied by a factor, if any, as stated above) incurred at the time of billing.*

Upon conclusion of each phase of Basic Services, OWNER shall pay such additional amount, if any, as may be necessary to bring total compensation paid during such phase on account of the percentage of Construction Cost to the following percentages of total compensation payable on account of the percentage of Construction Cost for all phases of Basic Services:

<i>Engineering (10%)</i>	<i>Insert Actual Percentage</i>
Preliminary Engineering	<u>40%</u>
Final Design	<u>25%</u>
Bidding or Negotiating	<u>5%</u>
Construction	<u>30%</u>

B6.2.3. Payments Upon Termination.

6.2.3.4. In the event of termination during any phase of the Basic Services, ENGINEER will be paid for services performed or furnished in accordance with this Agreement during that phase on the basis of the attached "Schedule of Hourly Rates" for services performed or furnished during that phase to date of termination by ENGINEER's principals and employees engaged directly on the Project.

[The remainder of this page was left blank intentionally.]

SCHEDULE OF HOURLY RATES

Effective Date: January 1, 2015

1. PROFESSIONAL SERVICES IN COURT:

- a. Registered Engineer (Basic research, reports, data gathering) \$185.00/Hr.
- Registered Engineer (In Court) \$185.00/Hr.

2. PROFESSIONAL SERVICES IN OFFICE, IN THE FIELD:

- a. Project Manager (P.E.) \$165.00/Hr.
- b. Project Engineer (P.E.) \$150.00/Hr.
- c. Design Engineer (P.E.) \$135.00/Hr.
- d. Assistant Engineer (E.I.) \$ 85.00/Hr.
- e. Registered Surveyor (P.L.S.) \$ 80.00/Hr.
- f. Office Manager/Administrative \$ 75.00/Hr.

3. TECHNICIAN SERVICES IN OFFICE AND IN THE FIELD:

- a. Office Computing and Mapping:
 - (1) Senior Engineering Technician/Senior Designer \$ 80.00/Hr.
 - (2) CAD Technician \$ 70.00/Hr.
- b. Field Inspection of construction:
 - (1) Senior Site Representative \$ 75.00/Hr.
 - (2) Site Representative \$ 65.00/Hr.
 - (3) Soils Technician \$ 65.00/Hr.

4. FIELD SURVEYING SERVICES:

- a. Five-Man Survey Crew \$185.00/Hr.
- b. Four-Man Survey Crew \$175.00/Hr.
- c. Three-Man Survey Crew \$165.00/Hr.
- d. Two-Man Survey Crew \$125.00/Hr.
- e. Two-Man Survey Crew (GPS) \$165.00/Hr.

5. MISCELLANEOUS:

- a. Concrete Monuments \$ 50.00/Ea.
- b. Mileage \$ 0.56/Mile
- c. Reproduction as vouchered
- d. Telephone as vouchered
- e. Per Diem @ \$150.00 per day per man

A service charge of 1 1/2% per month (18% APR) will added to all account balances over 45 days old.

Terms: Net 30 days. NOTE: Hourly Rates include salaries, payroll costs, additives, overhead and profit.



CONTRACTORS & ENGINEERS

POST OFFICE BOX 572
HATTIESBURG, MISSISSIPPI 39403
TELEPHONE (601)544-7811 – FAX (601)544-2005

POST OFFICE BOX 2545
GULFPORT, MISSISSIPPI 39503
TELEPHONE (228)896-8003 – FAX (228)896-8155

Mr. Dustin Gatlin, P.E.
The Walker Associates, PLLC
2203 Hardy Street
Hattiesburg, MS 39401

December 15, 2017

Mr. Gatlin,

Warren Paving would like to formally request a sixty (60) calendar day time extension on the Highway 11 Medical Access Roadway project for the City of Hattiesburg and Hattiesburg Clinic. Unforeseen conditions have caused delay on the drainage and subgrade work for the project. For example, the time which the Notice to Proceed was issued pushed the construction timeline into the winter and various rain events have caused delays. Every rain event results in additional days of drying time when no one can take place. In addition, the sprinkler system from the Hattiesburg Clinic office adjacent to the project have continued to operate after several requests for them to be turned off. Water overrun from the sprinkler system has been entering our project and causing additional subgrade issues and drying time. I have attached pictures for examples of the issues caused by the sprinkler system. Warren Paving currently has approximately forty (40) days of work on site to complete the project. The additional twenty (20) days have been requested to account for additional rain events and drying periods. Thank you for your attention in this matter. I have attached pictures for examples of the issues caused by the sprinkler system.

Sincerely,

Jeremy Patterson

Estimator/Project Manager



December 18, 2017

SN: 104-16

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P.O. Box 1898
Hattiesburg, Mississippi 39403

**RE: Highway 11 Medical Park Access Roadway
Mississippi Development Authority Grant (DIP-363)
City of Hattiesburg, Mississippi**

Dear Mr. Rutland:

On December 15, 2017, Warren Paving provided written correspondence requesting additional contract time for the above referenced project. The original completion date of the project was December 31, 2017. The time extension request is based on numerous conditions which are discussed in their letter. I spoke with the Warren Paving Project Manager at the end of November, and even though the project was slightly behind schedule due to the reasons in their letter, it was believed that the project could remain on schedule. However, since the first week of December, our area has encountered numerous weather events which have left the site saturated and unsuitable for work until the site is allowed to dry. To date, all drainage infrastructure is complete and the electrical conduits for the roadway lighting have been installed. The roadway has been rough graded and is ready for fine grading in preparation for crushed stone. The fine grading work can not commence until the subgrade is near optimum moisture content and unyielding. Based on recent weather events and the current forecast, I anticipate very little work will be completed in the month of December.

After discussing the project timeline with my Site Representative, discussing with the Project Manager of Warren Paving, reviewing the project diaries, and recent weather events, I agree with the time extension as requested by the Contractor. If you have any questions or comments please feel free to give me a call.

Sincerely,

Dustin B. Gatlin, P.E.

Enclosure

cc: Michele Moore, CGW
Professional Grant Management Services, LLC

Alex Agnew, Chief Financial Officer
Hattiesburg Clinic, P.A.



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1

Kim Bradley

Council - Ward 2

Deborah Denard Delgado

Council - Ward 3

Carter Carroll

Council - Ward 4

Mary Dryden

Council - Ward 5

Henry Naylor

January 8, 2018

Mr. Steve Hardin, Community Services Director
c/o Calen Johnson, CSD Program Manager
Mississippi Development Authority
Post Office Box 849
Jackson, MS 39205-0849

In RE: Hattiesburg DIP Project 363
Time Extension Request for Grant Ending Date

Dear Mr. Hardin:

I am respectfully writing to request a grant extension on the above mentioned project of sixty (60) calendar days due to the inclement weather and unforeseen conditions that have caused delays on the drainage and subgrade work on above said project. The current grant ending date is January 18, 2018. I am requesting it to be extended to March 18, 2018 to give the contractor time to complete construction, enable us to pay all invoices and complete the audit and monitoring of the project.

I have attached a letter from the contractor detailing out the issues that have caused the delay, as well as, the engineer concurring with his request. The project is approximately 45% complete to date.

Again, I would like to thank you and the Mississippi Development Authority for your assistance with funding and guidance through this process. I look forward to getting a favorable answer from you in the near future. If you have any questions, you may contact my City engineer, Lamar Rutland at 601-545-4540 or my grant consultant, Michele Moore at 228-826-1909.

Thank you and have a Merry Christmas!

Sincerely yours,

Toby Barker, Mayor
City of Hattiesburg

Enclosure

cc: Alex Agnew, Hattiesburg Clinic
Lamar Rutland, City Engineer
Dustin Gatlin, Walker and Associates
Michele Moore, Professional Grant Management Services



City of Hattiesburg, MS

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

Master

File Number: 2018-127

File ID: 2018-127

Type: Regular Agenda Item

Status: Removed

Version: 1

Reference:

In Control: City Council

Requester: Kermas Eaton

File Created: 01/02/2018

Brief Title: Void duplicate contracts with Carr, Riggs and Ingram for City of Hattiesburg's Comprehensive annual financial report and combined water and sewer system for fiscal year ending 9-30-2016.

Final Action:

Minute Book Number: MB2018-5

Title:

Void duplicate contracts executed by Council President with Carr, Riggs and Ingram for furnishing contract audit services for preparation and audit of the City of Hattiesburg's Comprehensive Annual Financial Report and general purpose financial statement of the Combined Water and Sewer System for fiscal year ending September 30, 2016; contracts were executed November 8, 2016, at Minute Book 2016-303-304.

Notes:

Agenda Date: 01/02/2018

Indexes:

Agenda Number:

Sponsors:

Enactment Date:

Attachments: CRI- 9-30-16 Contract

Enactment Number:

Contact:

Meeting Date: 01/02/2018

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	01/02/2018					
1	City Council	01/02/2018	Remove				Pass

Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member George to void duplicate contracts executed by Council President with Carr, Riggs and Ingram for furnishing contract audit services for preparation and audit of the City of Hattiesburg's Comprehensive Annual Financial Report and general purpose financial statement of the Combined Water and Sewer System for fiscal year ending September 30, 2016; contracts were executed November 8, 2016, at Minute Book 2016-303-304.

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 2018-127

Title

Void duplicate contracts executed by Council President with Carr, Riggs and Ingram for furnishing contract audit services for preparation and audit of the City of Hattiesburg's Comprehensive Annual Financial Report and general purpose financial statement of the Combined Water and Sewer System for fiscal year ending September 30, 2016; contracts were executed November 8, 2016, at Minute Book 2016-303-304.

Summary

Void duplicate contracts with Carr, Riggs and Ingram for City of Hattiesburg's Comprehensive annual financial report and combined water and sewer system for fiscal year ending 9-30-2016.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



Carr, Riggs & Ingram, LLC
282 Commerce Park Drive
Ridgeland, MS 39157

Mailing Address:
P.O. Box 2418
Ridgeland, MS 39158-2418

(601) 853-7050
(601) 853-9331 (fax)
www.cricpa.com

November 1, 2016

Mr. Carter Carroll, President
Hattiesburg City Council
P.O. Box 1898
Hattiesburg, MS 39403-1898

We are pleased to confirm our understanding of the services we are to provide for the City of Hattiesburg, Mississippi ("the City") for the year ended September 30, 2016. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which, together with the discretely presented component unit (audited by other auditors), collectively comprise the basic financial statements of the City of Hattiesburg, Mississippi, as of and for the year ended September 30, 2016. We will also audit the financial statements of the City of Hattiesburg, Mississippi Combined Water and Sewer System for the year ended September 30, 2016. Accounting standards generally accepted in the United States provide for certain required supplementary information ("RSI"), such as management's discussion and analysis ("MD&A") to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI of the City is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Information
3. Schedule of Retirement System Funding Progress

Supplementary information other than RSI, such as combining and individual fund financial statements, also accompanies the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such

information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

1. Schedule of Expenditures of Federal and State Awards
2. Combining and Individual Non-major Fund Financial Statements and Schedules

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditors report will not provide an opinion or any assurance on that other information.

1. Introductory Section
2. Statistical Section

Audit Objectives

The objective of our audits is the expression of an opinion as to whether the basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to above when considered in relation to the basic financial statements taken as a whole. The objective also includes reporting on:

- o Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.
- o Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The OMB Circular A-133 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements

of OMB Circular A-133. Both reports will state that the report is not suitable for any other purpose. Our audits will be conducted in accordance with U.S. generally accepted auditing standards; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of the accounting records, a determination of major programs in accordance with Circular A-133 and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the City Council of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

Management Responsibilities

Management is responsible for the basic financial statements, schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. These nonaudit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards. You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Management is responsible for (a) establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (b) following laws and regulations; (c) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (d) ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting

principles; for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

You are responsible for preparation of the schedule of expenditures of federal awards in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) that you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in

accordance with OMB Circular A-133; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GMP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GMP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures-General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors are limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures-Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

Mr. Carter Carroll, President
Hattiesburg City Council
November 1, 2016
Page 7 of 11

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, Government Auditing Standards, and OMB Circular A-133.

Audit Procedures-Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Circular A-133 Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Government Auditing Standards requires that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2013 peer review report accompanies this letter.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Carr, Riggs & Ingram, LLC and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to regulatory agencies for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Carr, Riggs & Ingram, LLC personnel. Furthermore, upon request, we may provide photocopies of selected audit documentation to regulatory agencies. The regulatory agencies may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies. The audit documentation for this engagement will be retained for a minimum of five years after the date the auditors' report is issued or for any additional period requested by the regulatory agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Elton Sims is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Engagement Fees and Report Deliverables

Our fees for these services will be based on the actual time spent, plus travel and other actual expenses (e.g., report production, typing, telephone and postage). However, our total professional fee will not exceed the amount summarized below.

Mr. Carter Carroll, President
Hattiesburg City Council
November 1, 2016
Page 9 of 11

Our invoices for the fee will be rendered each month as work progresses and are payable on presentation. We currently estimate that our fee for the audit for fiscal year 2016 will be as follows:

Perform external audit services in accordance with auditing standards generally accepted in the United States of America (GAAS):

* Comprehensive annual financial report for the City for the year ended September 30, 2016	\$	135,000
* Combined Water and Sewer System financial statements and supplementary information for the year ended September 30, 2016	\$	15,500

Actual out-of-pocket expenses will be billed separately and are not included in the fee, but will not exceed \$3,000. Our professional fee is based on the following assumptions: (i) personnel for the City will prepare schedules and analyses and provide us with supporting documents, as requested, (ii) the City's major programs and funds will be similar to the prior year, and (iii) there will be no significant changes in government services or operations.

Assuming we receive full cooperation from management and no circumstances occur which are beyond our control, we will provide a draft copy of our audit report on the financial statements for the year ended September 30, 2016 no later than May 31, 2017.

Other auditing services and financial assistance not provided for in this agreement will be agreed to and a fee established for said service prior to conducting any additional work.

Electronic Data Communication and Storage and Use of Third Party Service Provider

In the interest of facilitating our services to your company, we may send data over the Internet, securely store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your company may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as, but not limited to, providers of tax return preparation software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require our third-party vendors to do the same.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

Mr. Carter Carroll, President
Hattiesburg City Council
November 1, 2016
Page 10 of 11

To enhance our services to you, we will use a combination of remote access, secure file transfer, virtual private network or other collaborative, virtual workspace or other online tools or environments. Access through any combination of these tools allows for on-demand and/or real-time collaboration across geographic boundaries and time zones and allows CRI and you to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use certain of these tools and in addition to execution of this acknowledgement and engagement letter, you may be required to execute a separate client acknowledgement or agreement and agree to be bound by the terms, conditions and limitations of such agreement. You agree that CRI has no responsibility for the activities of its third-party vendors supplying these tools and agree to indemnify and hold CRI harmless with respect to any and all claims arising from or related to the operation of these tools. While we may back up your files to facilitate our services, you are solely responsible for the backup of your files and records; therefore, we recommend that you also maintain your own backup files of these records.

Dispute Resolution

In the event of a dispute between the parties which arises out of or relates to this contract or engagement letter, the breach thereof or the services provided or to be provided hereunder, and, if the dispute cannot be settled through negotiation, the parties agree that before initiating arbitration, litigation or some other dispute resolution procedure, they will first to try in good faith to resolve the dispute through non-binding mediation. The mediation will be administered by the American Arbitration Association under its Dispute Resolution Rules for Professional Accounting and Related Services Disputes. The costs of any mediation proceedings shall be shared equally by all parties.

We appreciate the opportunity to be of service to the City of Hattiesburg, Mississippi and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the copy and return it to us.

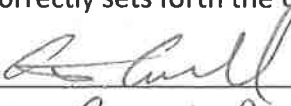
Sincerely,

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, LLC
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of the City of Hattiesburg, Mississippi.

By: 
Title: Council President
Date: 11/8/16



System Review Report

January 31, 2014

To the Partners of Carr, Riggs & Ingram, LLC
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Carr, Riggs & Ingram, LLC (the firm) applicable to non-SEC issuers in effect for the year ended June 30, 2013. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*; audits of employee benefit plans, and audits performed under FDICIA.

In our opinion, the system of quality control for the accounting and auditing practice of Carr, Riggs & Ingram, LLC applicable to non-SEC issuers in effect for the year ended June 30, 2013, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Carr, Riggs & Ingram, LLC has received a peer review rating of *pass*.

A handwritten signature in cursive script that reads 'Eide Bailly LLP'.

Eide Bailly LLP

www.eidebailly.com

800 Nicollet Mall, Ste. 1300 | Minneapolis, MN 55402-7033 | T 612.253.6500 | F 612.253.6600 | EOE



City of Hattiesburg, MS

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

Master

File Number: 2018-126

File ID: 2018-126

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 01/02/2018

Brief Title: Authorize Contract with Topp McWhorter Harvey PLLC for furnishing contract audit services for fiscal year ending September 30, 2017.

Final Action: 01/02/2018

Minute Book Number: MB2018-5

Title:

Authorize Council President to execute duplicate contracts with Topp McWhorter Harvey PLLC for furnishing contract audit services for the preparation and audit of the City of Hattiesburg's Comprehensive Annual Financial Report and for the Combined Water and Sewer System for the fiscal year ending September 30, 2017.

Notes:

Agenda Date: 01/02/2018

Indexes:

Agenda Number:

Sponsors:

Enactment Date:

Attachments: Top McWhorter Harvey Contract, executed Top McWhorter Harvey Contract

Enactment Number:

Contact:

Meeting Date: 01/02/2018

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	01/02/2018					
1	City Council	01/02/2018	Authorize				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Vice President Dryden to Authorize Council President to execute duplicate contracts with Topp McWhorter Harvey PLLC for furnishing contract audit services for the preparation and audit of the City of Hattiesburg's Comprehensive Annual Financial Report and for the Combined Water and Sewer System for the fiscal year ending September 30, 2016.

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 2018-126

Title

Authorize Council President to execute duplicate contracts with Topp McWhorter Harvey PLLC for furnishing contract audit services for the preparation and audit of the City of Hattiesburg's Comprehensive Annual Financial Report and for the Combined Water and Sewer System for the fiscal year ending September 30, 2017.

Summary

Contract for furnishing contract audit services for fiscal year ending September 30, 2017.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

HATTIESBURG

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HATTIESBURG, MS 39401
P. O. DRAWER 15099
HATTIESBURG, MS 39404-5099
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TOLL-FREE 877.842.7137

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MISSISSIPPI SOCIETY OF CERTIFIED
PUBLIC ACCOUNTANTS

**TOPP McWHORTER HARVEY PLLC**
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December 21, 2017

To the City Council
Attention: Mr. Carter Carroll, President
City of Hattiesburg, Mississippi
Post Office Box 1898
Hattiesburg, Mississippi 39401

Dear Mr. Carroll:

You have requested that we audit the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Hattiesburg, Mississippi, as of September 30, 2016, and for the year then ended, and the related notes to the financial statements, which collectively comprise the City of Hattiesburg, Mississippi's basic financial statements as listed in the table of contents.

In addition, we will audit the City of Hattiesburg's compliance over major federal award programs for the year ended September 30, 2016. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information, such as management's discussion and analysis (MD&A) and budgetary comparison schedules, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis (MD&A)
- Budgetary Comparison Schedules for the General Fund and major Special Revenue Funds
- Schedule of City's Proportionate Share of the Net Pension Liability – PERS
- Schedule of City's Contributions – PERS
- Schedule of City's Liability for Other Post Employment Benefit Plans (OPEB)
- Schedule of City's Contributions for Other Post Employment Benefit Plans (OPEB)

Supplementary information other than RSI will accompany the City of Hattiesburg, Mississippi's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Schedule of Expenditures of Federal Awards
- Schedule of Surety Bonds for Municipal Officials
- Full Cost Accounting – Solid Waste Management Services
- Nonmajor and Agency Combining Fund Statements
- Budgetary Statement of Departmental Expenditures – General Fund

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- Statistical Information necessary for the Comprehensive Annual Financial Report presentation

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and in accordance with any state or regulatory audit requirements. Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the

amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America and in accordance with any state or regulatory audit requirements. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City of Hattiesburg, Mississippi's basic financial statements. Our report will be addressed to the City Council of the City of Hattiesburg, Mississippi. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the City of Hattiesburg, Mississippi's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that

could have a direct and material effect on each of the entity's major programs. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received, including federal awards and funding increments received prior to December 26, 2014 (if any), and those received in accordance with the Uniform Guidance (generally received after December 26, 2014);
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For the design, implementation, and maintenance of internal control over federal awards;
7. For establishing and maintaining effective internal control over federal awards that provides reasonable assurance that the nonfederal entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
8. For identifying and ensuring that the entity complies with federal statutes, regulations, and the terms and conditions of federal award programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
9. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;

13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;
15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
 - a. Access to all information of which [management] is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from [management] for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
20. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

Engagement Administration, Fees and Timing

We expect to begin our audit on approximately January 2, 2018 and to issue our reports no later than April 30, 2018.

Paige M. Johnson, CPA, is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Topp McWhorter Harvey, PLLC's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices will be rendered every two weeks and are payable upon presentation. We

estimate that our fee for the audit of fiscal year 2016 will be Two Hundred Twenty-Five Thousand Dollars and No Cents (\$225,000.00), plus report reproduction costs for all reports. You acknowledge that this range is not a limit to the total fees we may charge for our services, and that our fees may actually exceed that range. However, we will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. Whenever possible, we will attempt to use the City of Hattiesburg, Mississippi's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

Other Matters

With respect to any nonattest services we perform, the City of Hattiesburg, Mississippi's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The audit documentation for this engagement is the property of Topp McWhorter Harvey, PLLC and constitutes confidential information. However, we may be requested to make certain audit documentation available to the Office of the State Auditor and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Topp McWhorter Harvey, PLLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the City Council the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;

To the City Council
Attention: Mr. Carter Carroll, President
City of Hattiesburg, Mississippi
December 21, 2017
Page 7 of 7

- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

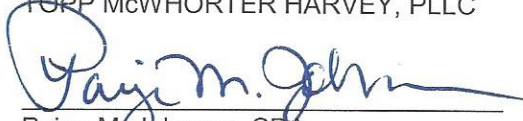
In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff. We believe this letter accurately summarizes the significant terms of our engagement as described in this letter.

Respectfully,

TORP McWHORTER HARVEY, PLLC


Paige M. Johnson, CPA

RESPONSE:

This letter correctly sets forth our understanding.

City of Hattiesburg, Mississippi

Acknowledged and agreed on behalf of the City of Hattiesburg, Mississippi by:

Officer Signature

Title

Date

System Review Report

May 18, 2016

To the Members of
Topp McWhorter Harvey, PLLC
and the Peer Review Committee of the Mississippi Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of **Topp McWhorter Harvey, PLLC** (the firm) in effect for the year ended December 31, 2015. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of **Topp McWhorter Harvey, PLLC** in effect for the year ended December 31, 2015, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. **Topp McWhorter Harvey, PLLC** has received a peer review rating of *pass*.

Davis Kinard & Co, PC

Certified Public Accountants

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December 21, 2017

To the City Council
Attention: Mr. Carter Carroll, President
City of Hattiesburg, Mississippi
Post Office Box 1898
Hattiesburg, Mississippi 39401

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- Nonmajor and Agency Combining Fund Statements
- Budgetary Statement of Departmental Expenditures – General Fund

Schedule of Expenditures of Federal Awards

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To the City Council
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December 21, 2017
Page 3 of 7

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An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

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could have a direct and material effect on each of the entity's major programs. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received, including federal awards and funding increments received prior to December 26, 2014 (if any), and those received in accordance with the Uniform Guidance (generally received after December 26, 2014);
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For the design, implementation, and maintenance of internal control over federal awards;
7. For establishing and maintaining effective internal control over federal awards that provides reasonable assurance that the nonfederal entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
8. For identifying and ensuring that the entity complies with federal statutes, regulations, and the terms and conditions of federal award programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
9. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;

13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;
15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
 - a. Access to all information of which [management] is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from [management] for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
20. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

Engagement Administration, Fees and Timing

We expect to begin our audit on approximately January 2, 2018 and to issue our reports no later than April 30, 2018.

Paige M. Johnson, CPA, is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Topp McWhorter Harvey, PLLC's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices will be rendered every two weeks and are payable upon presentation. We

estimate that our fee for the audit of fiscal year 2016 will be Two Hundred Twenty-Five Thousand Dollars and No Cents (\$225,000.00), plus report reproduction costs for all reports. You acknowledge that this range is not a limit to the total fees we may charge for our services, and that our fees may actually exceed that range. However, we will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. Whenever possible, we will attempt to use the City of Hattiesburg, Mississippi's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

Other Matters

With respect to any nonattest services we perform, the City of Hattiesburg, Mississippi's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The audit documentation for this engagement is the property of Topp McWhorter Harvey, PLLC and constitutes confidential information. However, we may be requested to make certain audit documentation available to the Office of the State Auditor and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Topp McWhorter Harvey, PLLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the City Council the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;

To the City Council
Attention: Mr. Carter Carroll, President
City of Hattiesburg, Mississippi
December 21, 2017
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- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff. We believe this letter accurately summarizes the significant terms of our engagement as described in this letter.

Respectfully,

TOPP McWHORTER HARVEY, PLLC

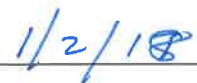

Paige M. Johnson, CPA

RESPONSE:

This letter correctly sets forth our understanding.

City of Hattiesburg, Mississippi

Acknowledged and agreed on behalf of the City of Hattiesburg, Mississippi by:


Officer Signature
Title
Date

System Review Report

May 18, 2016

To the Members of
Topp McWhorter Harvey, PLLC
and the Peer Review Committee of the Mississippi Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of **Topp McWhorter Harvey, PLLC** (the firm) in effect for the year ended December 31, 2015. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of **Topp McWhorter Harvey, PLLC** in effect for the year ended December 31, 2015, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. **Topp McWhorter Harvey, PLLC** has received a peer review rating of *pass*.

Davis Kinard & Co, PC

Certified Public Accountants